

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1 Page 1 of 190

TENDER NO: 048S/2023/24**TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (IT SERVICE MANAGEMENT) SOLUTION FOR THE CITY OF CAPE TOWN****CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT NOT EXCEEDING 30 JUNE 2034**

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 10 November 2023**CLOSING TIME: 10:00 a.m.****TENDER BOX
NUMBER: 117**

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

TABLE OF CONTENTS

VOLUME 1: THE TENDER	3
(1) GENERAL TENDER INFORMATION	3
(2) CONDITIONS OF TENDER	4
VOLUME 2: RETURNABLE DOCUMENTS	26
(3) DETAILS OF TENDERER	26
(4) FORM OF OFFER AND ACCEPTANCE	28
(5) PRICE SCHEDULE	31
(6) SUPPORTING SCHEDULES	41
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	41
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	42
SCHEDULE 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	44
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	47
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	50
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	51
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	53
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION	54
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	56
SCHEDULE 10: PRICE BASIS FOR IMPORTED RESOURCES	57
SCHEDULE 11: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	58
SCHEDULE 12: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	59
SCHEDULE 13: INFORMATION TO BE PROVIDED WITH THE TENDER	60
VOLUME 3: DRAFT CONTRACT	108
(7) SPECIAL CONDITIONS OF CONTRACT	108
(8) GENERAL CONDITIONS OF CONTRACT	122
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	133
(10) FORM OF ADVANCE PAYMENT GUARANTEE	134
(10.1) ADVANCE PAYMENT SCHEDULE	135
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	136
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)	137
(13) SPECIFICATION(S)	138
(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)	189

**VOLUME 1: THE TENDER
(1) GENERAL TENDER INFORMATION**

- TENDER ADVERTISED** : **8 September 2023**
- CLARIFICATION MEETING** : 10h00 on 28 September 2023
(Compulsory)
- VENUE FOR CLARIFICATION MEETING** : IS&T Boardroom, 4th Floor, Podium Block, Civic Centre as well as via Skype on the link below:
<https://meet.capetown.gov.za/kashiefafa.ally/Q50LHKK7>
- 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. 048S/2023/24: SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (IT SERVICE MANAGEMENT) SOLUTION FOR THE CITY OF CAPE TOWN** the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Email: CAR.tenders@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

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

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

The City of Cape Town reserves the right to negotiate directly with the proposed OSM, should there be reasonable assumption that the City of Cape Town can benefit from any large volume licensing arrangements that could be available via direct agreements between local government entities and proposed OSM. Should this be the case the Tenderer will be informed accordingly with regards to the administration and management of such direct contracts with the OSM.

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 ten (10) years, but not exceeding 10 financial years from the commencement date of the contract, not exceeding 30 June 2034. It is the intention of the City of Cape Town to award this tender subject to application of Section 33 of the Local Government Municipal Finance Management Act 56 of 2003, for 10 (ten) years, whereby this tender will be valid for a period longer than the regulatory condition of only three (3) financial years. The tender will be valid for the initial period of 3-years but not exceeding the 3rd financial year from contract commencement date. Thereafter, an additional 2-year term will apply subject to the City of Cape Town's Council approval and successful application of the MFMA Section 33 process during the award phase of the tender .

The contract period shall be for a period of **ten (10) years** from the commencement date of the contract, but not exceeding 30 June 2034.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

2.1.6.5 All requests referring to clause 2.1.6.3 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

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

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

employers assurance provider and Appeal Authority.

2.1.6.7 Compliance to the City's Appeals Policy.

"In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious tender related appeals.

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

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

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting 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.

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

The compulsory clarification meeting will be held on-site and via Skype. If Skype or Skype for Business application is already installed on your device, connect to the conference through the link provided above by insert the full link information into the address field of your internet web browser.

If the Skype application is not already installed, you can either download the Skype web app application beforehand or follow prompts that appear when accessing the link provided. Once installed open a new tab or window in / on your internet browser and use the link above to join the meeting. Please identify yourselves and your organization when joining the Skype meeting.

2.2.1.1.4 OSM Accreditation/ Authorisation

Tenderers must be authorised or accredited by the OSM or copyright holder to sell, distribute, implement and support the software solution 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 OSM or copyright holder, must be submitted.

Tenderers are to submit, either with their tender submission (attached to Schedule 13A), or within a specified timeframe after being requested to do so; proof of authority from the OSM to sell, distribute, implement and support the products of the OSM or copyright holder.

(Certificates for ALL of the following must be provided):

- Partner Certificate for major accounts
- Certified for Large Organisations Licencing
- Partner Certification status relevant to implementing each of the solutions offered

Confirmatory and verifiable evidence that may be in the form of a letter to be provided by the OSM or Authorised / Accredited Distributor confirming that the Price List is submitted in respect of the relevant tender.

2.2.1.1.5 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive. In order for the Bid Evaluation Committee to score the offers submitted; tenderers MUST complete Schedules 13B, 13C, 13D,13E,13F,13G and 13H of the tender.

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.

Tenderers will be evaluated according to the name of the entity (Company, Partnership, Consortium, etc.) as provided in Section 3, Details of Tenderer

Item	Evaluation Criteria	Applicable values	Points	Weight
1.	<p>Experience of the Tendering Entity providing IT Service Management Solutions</p> <p>Tenderer to demonstrate knowledge and experience in supply, implementation, transitioning IT Service Management Solutions.</p> <p>Tenderers must provide verifiable evidence. This evidence <u>may be</u> in the form of a volume report from the manufacturer, reference letters on the referee's letterhead specifying the details and scope of an IT Service Management Solutions, Role performed (Main Contractor, Sub-Contractor, etc.), the number of continuous years they have been actively receiving the IT Service Management solution from the tenderer, as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the cumulative number of years providing IT Service Management Solutions, as confirmed in the evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 13B: Information to be provided with the Tender.</p>	<ul style="list-style-type: none"> • < 1 year • ≥ 1 and < 5 years • ≥ 5 and < 10 years • ≥ 10 years 	<p>0 points</p> <p>10 points</p> <p>15 points</p> <p>20 points</p>	20 Points

2.	<p>Operational Experience of Maintaining and Supporting of an ITSM solution by the Tendering Entity</p> <p>Tenderer to demonstrate relevant experience as per the Specification; in post implementation software maintenance and support of an IT Service Management Solution for their clients. The scope and requirements for Implementation as well as Maintenance and Support are provided in Section 13.8.2 and 13.8.3 respectively, in the specifications section.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of years providing operational maintenance and support, Role performed as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the cumulative number of the years, as confirmed in the provided evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 13C: Information to be provided with the Tender.</p>	<ul style="list-style-type: none"> • < 1 year • ≥ 1 and < 5 years • ≥ 5 and < 10 years • ≥ 10 years 	<p>0 points 10 points 15 points 20 points</p>	20 Points
3.	<p>Size of the organisation where an IT Service Management Solution/s has been implemented:</p> <p>Tenderer to demonstrate their capability in implementing an IT Service Management solution for an organisation based on their number of employees.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of employees, as well as all the referee's contact details.</p> <p>Scoring will be based on the cumulative number of employees, as provided in the evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 13D: Information to be provided with the Tender.</p>	<ul style="list-style-type: none"> • < 500 employees • ≥ 500 but < 10 000 employees • ≥ 10 000 but < 20 000 employees • ≥ 20 000 and < 30 000 employees • ≥ 30 000 employees 	<p>0 points 5 points 10 points 15 points 20 points</p>	20 Points

4.	<p>Size of the IT Service Department where an IT Service Management solution has been implemented:</p> <p>Tenderer to demonstrate their capability in implementing an IT Service Management solution for an organisation based on their number of IT Staff.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of IT staff, as well as all the referee's contact details.</p> <p>Scoring will be based on the cumulative number of IT Staff, as provided in the evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 13E: Information to be provided with the Tender.</p>	<ul style="list-style-type: none"> • < 10 IT staff • ≥ 10 but < 100 IT Staff • ≥ 100 but < 250 IT Staff • ≥ 250 and < 300 IT Staff • ≥ 300 IT Staff 	<p>0 points 5 points 10 points 15 points 20 points</p>	20 Points
5.	<p>Comparable Project / Client implemented by the tendering entity</p> <p>Tenderer to demonstrate where an IT Service Management solutions have been implemented by the tendering entity within the last 7 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Refer Section 13.4 in specifications for the overview of the City's environment.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, identifying the client indicating the size of the organisation in terms of number of IT Staff, Role performed where an IT Service Management solution was implemented within the last 7 years, or where implementation is still in progress as well as all the referee's verifiable contact details. Clearly identify if the client is a Public Sector client.</p> <p>Scoring will be based on the number of clients, as confirmed in the evidence. For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of 200 IT Staff. A Project / Client with less than 200 IT Staff will therefore not be scored. This excludes clients within the Public Sector.</p> <p>Please respond to this functionality requirement and provide evidence to your response in Schedule 13F: Information to be provided with the Tender.</p>	<ul style="list-style-type: none"> • 0 clients • < 3 clients • ≥ 3 but < 5 clients • ≥ 3 but ≤ 5 clients with at least 1 client in the Public sector • > 5 clients • > 5 clients with at least 1 client in the Public sector 	<p>0 points 4 points 8 points 12 points 16 points 20 points</p>	20 Points

6.	<p>Previous Implementation Project Value of projects implemented by the Tendering Entity</p> <p>Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting an IT Service Management Solution within the last 7 years. Refer to Section 13.4 in the specifications for the overview of the City's environment.</p> <p>The tenderer must submit a list of successfully completed project(s) within the last 7 years, showing the value of the project, name of the client and verifiable contact details. Scoring will be based on the cumulative value of the completed and projects in progress within the last 7 years.</p> <p>Please respond to this functionality requirement and provide evidence to your response in Schedule 13G: Information to be provided with the Tender.</p>	<ul style="list-style-type: none"> • R0 • < R25M • ≥ R25M and < R50M • ≥ R50M and < R75M • ≥ R75M and ≤ R100M • > R100M 	<p>0 points 4 points 8 points 12 points 16 points 20 points</p>	20 Points
7.	<p>Organisational Change Management for ITSM implementation</p> <p>Tenderer to demonstrate their organisational change management experience as per the Specification listed in 13.8.2. as part of the implementation success for their clients.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the detailed organisational management plan and approach</p> <p>Scoring will be based on the cumulative number of successful organisational change management implementations for an ITSM solution based on the size of the organisation and reference letter</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 13H: Information to be provided with the Tender.</p>	<ul style="list-style-type: none"> • Successful plan and implementation with ≥ 300 IT Staff • Successful plan and implementation with ≥ 200 but < 300 IT Staff • Successful plan and implementation with ≥ 100 but < 200 IT Staff • Successful plan and implementation with < 100 IT Staff <p>Reference Letters Successful plan and implementation with reference letters will be scored as follows:</p> <ul style="list-style-type: none"> • 3 or more ref letters • 2 ref letter • 1 ref letter • No ref letter 	<p>15 points 12 points 8 points 4 points</p>	20 Points
	Total			140 Points

The minimum qualifying score for functionality is **98 points (70%)** out of a maximum of **140 achievable points**.

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

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed

format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring

2.2.1.1.6 Technical Schedule

In order for the Bid Evaluation Committee to determine whether the OSM Solutions offered meets all the technical specifications and requirements of the City of Cape Town, tenderers **MUST** complete ALL the applicable Technical Schedules:

- a) Schedule 13I: Solution Component 1 – Service Design (Refer to Paragraph 13.6.1)
- b) Schedule 13J: Solution Component 2 – Service Transition (Refer to Paragraph 13.6.2)
- c) Schedule 13K: Solution Component 3 – Service Operation (Refer to Paragraph 13.6.3)
- d) Schedule 13L: Solution Component 4 – General (Refer to Paragraph 13.6.4)
- e) Schedule 13M: Non-Functional Requirements (Refer to Paragraph 13.7.1)
- f) Schedule 13N: Technologies Supported (Refer to Paragraph 13.7.2)
- g) Schedule 13Q: Project Plan (Refer to paragraph 13.8)

2.2.1.1.7 Provision of samples

Not applicable to this tender

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and

experienced to comprehend the implications of the work involved.

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

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

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

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

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

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

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

2.2.17 Provide other material

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

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for

municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the Price Schedule (Part 5) based on the sum of the prices/rates in relation to the estimated quantities, applicable to the lifespan of the contract.

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) Above R50 mil	Evidence
Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of			
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1.5 points >0% - 25% women ownership: 0.5 points 0% women ownership = 0 points	3	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1.5 points >0% - 25% black ownership: 0.5 points 0% black ownership = 0 points	3	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 point >0% - 2% ownership: 0.5 point 0% ownership = 0 points	1	<ul style="list-style-type: none"> Proof of disability Company Registration Certification
Reconstruction and Development Programme (RDP) as published in Government Gazette			
4	Promotion of Micro and Small Enterprises Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996) SME partnership, sub-contracting, joint venture or consortiums	3	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover
	Total points	10	

**Ownership: main tendering entity*

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources,

equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1 Page 25 of 189

TENDER NO: 048S/2023/24

TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (IT SERVICE MANAGEMENT) SOLUTION FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2034

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)	

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 048S/2023/24 - SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (IT SERVICE MANAGEMENT) SOLUTION FOR THE CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 048S/2023/24 - SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (IT SERVICE MANAGEMENT) SOLUTION FOR THE CITY OF CAPE TOWN]

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

.....

.....

2 Subject

Details

.....

.....

.....

.....

3 Subject

Details

.....

.....

.....

.....

4 Subject

Details

.....

.....

.....

.....

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

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

(5) PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 General specifications for items in the (5) Price Schedule, appear in Section 13 – Specifications. Tenderers must refer to these specifications when completing the Price Schedule.
- 5.9 **Mark-up percentage (%)** is the method where an all-inclusive mark-up percentage (%) is applied to the Recommended Retail Price List [RRPL] of the Original Equipment Manufacturer(s) [OSM].
 - **Mark-up percentage (%)** is the mark-up amount expressed as a percentage (%) of the OSM Recommended Retail Price by applying the formula:
 - $\text{Mark-up \%} = (\text{Mark-up amount} / \text{discounted OSM RR Price}) \times 100$
 - **Evaluation Price** – This is the price that will be invoiced to the City and is calculated by the formula:
 - $\text{Evaluation Price} = \text{OSM Price} + \text{Mark up}$
 - **Fixed rates** per unit as specified for services, per CCT financial year or part thereof, and is not subject to any further form of price adjustment.

All tendered rates must be in Rand (ZAR) and exclude VAT.

The rates tendered for locally provided services (Schedules B,C,E) will be based on the rates tendered and subject to adjustment in terms of CPI as referred to in Schedule 8.

- 5.10 The Tenderer shall provide detailed and comprehensive OSM Price Lists, for each OSM listed in the Price Schedules, in support of their Bid in Schedule 13O. The OSM price is the Original Equipment Manufacturer's Price at the closing date of the tender. CCT reserves the right to approach the Original Equipment Manufacturers directly for OSM Price Lists, if required to ensure fair, equitable, transparent, competitive and cost-effective evaluation of the Bid.

Confirmatory and verifiable evidence that may be in the form of a letter to be provided by the OSM or Authorised / Accredited Distributor confirming that the Price List is submitted in respect of the relevant tender.

- 5.11 The Tenderer shall note that Cost Breakdown provided in Schedule 13P will **not** be for the evaluation or award of the tenderer's bid and must not be viewed as the scope of work or extent of the work or as the price list and therefore has no contractual standing. Tenderers must complete either Table 13P1 (On-premise Solution) or 13P2 (Cloud Solution) or 13P3 (Hybrid Solution) whichever is applicable to their specific solution tendered.
- 5.12 For goods the award of the tender will be based on the OSM(s) indicated by the tenderer, and mark-up percentages (%) the tenderer applies to a specific OSM's Price List. The award for locally provided services (labour, etc.) will be based on the yearly fixed rates proposed by the Tenderer. The Tenderer must provide the relevant OSM Price Lists in Schedule 13O.

5.13 Response to Price Schedules

In the following schedules tenderers must respond with their pricing for their proposed solutions and services to deliver on the technical specification and requirements stated in Section 13 Specifications of this tender document. Schedules A to E will be used to define the prices and/or rates in the contract that will be concluded with the tenderer to whom the tender is awarded to. Therefore, Schedules A to E must adhere to all of the Pricing Instructions above and will be verified w.r.t. to these Pricing Instructions during the tender evaluation.

Please note in Schedule 8 and clause 17.4 in Section 7, Special Conditions of Contract, Price Schedules and Tables to which price adjustments applies and Schedules and Tables to which fixed prices and/or rates, are identified. The price evaluation of the tender responses to determine the rating of bid responses where the lowest priced bid will be ranked no. 1, will solely be based on estimated quantities.

Please refer to clause 2.3.10.3.1 where it is stated scoring will be based on estimated quantities. Estimated quantities are defined for these items that is relevant to the City of Cape Town environment and in relation to the term of the contract. This implies, the evaluation price the City calculates equals a Total Cost of Ownership amount.

SCHEDULE A: Supply of the IT Service Management Software Solution**Table A: Software and Licencing.**

This schedule is for the ITSM solution which can be an on premise solution, cloud base solution or hybrid solution. The City has no preference for the solution method and will select the solution that meet all the requirements and specification as defined in this tender and has the lowest Total Cost of Ownership. For this reason the price response table and items in Schedule A have items for once off costs and recurring costs. Solutions required include software product(s) and licensing for the software product.

Software product costs are viewed as once-off costs. The licensing for such a software product may be based on for example, per user licensing or a client access license (CAL) or transaction based licensing. Further possible costs the City identifies would be for software maintenance costs. This licensing model is understood to be most relevant but not exclusive to on premise solutions. For Cloud based solution such as a Software as a Service (SaaS), or equivalent offering, the cost may be based on a subscription model however other models will be considered. A subscription can be based for example, on per user fee, per transaction fee or a resource capacity fee (volume of transactions, storage or processing capacity). Subscriptions costs are viewed as recurring costs.

Tenderers are therefore required to respond with the all-inclusive costs (refer to 5.3) of the once-off and recurring cost of their proposed solution. Tenderers must also identify and explain in full the licensing model that applies to their proposed solution in order for the City to understand the license and cost model in its entirety to determine total cost of ownership. Please use the table below for the submission of all your licence components paying careful attention to the table Headings, quantity bands stipulated, unit of measure etc. The full licensing model inclusive of terms and conditions etc. must also be submitted as an attachment to Schedule 13P In the case where a license model provides for unlimited use, quantity brackets of users for example per x number of users as well as where concurrent users apply, tenderers must clearly indicate and explain this. Where cost is based on a scale of quantity brackets, the full cost scale per bracket must be submitted.

Table A below will be used for evaluation purposes. Refer to Section 13 Specifications, paragraphs 13.6, 13.7 and 13.8.1 describing the functional requirements.

Where a cost model differs from the indicated unit of measure in the table below the bidder must calculate the price to align with the unit of measure indicated.

Tenderers must identify the software OSM or vendor in the indicated column (column 3), Supply the Unit Price relating to the Unit of Measure specified in column 5. For the purposes of evaluation, Tenderers must use a fixed exchange rate of R18/\$ to calculate the unit price in ZAR. Tenderer must indicate the type of license (Perpetual, Subscription or Concurrent) for the offered solution in column 6. Tenders must further include their respective Mark-up percentage in column 7 and price as per OSM Recommended Retail Price List in column 8. A reference as to where the unit price listed in the table can found on the pricelist must be inserted into column 4.

In this table, tenderers must respond with all the once-off and/or recurring costs that applies over the term of the contract, which in this case is ten years not exceeding 30 June 2034.

Tenders are reminded to complete Schedules 13A, 13B through to 13H and attach to Schedule 13O the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response

Item (Column 1)	Description (Column 2)	Source of Goods Identify OSM or Distributor (Column 3)	Pricelist reference (Column 4)	Unit of Measure (Column 5)	Type (Indicate Perpetual, Subscription or Concurrent) (Column 6)	Mark-Up (%) (Column 7)	OSM Price/Supplier Price (Column 8)
IT SERVICE MANAGEMENT Software (Software pricing once off cost)							
A.1.1.	1-199 System Users		Reference item number in OSM pricelist	Per user		%	R
A.1.2.	200-399 System Users		Reference item number in OSM pricelist	Per user		%	R
A.1.3.	400-599 System Users		Reference item number in OSM pricelist	Per user		%	R
A.1.4.	≥600 System Users		Reference item number in OSM pricelist	Per user		%	R
IT SERVICE MANAGEMENT Software (Recurring Cost)							
A.2.1.	1-199 System Users		Reference item number in OSM pricelist	Per user per month		%	R
A.2.2.	200-399 System Users		Reference item number in OSM pricelist	Per user per month		%	R
A.2.3.	400-599 System Users		Reference item number in OSM pricelist	Per user per month		%	R
A.2.4.	≥600 System Users		Reference item number in OSM pricelist	Per user per month		%	R

SCHEDULE B: INSTALLATION AND IMPLEMENTATION OF THE IT SERVICE MANAGEMENT SOLUTION:**Once-off Costs for Services**

This table is for the pricing of services to install, configure, and deploy the proposed OSM solution for the proposed IT Service Management Solution. Refer to Clause 13.8.2 of the Specifications and relevant paragraphs describing the implementation requirements.

Tenders are reminded to complete the Schedules 13A, 13B through to 13H and attach to Schedule 13O the OSM Recommended Retail Price List.

Item	Description	Unit	Price per unit (Excl. VAT)
B.1.	Installation and Implementation of the complete IT Service Management Solution to the implementation requirements, project methodology and deliverables	Complete Installation of solution	R

SCHEDULE C: MAINTENANCE AND SUPPORT SERVICES ON THE IT SERVICE MANAGEMENT SOLUTION

This table is for the pricing of the solution maintenance and support services for the IT Service Management Solution. Please refer to Clause 13.8.3 Specifications for detail specifications of the solution maintenance and support requirements.

Tenderers are required to respond for all services. Note rates are fixed and subject to Contract Price Adjustment as set out in Schedule 8. Failure to complete each category of the pricing schedule will render the tender non-responsive. Fill in the costing table as provided below.

Tenderers are reminded to complete the Schedules 13A, 13B through to 13H and attach to Schedule 13O the OSM Recommended Retail Price List.

Item	Description	Unit of Measure	Price per unit(excl. VAT) Year 1
C.1.	Software Solution Maintenance Maintenance refers to what the Service Provider would provide and does not refer to a Professional service	Per annum	R
C.2.	Solution Support Support refers to what the Service Provider would provide and does not refer to a Professional service	Per annum	R

SCHEDULE D: TRAINING ON THE IT SERVICE MANAGEMENT SOLUTION

This table is for the pricing of services for training on the OSM solution for the proposed IT Service Management Solution. Refer to Clause 13.8.4 Specifications and relevant paragraphs describing the training requirements.

Tenderers are required to respond for all services. Note rates are fixed and subject to Contract Price Adjustment as set out in Schedule 8. Failure to complete each category of the pricing schedule will render the tender non-responsive. Fill in the costing table as provided below.

Tenderers are reminded to complete the Schedules 13A, 13B through to 13H and attach to Schedule 13O the OSM Recommended Retail Price List.

Item	Description	Unit	Price per Unit (excl. VAT)
IT SERVICE MANAGEMENT System CMDB Management			
D.1.1.	Role based training: 1 to 5 Trainees (Classroom based)	Rate per Person	R
D.1.2.	Role based training: 6 to 10 Trainees (Classroom based)	Rate per Person	R
D.1.3.	Role based training: 11+ Trainees (Classroom based)	Rate per Person	R
D.1.4.	Role based training: 1 to 5 Trainees (Virtual)	Rate per Person	R
D.1.5.	Role based training: 6 to 10 Trainees (Virtual)	Rate per Person	R
D.1.6.	Role based training: 11+ Trainees (Virtual)	Rate per Person	R
IT SERVICE MANAGEMENT System Administrators			
D.2.1.	Role based training: 1 to 5 Trainees (Classroom based)	Rate per Person	R
D.2.2.	Role based training: 6 to 10 Trainees (Classroom based)	Rate per Person	R
D.2.3.	Role based training: 11+ Trainees (Classroom based)	Rate per Person	R
D.2.4.	Role based training: 1 to 5 Trainees (Virtual)	Rate per Person	R
D.2.5.	Role based training: 6 to 10 Trainees (Virtual)	Rate per Person	R
D.2.6.	Role based training: 11+ Trainees (Virtual)	Rate per Person	R

IT SERVICE MANAGEMENT System Users : IT Service Desk Agents and 2nd & 3rd Line IT Support Staff			
D.3.1.	Role based training: 1 to 5 Trainees (Classroom based)	Rate per Person	R
D.3.2.	Role based training: 6 to 10 Trainees (Classroom based)	Rate per Person	R
D.3.3.	Role based training: 11+ Trainees (Classroom based)	Rate per Person	R
D.3.4.	Role based training: 1 to 5 Trainees (Virtual)	Rate per Person	R
D.3.5.	Role based training: 6 to 10 Trainees (Virtual)	Rate per Person	R
D.3.6.	Role based training: 11+ Trainees (Virtual)	Rate per Person	R
IT SERVICE MANAGEMENT System Users :IT Change Management			
D.4.1.	Role based training : 1 to 5 Trainees (Classroom based)	Rate per Person	R
D.4.2.	Role based training: 6 to 10 Trainees (Classroom based)	Rate per Person	R
D.4.3.	Role based training: 11+ Trainees (Classroom based)	Rate per Person	R
D.4.4.	Role based training: 1 to 5 Trainees (Virtual)	Rate per Person	R
D.4.5.	Role based training : 6 to 10 Trainees (Virtual)	Rate per Person	R
D.4.6.	Role based training 11+ Trainees (Virtual)	Rate per Person	R
IT SERVICE MANAGEMENT System Users : IT Problem Management			
D.5.1.	Role based training: 1 to 5 Trainees (Classroom based)	Rate per Person	R
D.5.2.	Role based training: 6 to 10 Trainees (Classroom based)	Rate per Person	R
D.5.3.	Role based training: 11+ Trainees (Classroom based)	Rate per Person	R
D.5.4.	Role based training: 1 to 5 Trainees (Virtual)	Rate per Person	R
D.5.5.	Role based training 6 to 10 Trainees (Virtual)	Rate per Person	R
D.5.6.	Role based training 11+ Trainees (Virtual)	Rate per Person	R

IT SERVICE MANAGEMENT System Users : IT Supervisor & Managers Training			
D.6.1.	Role based training: 1 to 5 Trainees (Classroom based)	Rate per Person	R
D.6.2.	Role based training: 6 to 10 Trainees (Classroom based)	Rate per Person	R
D.6.3.	Role based training: 11+ Trainees (Classroom based)	Rate per Person	R
D.6.4.	Role based training: 1 to 5 Trainees (Virtual)	Rate per Person	R
D.6.5.	Role based training 6 to 10 Trainees (Virtual)	Rate per Person	R
D.6.6.	Role based training 11+ Trainees (Virtual)	Rate per Person	R

SCHEDULE E: PROFESSIONAL SERVICES OF THE IT SERVICE MANAGEMENT SOLUTION

This table is for the labour rates associated with the ad-hoc professional services for the IT Service Management Solution. Please refer to Clause 13.8.5 Specifications for detail specifications of the Professional Services requirements.

Tenderers are required to respond for all services. Note rates are fixed and subject to Contract Price Adjustment as set out in Schedule 8. Failure to complete each category of the pricing schedule will render the tender non-responsive. Fill in the costing table as provided below.

Tenderers are reminded to complete the Schedules 13A, 13B through to 13H and attach to Schedule 13O the OSM Recommended Retail Price List.

Item	Description	Unit	Price per unit (Excl. VAT) (Year 1)
E.1.	Project Manager for ITSM	Per hour	R
E.2.	Senior Project Manager for ITSM	Per hour	R
E.3.	IT SERVICE MANAGEMENT Technical Architect for ITSM	Per hour	R
E.4.	Senior IT SERVICE MANAGEMENT Technical Architect for ITSM	Per hour	R
E.5.	Service Level Management Specialist for ITSM	Per hour	R
E.6.	Senior Service Level Management Specialist for ITSM	Per hour	R
E.7.	Product Specialist for ITSM	Per hour	R
E.8.	Senior Product Specialist for ITSM	Per hour	R
E.9.	Report Writer for ITSM	Per hour	R
E.10.	Senior Report Writer for ITSM	Per hour	R
E.11.	Developer for ITSM	Per hour	R
E.12.	Senior Developer for ITSM	Per hour	R
E.13.	Business Analyst for ITSM	Per hour	R
E.14.	Senior Business Analyst for ITSM	Per hour	R
E.15.	Change Management Specialist for ITSM	Per hour	R

(6) SUPPORTING SCHEDULES**Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

YES		NO	
-----	--	----	--

1.1 If YES, submit audited annual financial statements:

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

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

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

YES		NO	
-----	--	----	--

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

2.2 If YES, provide particulars:

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

YES		NO	
-----	--	----	--

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

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

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

YES		NO	
-----	--	----	--

4.1 If YES, furnish particulars below

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

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

 Date

Schedule 3: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

Definitions

The following definitions shall apply to this schedule:

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 3.1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars

- 3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars

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

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

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

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

Full Name	Identity Number	State Employee Number

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

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

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

 Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

YES		NO	
-----	--	----	--

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

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

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

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

YES		NO	
-----	--	----	--

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

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

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

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

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

 Date

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

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

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

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

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

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(4b) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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

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

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____

(Name of tenderer)

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

The tenderer:

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

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

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

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

8.1 Pricing Instructions:

8.1.1 Contract Price Adjustment (CPA) is not applicable to items tendered for within Pricing Schedule-Schedule A . Mark-up percentage will be fixed for the duration of the contract. For each purchase order, a quotation must be submitted by the successful bidder which must be accompanied by an updated Original Software Manufacturer (OSM) recommended price list or Supplier Price List in order for the City to verify the purchase order price.

8.1.2 Contract Price Adjustment (CPA) is not applicable to items tendered for within Pricing Schedule-Schedule B.

8.1.3 Contract Price Adjustment (CPA) is applicable only to items tendered within Price Schedule - Schedule C, D and E, as per the below CPA mechanism. Contract Price Adjustment will be applicable as from commencement of the 13th month of the contract period.

Tenderers shall be entitled to claim contract price adjustment as follows:

90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI) as follows:

1st year: 12 months from date of commencement of contract. Firm – No request for price increases shall be entertained.

2nd year: From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the date of commencement. The end month shall be three (3) calendar months prior to the 12th month.

3rd year: From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 13th month. The end month shall be three (3) calendar months prior to 24th month.

4 th year: From start of 37th month to end of the 48th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 25th month. The end month shall be three (3) calendar months prior to 36th month.

5 th year: From start of 49th month to end of the 60th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 37th month. The end month shall be three (3) calendar months prior to 48th month.

6 th year: From start of 61st month to end of the 72nd month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 49th month. The end month shall be three (3) calendar months prior to 60th month.

7 th year: From start of 73rd month to end of the 84th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 61st month. The end month shall be three (3) calendar months prior to 72nd month.

8 th year: From start of 85th month to end of the 96th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 73rd month. The end month shall be three (3) calendar months prior to 84th month.

9 th year: From start of 97th month to end of the 108th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 85th month. The end month

shall be three (3) calendar months prior to 96th month

10th year: From start of 109th month to end of the 120th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 97th month. The end month shall be three (3) calendar months prior to 108th month.

The average CPI calculated, the base month to the end month (both included) divided by the number of months. The claim will be based on the average between the “base month” and the “end month” e.g.: $7+6+9+6 = 28$ ($28/4$) = 7 therefore the claim will be 7%. 10% of the tendered rate will remain fixed.

8.3 CPA Process:

All requests for variation in the Contract price shall be submitted in writing as follows: By email to: **CPA.Request@capetown.gov.za** prior to the date upon which the price adjustment would become effective.

8.3.1 When submitting a claim for contract price adjustment the Contractor shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim. Contractor to apply for contract price adjustment timeously.

8.3.2 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.

8.3.3 Process that will be followed

- Contractor submits all the documentation indicated above prior to the effective date of the variation.
- The City will consider the variation and based on the documentary evidence, the City may approve the variation.
- Letters authorising the price variation will be communicated to the contractor indicating the effective date.

All purchase orders for the contracted goods shall be issued at, and the Goods supplied, invoiced and paid for at the contract unit prices approved for that period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays. All purchase orders from the effective date will be generated at the approved contract price. Purchase orders placed prior to the effective date will not be varied

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [048S/2023/24: SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (IT SERVICE MANAGEMENT) SOLUTION FOR THE CITY OF CAPE TOWN] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

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

Schedule 10: Price Basis for Imported Resources

NOT APPLICABLE TO THIS TENDER

Schedule 11: List of other documents attached by tenderer
--

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

Schedule 12: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Information to be provided with the tender

The following information shall be provided with the Tender. Where the provided space is insufficient or the Tenderer is required or select to provide the requested information as an attachment to the tender response such attachment must be indexed and clearly reference to the section in the tender document where the information is requested as well as the relevant sub-schedule where space is provided for the response to the requested information.

The following information shall be provided with the Tender:

a) OSM Accreditation/ Authorisation

Schedule 13A: Tenderers are to attach proof of OSM Accreditation/ Authorisation, as per clause 2.2.1.1.4 of the Eligibility Criteria.

b) Functionality:

Schedules 13B to 13H Tenderer's are to complete the Evidence to Functionality Schedules i.e. Schedules 13B, 13C, 13D, 13E, 13F, 13G, 13H, as per clause 2.2.1.1. 5 of the Eligibility Criteria.

c) Technical Schedule:

Schedules 13I to 13N Tenderers are to complete Schedules 13I, 13J, 13K, 13L, 13M and 13N as per clause 2.2.1.1.6 of the Eligibility Criteria.

d) Pricing Instructions – OSM Recommended Retail Price List:

Schedule 13O: Tenderers are to attach proof of the OSM Recommended Retail Price List as per clause 5.10 to 5.12 of the Pricing Instructions.

e) Additional Requirements for Information Purposes only:

Schedule 13P: Tenderers are to complete Schedule 13P in line with clause 5.11 of the Pricing Instructions.

Schedule 13Q – Project Plan: Tenderers are to complete Schedules 13Q of Section 13 of the tender.

It must be noted that this information will not be used for evaluation purposes

Schedule 13A – OSM Accreditation / Authorisation (Refer to paragraph 2.2.1.1.4 of the Eligibility Criteria)

Tenderers must be authorised or accredited by the OSM or copyright holder to sell, distribute, implement and support the software solution 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 OSM or copyright holder, must be submitted.

Tenderers are to submit, either with their tender submission (attached to Schedule 13A), or within a specified timeframe after being requested to do so; proof of authority from the OSM to sell, distribute, implement and support the products of the OSM or copyright holder. (Certificates for ALL of the following must be provided):

- Partner Certificate for major accounts
- Certified for Large Organisations Licencing
- Partner Certification status relevant to implementing each of the solutions offered

Confirmatory letter to be provided by the OSM or Authorised / Accredited Distributor confirming that the Price List (attached to Schedule 13O) is submitted in respect of the relevant tender.

SIGNED ON BEHALF OF TENDERER:

Schedule 13B – Experience of the Tendering Entity providing IT Service Management Solutions (Refer to paragraph 2.2.1.1.5, Item 1 of the Eligibility Criteria)

Tenderer to demonstrate knowledge and experience in supply, implementation, transitioning IT Service Management Solutions.

Tenderers must provide verifiable evidence. This evidence may be in the form of a volume report from the manufacturer, reference letters on the referee’s letterhead specifying the details and scope of an IT Service Management Solutions, Role performed (Main Contractor, Sub-Contractor, etc.), the number of continuous years they have been actively receiving the IT Service Management solution from the tenderer, as well as all the referee’s verifiable contact details.

Client	Solution Provided	Role Performed	Start Date	End Date	Referance contact name	Reference contact e-mail address

SIGNED ON BEHALF OF TENDERER:

Schedule 13C – Operational Experience of Maintaining and Supporting of an ITSM solution by the Tendering Entity (Refer to paragraph 2.2.1.1.5, Item 2 of the Eligibility Criteria)

Tenderer to demonstrate relevant experience as per the Specification; in post implementation software maintenance and support of an IT Service Management Solution for their clients. The scope and requirements for Implementation as well as Maintenance and Support are provided in Section 13.8.2 and 13.8.3 respectively, in the specifications section.

Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of years providing operational maintenance and support, Role performed as well as all the referee’s verifiable contact details.

Client	Solution Provided	Role Performed	Start Date	End Date	Reference contact name & e-mail address

SIGNED ON BEHALF OF TENDERER:

Schedule 13D – Size of the organisation where an IT Service Management Solution/s has been implemented (Refer to paragraph 2.2.1.1.5, Item 3 of the Eligibility Criteria)

Tenderer to demonstrate their capability in implementing an IT Service Management solution for an organisation based on their number of employees.

Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of employees, as well as all the referee's contact details.

Client	Solution Provided	Role Performed	Number of Employees	Reference contact name & e-mail address

SIGNED ON BEHALF OF TENDERER:

Schedule 13E – Size of the IT Service Department where an IT Service Management solution has been implemented (Refer to paragraph 2.2.1.1.5, Item 4 of the Eligibility Criteria)

Tenderer to demonstrate their capability in implementing an IT Service Management solution for an organisation based on their number of IT Staff.

Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of IT staff, as well as all the referee's contact details.

Client	Solution Provided	Role Performed	Number of IT Staff	Reference contact name & e-mail address

SIGNED ON BEHALF OF TENDERER:

Schedule 13F – Comparable Project / Client implemented by the tendering entity (Refer to paragraph 2.2.1.1.5, Item 5 of the Eligibility Criteria)

Tenderer to demonstrate where an IT Service Management solutions have been implemented by the tendering entity within the last 7 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Refer Section 13.4 in specifications for the overview of the City’s environment.

Tenderers must provide verifiable evidence. This evidence may be in the form of references, identifying the client indicating the size of the organisation in terms of number of IT Staff, Role performed where an IT Service Management solution was implemented within the last 7 years, or where implementation is still in progress as well as all the referee’s verifiable contact details. Clearly identify if the client is a Public Sector client.

Client	Solution Provided	Role Performed	Number of IT Staff	Start Date	End Date	Reference contact name & e-mail address	Public Sector (Yes/No)

SIGNED ON BEHALF OF TENDERER:

Schedule 13G – Previous Implementation Project Value of projects implemented by the Tendering Entity (Refer to paragraph 2.2.1.1.5, Item 6 of the Eligibility Criteria)

Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting an IT Service Management Solution within the last 7 years. Refer to Section 13.4 in the specifications for the overview of the City’s environment.

The tenderer must submit a list of successfully completed project(s) **within the last 7 years**, showing the value of the project, name of the client and verifiable contact details.

Client	Solution Provided	Role Performed	Project Value	Start Date	End Date	Reference contact name & e-mail address

SIGNED ON BEHALF OF TENDERER:

Schedule 13H – Organisational Change Management for ITSM implementation (Refer to paragraph 2.2.1.1.5, Item 7 of the Eligibility Criteria)

Tenderer to demonstrate their organisational change management experience as per the Specification listed in 13.8.2. as part of the implementation success for their clients.

Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the detailed organisational management plan and approach

SIGNED ON BEHALF OF TENDERER:

Schedule 13I – Technical Schedule: Functional Requirements for IT SERVICE MANAGEMENT Solution: Solution Component 1: Service Design

(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.6.1 of Functional Requirements)

The functional requirements for the IT SERVICE MANAGEMENT Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to SCHEDULE A in section (5) Price Schedule of this tender document. The Tenderer must indicate in the column “Compliant Yes / No / Partially” whether the proposed solution adhere or can deliver on ALL the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause 2.2.1 Eligibility Criteria and 2.3.7. Test for responsiveness on this matter.

*Out-of-Box = Standard Feature for which the CCT can utilize for our requirements

Configurable = Utilizing the Out-of-Box features to retrofit CCT requirements and processes

Custom = Requires software development to meet requirements and processes for the CCT.

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
1. Service Design				
1.1. Service Catalogue Management	a) The solution must provide an out-of-the-box static and actionable service catalogue that allows mapping of service offerings that can be configured and re-configured as necessary to the system be as well as deliver, measure, and configure services to meet the changing needs of the business.			
	b) The solution must have the ability to configure custom forms for service catalogue items. The solution must have the ability to configure custom checklist fields and associated business rules for service catalogue items.			

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	c) The solution must have the ability to configure custom fields for service catalogue items. The solution must have the ability to configure custom checklist fields and associated business rules for service catalogue items.			
	d) The solution must have the ability to configure custom check list questions for service catalogue items and option for mandatory fields or items.			
	e) The solution must have the ability to provide a single source of consistent information on all production/live services.			
	f) The solution must have the ability to provide different views of the service catalogue, such as technical service catalogue and business service catalogue.			
	g) The solution must have the ability to define services with associated features, benefits, service levels, pricing-and/or costing, and components.			
	h) The solution must have the ability to provide a structured content framework such as services categories, services and sub services.			
	i) The solution must have the ability to provide configurable service definition templates.			
	j) The solution must have the ability to retrieve and display services via a search engine.			
	k) The solution must have the ability to create and track service requests and incidents through the service catalogue.			

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	l) The solution must have the ability to publish the service catalogue.			
	m) The solution must have the ability to define new service in the pipeline and save without publishing			
	n) The solution must have the ability to automatically approve pre-defined services which are obtained automatically.			
1.2. Service Level Management	a) The solution must have the ability to measure service quality and timelines against defined benchmarks and metrics for service targets (STs) defined in service level agreements (SLAs), operational level agreements (OLAs) and underpinning contracts (UCs) for tracking and reporting.			
	b) The solution must have the ability to define the criticality of services and incorporate this into the definition/calculation of SLA targets			
	c) The solution must have the ability to record availability metrics calculated based on incident reporting			
	d) The solution must have the ability to publish different service levels for the same service (e.g.: bronze, silver, gold, platinum levels).			
	e) The solution must have the ability to prioritise incidents, requests, problems, and changes based on operational level agreements (OLA's) and/or service level agreements (SLA's) and/or underpinning contracts with suppliers.			
	f) The solution must have the ability to define multiple			

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	support centres/service teams/units, business working hours, and holidays. The Solution must have the ability to record Business Customers, Working Hours and public holidays			
	g) The solution must have the ability to record Business Customers, Working Hours and public holidays			
	h) The solution must have the ability to provide escalation notification through multiple communication channels not limited to emails or sms at predefined intervals.			
	i) The solution must have the ability to provide information on service target breaches in the statistical and real-time information.			

SIGNED ON BEHALF OF TENDERER:

Schedule 13J – Technical Schedule: Functional Requirements for IT SERVICE MANAGEMENT Solution: Solution Component 2: Service Transition

(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.6.2 of Functional Requirements)

The functional requirements for the IT SERVICE MANAGEMENT Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to SCHEDULE A in section (5) Price Schedule of this tender document. The Tenderer must indicate in the column “Compliant Yes / No / Partially” whether the proposed solution adhere or can deliver on ALL the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause 2.2.1 Eligibility Criteria and 2.3.7. Test for responsiveness on this matter.

*Out-of-Box = Standard Feature for which the CCT can utilize for our requirements

Configurable = Utilizing the Out-of-Box features to retrofit CCT requirements and processes

Custom = Requires software development to meet requirements and processes for the CCT.

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
2. Service Transition				
2.1. Service Asset Management and Configuration	a) The solution must be able to integrate with incident, problem, change, service level, service asset management, service catalogue, knowledge and release management to enable the creation and maintenance of the linked relationships between configuration item (CI) Records and associated process records.			
	b) The solution must be able to record configuration item (CI) details of varying complexity as per below:			

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	<ul style="list-style-type: none"> • Hardware Configuration: This level includes hardware-specific configuration items, such as BIOS settings, hardware drivers, and firmware updates. • Operating System Configuration: This level includes Windows-specific configuration items, such as registry settings, group policy settings, and Windows updates. • Application Configuration: This level includes application-specific configuration items, such as application settings, configuration files, and application updates. • Security Configuration: This level includes security-specific configuration items, such as firewall settings, antivirus updates, and security policy settings. • Each of these configuration item levels can be managed using different tools in Windows Server, such as Group Policy Management Console (GPMC), System Center Configuration Manager (SCCM), or Windows PowerShell 			
	<p>c) The solution must have the ability to support asset acquisition – procurement, configuration and</p>			

TENDER NO: 048S/2023/24

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	warranty tracking with a lifecycle management approach.			
	d) The solution must have the ability to manage all IT related CIs through their lifecycle.			
	e) The solution must have the ability to record/tag vendor and manufacturer information as part of the CI information.			
	f) The solution must have the ability to automatically discover, populate and verify CI Information including the relationships between CIs			
	g) The solution must have the ability to discover, verify, record, and control all configuration items (CIs) ie hardware and software through their entire lifecycle.			
	h) The solution must be able to identify and record software information such as applications installed, service packs, updates and license support.			
	i) The solution must provide a single entry point to view, query and report on in-scope CI information.			
	j) The solution must be able to link CIs to owners, locations, and departments.			
	k) The solution must be able to integrate into the City of Cape Town corporate asset management system with an ability to add additional attributes.			

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	l) The solution must be able to create inventory reports with information such as trends and distribution.			
	m) The solution must have the ability to view CI information, and where possible connect to the CI being viewed via an integrated remote take-over tool (i.e. viewing a desktop CI information and then being able to remotely access the desktop)			
	n) The solution must have the ability to generate notifications based on maintenance hold schedules e.g. code/change freeze period			
	o) The solution must have the ability to view and link all tickets for a specific CI			
	p) The solution must have the ability to provide historical tracking of CI ownership.			
	q) The solution must able to record all contracts information and provide alerts for contract expiration.			
	r) The solution must be able to associate CIs with a SLA, OLAs and UCs where required.			
2.2. Change management	a) The solution must have the ability to approve, record, postpone, reject and cancel request for changes.			
	b) The solution must have the ability to configure workflow features and tasks for change assessment			

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	and approvals (based on defined criteria) with in-built approvals/rejections			
	c) The solution must be able to sort/filter changes by priority.			
	d) The solution must have the ability to plan change releases with the ability to include the necessary roll back plans and procedures.			
	e) The solution must have the ability to monitor the change request life cycle.			
	f) The solution must have the ability to schedule all future planned changes that should be presented in a calendar view.			
	g) The solution must have the ability to automatically assign change request tasks through workflow routing.			
	h) The solution must have the ability to automatically route request for changes to appropriate authorisation bodies and predefine or categorize a change by change type, impact and risk to define the priority of the change.			
	i) The solution must have the ability to allow us to record and attach pre-defined criteria and information and supporting documentation relating to the change to allow the change authority to evaluate the change.			

TENDER NO: 048S/2023/24

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	j) The solution must have the ability to capture planning and scheduling of all tasks and personnel associated with the request for change.			
	k) The solution must have the ability to display a forward schedule of change.			
	l) The solution must be able to record and track the planning, management and successful rollout and roll back of approved changes			
	m) The solution must be able to calculate risk and impact level associated with a change based on defined criteria			
	n) The solution must be able to record the post-implementation review (PIR) for all unsuccessful changes for future reference and use.			
	o) The solution must have the post-implementation review template that is customisable.			
	p) The solution must have the ability to workflow a post-implementation review template up to approval.			
	q) The solution must have the ability to manage the use of CI baselines through the configuration management database (CMDB).			
	r) The solution must have the ability for the proposed change to be sent to predefined people/teams (CI owners) to be checked and released/updated.			

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	s) The solution must have the ability to relate a change request to a CI (QA, Production, development etc)			
	t) The solution must have the ability to have a cut-off for change request submissions			
	u) The solution must have the ability to cater for multi level change authorities			
	v) The solution must be able to spawn off multiple tasks to the various technical teams to perform any work on complex changes which might require more than one resource			
2.3. Release and Deployment Management	a) The solution must have the ability to link and cross reference changes in the solution to releases being managed within SAP Sol Man.			
2.4. Knowledge management	a) The solution must have the ability to configure and categorise content in the knowledge base as frequently asked questions (FAQ's) and / or checklists.			
	b) The solution must have the ability to conduct fast knowledge searches using the criteria ie keywords contained within an article.			
	c) The solution must have the ability to conduct searches based on but not limited to, keywords, Boolean string or string of characters with wild cards.			

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	d) The solution must have the ability to cross reference solutions and content for re-use.			
	e) The solution must have the ability to inactivate records of any sort, with the ability to still search and retrieve them.			
	f) The solution must have the ability to store and upload information about legislations such as for SOX, ISO 20000, ISO 27001 and others.			
	g) The solution must have the ability to create and maintain links between related knowledge records.			
	h) The solution must have the ability to allow user feedback to rate knowledge articles.			
	i) The solution must have the ability to track and report on the use of a knowledge record.			
	j) The solution must have the ability to provide self-help features for example providing user training information such as access instructions, entitlement and ordering instructions.			

SIGNED ON BEHALF OF TENDERER:

Schedule 13K – Technical Schedule: Functional Requirements for IT SERVICE MANAGEMENT Solution: Solution Component 3: Service Operation

(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.6.3 of Functional Requirements)

The functional requirements for the IT SERVICE MANAGEMENT Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to SCHEDULE A in section (5) Price Schedule of this tender document. The Tenderer must indicate in the column “Compliant Yes / No / Partially” whether the proposed solution adhere or can deliver on ALL the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause 2.2.1 Eligibility Criteria and 2.3.7. Test for responsiveness on this matter.

*Out-of-Box = Standard Feature for which the CCT can utilize for our requirements

Configurable = Utilizing the Out-of-Box features to retrofit CCT requirements and processes

Custom = Requires software development to meet requirements and processes for the CCT.

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
3. Service Operation				
3.1. Service Request Management	a) The solution must have the ability to change a service request form based on the service item, without any programming for populating specific field for data capture.			
	b) The solution must provide a workflow tool to define services from initial request to fulfilment including the ability to support serial and parallel approval workflow paths.			
	c) The solution must have the ability to automatically assign tickets to support staff based on			

TENDER NO: 048S/2023/24

	classification availability, roster, holiday calendar, and approved leave.			
	d) The solution must allow for one or multiple approvals as part of the request fulfilment process			
	e) The solution must have the ability to automatically create new tasks when the service request status changes to a specific state.			
	f) The solution must have the ability to configure request models for common requests, with auto multiple tasks initiation, when one service request is raised to automate complex requests e.g. server decommissioning process.			
	g) The solution must allow for the nomination of an alternate approver and implementer without changing the workflow.			
	h) The solution must have the ability to send escalation alert messages for functional and hierarchal escalation at predetermined intervals.			
	i) The solution must have the ability to track compliance with service level agreements (SLAs).			
	j) The solution must have configurable workflows for routing assignments as per pre-defined business assignments/tasks.			
	k) The solution must have the ability to automatically create and assign work orders or tasks in order to fulfil a service request.			
	l) The solution must have the capability to create multiple service requests linked to a single Parent "Golden" Ticket to allow for end-to-end reporting of			

TENDER NO: 048S/2023/24

	a service request throughout its lifecycle until resolution.			
	m) The solution should have the ability to record and track billing or cross-charging for the request being fulfilled for ongoing costs of request fulfilment e.g.: by division, by department, by location, and against cost centres.			
3.2. Incident management	a) The solution must have the ability to change an incident form without any programming to populate specific field for data capture.			
	b) The solution must have controls to open, modify, change status to “on hold”, close and re-open incidents based on pre-established conditions using console or self-service portal for both internal employees and end users.			
	c) The solution must support matching of incident records, related problem records, known error records and relevant knowledge articles to assist service desk staff and/or for self-help end users.			
	d) The solution must have the ability to automatically trigger actions as per the underlying workflow when service level agreements (SLAs)/pre-defined thresholds are reached.			
	e) The solution must have incident templates to easily handle recurring incidents, with steps to be taken, sequence of actions, timescales and thresholds, and automatic escalation.			
	f) The solution must have multi-level hierarchical category fields to record the type of incident at opening, during the call, and at closing.			

TENDER NO: 048S/2023/24

	g) The solution must be able to assign an initial priority to incidents based on impact and urgency according to pre-established conditions i.e P1/P2 (service level agreements, business services impacted, level of service disruption etc)			
	h) The solution must have the ability to allow for the capturing of free rich text and attach multiple files and or artefacts for the recording of incident descriptions and resolutions.			
	i) The solution must be able to automatically populate and route incidents based on categorization, to support staff and/or groups			
	j) The solution must be able to automate notifications (communication to relevant parties) ie. emails, WhatsApp, SMS etc.			
	k) The solution must have the ability to route escalations based on service /operational level targets and vendor underpinning contracts at pre-defined thresholds.			
	l) The solution must have ability to close multiple incidents of same nature with a parent child relationship.			
	m) The solution must have the ability to record incident time stamps (ie total time to resolve, time between status changes and assigned between teams etc.)			
	n) The solution must have the ability to provide incident trend analysis.			
	o) The solution must have the ability to perform closure of incidents by utilising customisable			

TENDER NO: 048S/2023/24

	incident closure codes e.g. closure categorisation, root cause, and work around.			
	p) The solution must have the ability to facilitate the closure of all incidents when the associated problem, known error and change record is closed.			
	q) The solution must have the ability to link a CI to an incident.			
	r) The solution must allow notification of high priority incidents to multiple associates (support groups) eg SMS,WhatsApp or emails.			
	s) The solution must support automatic notifications and escalation of unresolved incidents in relation to call statuses and service level agreements and / or operation level agreements parameters and UC's.			
	t) The solution must facilitate the use of knowledge base and support check lists for incident diagnosis and resolution.			
	u) The solution must have the ability to automate the calculation of priority based on defined business impact and urgency factors.			
	v) The solution must allow the change of service level agreement and/or priority of an incident at any given time.			
	w) The solution must track changes applied to priority (impact and urgency).			
	x) The solution must be able to change a service request to an incident and vice versa			

	y) The solution must be able to link incident resolutions to knowledge base articles/work arounds.			
	z) The solution must record full history audit for the incident life cycle.			
	aa) Solution must have the ability to integrate with CIs to enable all staff to identify, investigate and diagnose incidents.			
	bb) The solution must be able to spawn off multiple tasks to the various technical teams to perform any work to resolve an incident			
3.3. Problem management	a) The solution must have the ability to record known errors in a known error database (KEDB).			
	b) The solution must have the ability to route and assign problem records to pre-defined user groups.			
	c) The solution must have the ability to assign impact and urgency codes to problem records.			
	d) The solution must have the ability to track and monitor problem resolution status.			
	e) The solution should have the ability to escalate/notify pre-defined teams/individuals when the “Root cause identified/Error identified” status has breached a pre-defined time limit.			
	f) The solution must have the ability to support sequential recording of diagnostic actions e.g. activities, troubleshooting, investigation and symptoms of the fault.			
	g) The solution should enable us to create templates based on recognised Problem investigation			

TENDER NO: 048S/2023/24

	techniques (i.e. Fishbone analysis, 5 why's, Mindmapping etc)			
	h) The solution must have the ability to provide incident trending for pro-active problem identification in relation to historical and related incident tracking.			
	i) The solution must have the ability to integrate into knowledge management to support investigations, diagnoses, root cause analysis techniques, and creating or updating workarounds, temporary fixes and resolutions.			
	j) The solution must have the ability to associate and maintain relationships between incidents, known error records and requests for change (RFCs) and CIs.			
	k) The solution must have built-in root cause analysis templates that are customisable and should include all current fields (root cause, resolution, preventative measures etc.). It should include for example: <ul style="list-style-type: none"> • Root cause categories and subcategories • Root cause owner (department) • Restored by team. 			
	l) The solution must have the ability to workflow a root cause analysis template up to approval.			
	m) The solution must have the ability to automatically record successful problem resolution information.			
	n) The solution must be able to spawn off multiple tasks to the various technical teams to perform any work to resolve a Problem			

3.4. Event management	a) The solution must have the ability but not limited to (via existing monitoring tools): <ul style="list-style-type: none">• Automatically create a ticket ie. incidents, problems, change requests and requests etc.• Auto-prioritise based on monitoring alerts• Provide workflows• Automate notifications (communication to relevant parties e.g. emails and sms).			
------------------------------	---	--	--	--

SIGNED ON BEHALF OF TENDERER:

Schedule 13L – Technical Schedule: Functional Requirements for IT SERVICE MANAGEMENT Solution: Solution Component 4: General

(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.6.4 of Functional Requirements)

The functional requirements for the IT SERVICE MANAGEMENT Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to SCHEDULE A in section (5) Price Schedule of this tender document. The Tenderer must indicate in the column “Compliant Yes / No / Partially” whether the proposed solution adhere or can deliver on ALL the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause 2.2.1 Eligibility Criteria and 2.3.7. Test for responsiveness on this matter.

*Out-of-Box = Standard Feature for which the CCT can utilize for our requirements

Configurable = Utilizing the Out-of-Box features to meet CCT requirements and processes

Custom = Requires software development to meet requirements and processes for the CCT.

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
4. General				
	a) The solution must support the Information Technology Infrastructure Library (ITIL) framework.			
	b) The solution must cater for the following minimum processes: <ul style="list-style-type: none"> • Service catalogue management • Service level management • Service asset and configuration management • Change management 			

TENDER NO: 048S/2023/24

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	<ul style="list-style-type: none"> • Release and deployment management • Knowledge management • Service request management • Incident management • Problem management • Event management • Reporting • Integration • Mobile application for IS&T support staff • End user self-service front end. 			
	c) The solution must be aligned to the industry accepted standards such ITIL framework and the ISO20000 standards.			
	d) The solution must have an end-user self-service portal.			
	e) The solution must include a configuration management database (CMDB) built in.			
	f) All functionality associated with the self-service solution must be accessible in a user-friendly manner on mainstream mobile devices and their associated operating system (Android and iOS).			
	g) The self-service solution must not store any data on the mobile devices and must only			

TENDER NO: 048S/2023/24

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	be accessible when connected online (no off-line access, storage or application caching).			
	h) The end-user self-service front-end must at a minimum allow end-users to: <ul style="list-style-type: none"> • Logging of incidences (e.g. outages, problems, etc.) • Logging of service requests (e.g. new users, hardware requests, telephony applications, etc.) • Tracking of logged calls. 			
	i) The solution must have a native mobile application for City of Cape Town IS&T staff (service agents, support technicians, administrators, etc) to perform full range of IT SERVICE MANAGEMENT functions via their mobile devices.			
	j) The solution must have customisation capabilities without any development for example to add fields to screens, new forms and/or views.			
	k) The solution must be presented in the English language			
	l) The solution must cater for South African local calendar's and must have the ability to			

TENDER NO: 048S/2023/24

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	import and/or integrate the Western Cape public and school holidays schedule.			
	m) The solution must allow for Unicode.			
	n) The solution must provide a secure historical audit and transactions logs of all call interactions.			
	o) The solution must be able to notify of all system outages automatically from incidents, events and allow for manual input to and from all user groups. i.e. service desk agents.			
	p) The solution must have the capability for reporting: <ul style="list-style-type: none"> • Out of the box reporting • Customisable reports without development • Development of non-standard reporting to meet our specific requirements • Active real-time dashboards that is visual and easy to understand. 			
	q) The solution must have the ability to export reports to spreadsheets, csv, pdf, etc.			
	r) The solution must have the ability to automatically and manually send scheduled reports to a target audience.			

TENDER NO: 048S/2023/24

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	s) The solution must have the ability to provide trend analysis and analytical reports.			
	t) The solution must have the ability to create and change reports easily using a guided assistant for ease of use to configure, preview, edit and share.			
	u) The solution must have the ability to create surveys (standard and custom) and automatically send to end users.			
	v) The solution must be scalable and cater for multi-tenancy.			
	w) The solution must have ability to archive closed records to improve system performance.			
	x) The solution must have high availability and fail-over.			
	y) The solution must have the ability to create and distribute work schedules to individuals and groups or teams.			
	z) The solution (including mobile applications) must support integration to ILM (Identity lifecycle management).			
4.1. Reporting	a) The solution must have the ability to dynamically report i.e drag & drop reports – Operational report :			

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	<ul style="list-style-type: none"> • Total problem records (PR's) vs service records (SR's) • Total PR vs Service • Active Calls Report • 2nd Line Resolved calls 			
	<p>b) The solution must have the ability to dynamically report i.e drag & drop reports –</p> <p>Proactive report:</p> <ul style="list-style-type: none"> • Service level agreements, thresholds notification reports • Change management trends • Warranty expiry status • Age analysis 			
	<p>c) The solution must have the ability to dynamically report i.e drag & drop reports –</p> <p>Management report:</p> <ul style="list-style-type: none"> • Real time dashboards inclusive of graphical formatting • Dashboards that will cater for various audiences for example executive overview of IT Service Management calls; team lead and/or manager view in to calls for their Branches and/or sections etc. • Monthly operational reports depicting trends and other metrics 			

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	<ul style="list-style-type: none"> Service level agreements and operational level reports on system and interdepartmental performance. 			
4.2. Integration	a) The solution should have ability to integrate with inventory management solutions.			
	b) The solution must have the ability to integrate with records and document management solutions.			
	c) The solution must be able to integrate to an existing technology which will conduct the broadcasting notifications function of outages to endpoints.			
	d) The solution must have the ability to integrate with monitoring tools and have the ability for auto ticket creation and closure where the “event / incident / problem / change” has been resolved in the outside application based on alerts from monitoring tools and 3 rd party applications.			
	e) The solution must have the ability to integrate with communication gateways for sending alerts and notifications to specified user groups (end users, IT administrators, service teams, etc.)			
	f) The solution must have the ability to integrate to asset management system.			

TENDER NO: 048S/2023/24

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	g) The solution must have the ability to integrate to existing and/or future telephony systems for contact centres.			
	h) The solution must be able to be integrated via native application programming interface (API) with the future employee mobile application.			
4.3. Mobile applications for IS&T Support Staff	a) The solution must allow support staff to create, update, transfer, close and monitor requests for incidents, service requests, etc.			
	b) The solution must allow support staff to add notes or comments to a request at any time until it is closed.			
	c) The solution must allow support staff to attach artefacts to an incident or service request.			
	d) The solution must allow support staff to search a knowledge base solution using multiple search criteria.			
	e) The solution must allow support staff to view news, frequently asked questions (FAQ's) and system outages information.			
4.4. End User Self-service front end	a) The solution must allow end users to create requests for incidents, service requests.			
	b) The solution must allow end users to check the status of incidents and request tickets.			

TENDER NO: 048S/2023/24

Functional Requirement Category	Functional Requirement Description	Compliance to requirement: Yes/No/Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	c) The solution must allow end users to monitor active requests and incidents.			
	d) The solution must allow end users to add notes or comments to a request at any time until it is closed.			
	e) The solution must allow end users to create new service requests and incidents from within an incident and service request.			
	f) The solution must allow end users to attach artefacts related to an incident or service request.			
	g) The solution must allow end users to search a knowledge base solution using multiple search criteria.			
	h) The solution must allow end users to view news, frequently asked questions (FAQ's) and system outages information.			
	i) The solution must allow end users to respond to published surveys as part of continual service improvement.			
	j) The solution must have the ability to change an incident form without any programming for populating specific field for data capture.			

SIGNED ON BEHALF OF TENDERER:

Schedule 13M – Technical Schedule: Non-Functional Requirements for IT SERVICE MANAGEMENT Solution

(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.7.1 of Technical Requirements)

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance to Specification by indicating Yes/No/Partially on **Schedule 13M** of the tender. If No or Partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

Non-functional Requirements Category	Non-functional Requirements Description	Compliance to requirements Yes/No/Partially	Comment/Mitigations
Performance	a) The measurement of response time and throughput with respect to user load conditions. b) Provide as a minimum between 200 - 500ms response time. c) Your solution must be able to provide a sub-second response time for transactional computing between the application and database layers for the minimum concurrency of 2500 users		
IT Service Management Solution Availability	a) Availability. A measure of how often a system's resources and services are accessible to end users, often expressed as the uptime of a system. b) 99.9% uptime of the solution excluding dependencies from the City outside of the tenderer's control, 24/7 regardless if the solution is on- prem, cloud or hybrid. c) Have fail save capability and high availability functionality in place d) The system should cater for full business continuity from an architectural and operational perspective		
Scalability	a) The ability to add capacity and users to a deployed system over time. b) Scalability typically involves adding resources to the system without changing the deployment architecture.		
Security	a) At the time of implementation, the product and SI will need to adhere to all Security Standards and Protocols that governs the City of Cape Town. <ul style="list-style-type: none"> • Secure mobility management with ability to not cache • To enable and disable mobile or URL capabilities 		
Technical Frameworks	a) Proven track record of implemented frameworks.: <ul style="list-style-type: none"> • ITIL 		

Schedule 13N – Technical Schedule: Technology Supported for IT SERVICE MANAGEMENT Solution

(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.7.2 of Technical Requirements)

The IT Service Management (IT SERVICE MANAGEMENT) Solution (should support modern technology based on the following extensive or inclusive list as a minimum (see Table below).

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance to Specification by indicating **Yes/No/Partially** on **Schedule 13N** of the tender. If No or Partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

Paradigm/Context	Protocols	Serialisation/Data Formats
File Transfer	FTP (IETF Datatracker RFC959)	
email	POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252) MAPI/HTTP(protocol)(RFC3986,RFC2119,RFC1738) EWS MANAGED API METHOD RPC/TCP, RPC/HTTPS or pure HTTPS	
REST SOAP & GraphQL (October 2021)	HTTP/1 (IETF Datatracker - RFC7230) HTTP/2 (IETF Datatracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455)	JSON (IETF Datatracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2)
Message Queue Pub-Sub	Kafka Protocol AMQP (AMQP - 1.0, 0-9-1) ZMQ (RFC.ZeroMQ - 23/ZMQ) MQTT (OASIS - Version 5)	
Database connections	LDAP protocol ODBC protocol JDBC protocol	
Security protocols	TLS1.2 or later	
Runtime	Only the Open components of the Java Platform SE/EE must be used eg OpenJDK	

Refer to list of websites below for further detail:

- **IETF Datatracker:** <https://datatracker.ietf.org/>
- **ODBC:** <https://github.com/microsoft/ODBC-Specification>
- **SOAP, XML:** <https://www.w3.org>
- **YAML:** <https://yaml.org/spec/1.2/spec.html>
- **Kafka Protocol:** <https://kafka.apache.org/protocol.html>
- **AMQP:** <https://www.amqp.org/resources/specifications>
- **ZMTP:** <https://rfc.zeromq.org/spec/23/>
- **MQTT:** <https://docs.oasis-open.org/mqtt/mqtt/v5.0/mqtt-v5.0.html>
- **EXCHANGE PROTOCOLS:** <https://interopevents.blob.core.windows.net/events/2017/redmond/docs/1418814-Exchange%20Protocols.pdf>

SIGNED ON BEHALF OF TENDERER:

Schedule 130 - Pricing Instructions: OSM Recommended Retail Price List (Refer to paragraph 5.10 and 5.12 of the Pricing Instructions)

The Tenderer shall provide detailed and comprehensive OSM Price Lists, for each OSM listed in the Price Schedules, in support of their Bid in **Schedule 130**. The OSM price is the Original Equipment Manufacturer's Price at the closing date of the tender. CCT reserves the right to approach the Original Equipment Manufacturers directly for OSM Price Lists, if required to ensure fair, equitable, transparent, competitive and cost-effective evaluation of the Bid.

Confirmatory letter to be provided by the OSM or Authorised / Accredited Distributor confirming that the Price List (attached to Schedule 130) is submitted in respect of the relevant tender.

For goods the award of the tender will be based on the OSM(s) indicated by the tenderer, and mark-up percentages (%) the tenderer applies to a specific OSM's Price List. The award for locally provided services (labour, etc.) will be based on the yearly fixed rates proposed by the Tenderer. The Tenderer must provide the relevant OSM Price Lists in Schedule 130. This applies to either Table 13P1(On premise Solution) or 13P2 (Cloud Solution) or 13P3 (Hybrid Solution) as selected by the bidder.

SIGNED ON BEHALF OF TENDERER:

Schedule 13P – COST BREAKDOWN SCHEDULE (Not for Evaluation Purposes)

The Tenderer shall note that Cost Breakdown provided in **Schedule 13P** will **not** be for the evaluation or award of the tenderer’s bid and must not be viewed as the scope of work or extent of the work or as the price list and therefore has no contractual standing. Tenderers must complete either Table 13P1 (On-premise Solution), Table 13P2 (Cloud Solution) or Table 13P3 (Hybrid Solution) whichever is applicable to their specific solution tendered.

Table 13P1 – ON-PREMISE SOLUTION

Complete this table should your solution be modelled around an on-premise hosting environment. The items listed below as not a definitive list but merely to serve as a guide for the type of component we see being applicable for comparing costs between an On-premise (Table 13P1) ,Cloud (Table 13P2) and Hybrid (Table 13P3) offerings. You are requested to expand the table by adding in additional components that would be required to deliver a complete solution.

Component	Description	Number	Cost
Server Licensing Requirements			
Perpetual Licence (Once off)			
Annual Software Assurance (Upgrade protection)			
Maintenance and Support			
Additional Software (Security software, Management software etc)			
Database Software			
Hardware Requirements			
Storage requirement (avg estimated annual based on CCT environment)			
Device/Appliance for On-prem (If applicable)			
Server Specifications (CPU, Memory)			
TOTALS			

TABLE 13P2 – CLOUD SOLUTION

Complete this table should your solution be modelled around a cloud hosting environment. The items listed below as not a definitive list but merely to serve as a guide for the type of component we see being applicable for comparing costs between an On-premise (Table 13P1), Cloud (Table 13P2) and Hybrid (Table 13P3) offerings. You are requested to expand the table by adding in additional components that would be required to deliver a complete solution.

Component	Description	Number	Cost
Cloud Services Requirements			
If Hyperscaler is required, what is the cost?			
Additional Costs (Priority Costs, Sign-On Costs etc)			
Migration and Exit Costs			
API Integration Costs - Integration with email - Solution manager -Integration with email - Solution manager - DX NetOps Spectrum - Schneider Electric Ecostruxure - McaFee ESM - Tenable SC and Tenable IO - Ansible - SAP Finance - SCOM - Records and Document -Other			

TABLE 13P3 – HYBRID SOLUTION

Complete this table should your solution be modelled around a hybrid hosting environment. The items listed below as not a definitive list but merely to serve as a guide for the type of component we see being applicable for comparing costs between an On-premise (Table 13P1) ,Cloud (Table 13P2) and Hybrid (Table 13P3) offerings. You are requested to expand the table by adding in additional components that would be required to deliver a complete solution.

Component	Description	Number	Cost
Server Licensing Requirements			
Perpetual Licence (Once off)			
Annual Software Assurance (Upgrade protection)			
Maintenance and Support			
Additional Software (Security software, Management software etc)			
Database Software			
Hardware Requirements			
Storage requirement (avg estimated annual based on CCT environment)			
Device/Appliance for On-prem (If applicable)			
Server Specifications (CPU, Memory)			
Cloud			
If Hyperscaler is required, what is the cost?			
Additional Costs (Priority Costs, Sign-On Costs etc)			
Migration and Exit Costs			
API Integration Costs - Integration with email - Solution manager -Integration with email - Solution manager			

TENDER NO: 048S/2023/24

- DX NetOps Spectrum - Schneider Electric Ecostruxure - McAfee ESM - Tenable SC and Tenable IO - Ansible - SAP Finance - SCOM - Records and Document -Other			
TOTALS			

SIGNED ON BEHALF OF TENDERER:

Schedule 13Q – Project Requirements: Detail Project Plan (Refer to paragraph 13.8)

Please note that a Detail Project Plan to be provided in your response for the below deliverables. The phases and deliverables identified here are aligned with the CoCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to Schedules A to E. Indicate resources and duration for individual scope items on the project plan. The expected overall project duration is expected to be within 18 months.

Any on premise hardware requirements will be procured by the City of Cape Town.
Minimum Requirements for a project plan:

- Include the following activities per scope item:
 - Discovery and Planning
 - Design
 - Development
 - Testing
 - Deployment
 - Migration, Integration and Re-Development
 - Change Management
 - Enhanced three month period of support post Deployment
- Contain milestones
- Contain Stage gates per phase and minimum requirements to pass
- Provide RACI Matrix taking into account dependencies on CCT

Information provided will not be used for evaluation purposes, but information purposes

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1 Page 107 of 189

TENDER NO: 048S/2023/24

TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (IT SERVICE MANAGEMENT) SOLUTION FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2034

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:

Refer to Schedule 8

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

- 17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the

forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

extend the time for delivery.

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be determined **as a percentage on the latest maintenance and support invoice** for the services requested which failed to adhere to the performance level agreement as defined in clause 37

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;

- 23.8.5.4 negative social media reports; or
 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable

events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. OSM Accreditation/ Authorisation

Tenderers must be authorised or accredited by the OSM or copyright holder to sell, distribute, implement and support the software solution 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 OSM or copyright holder, must be submitted.

Tenderers are to submit, either with their tender submission (attached to Schedule 13A), or within a specified timeframe after being requested to do so; proof of authority from the OSM to sell, distribute, implement and support the products of the OSM or copyright holder.

(Certificates for ALL of the following must be provided):

- Partner Certificate for major accounts
- Certified for Large Organisations Licencing
- Partner Certification status relevant to implementing each of the solutions offered

Confirmatory and verifiable evidence that may be in the form of a letter to be provided by the OSM or Authorised / Accredited Distributor confirming that the Price List is submitted in respect of the relevant tender.

OSM Accreditation / Authorisation should be maintained for the duration of the contract.

37. Contract Performance Criteria.

The SI's will be responsible for support and maintenance activities – For either cloud, on premise or hybrid solution. All these changes must follow the CCT internal processes and procedures.

The service provider is responsible for all support and maintenance activities. This is to ensure a stable and updated system for the duration of the contract. This includes but not limited to the provision of support and security patches as well as version updates.

Depending on the solution offered i.e. On-premis, Cloud or Hybrid, the City of Cape Town staff will be responsible for implementing these patches, but the service provider is responsible for any fixes that may be necessary, should the solution be unstable after implementing these

The supplier shall adhere to the below Service Level Framework applicable to the IT SERVICE MANAGEMENT Solution offered.

Note that a penalty percentage will be applied as per Table 37.1,37.2 and 37.3, City reserves the right to review each incident on its own merit with regards to implementation of penalties throughout the duration of the contract.. Credit note to be issued in the final year of the contract, if penalty is invoked.

The minimum service availability required is as follows:

37.1: Implementation

Key performance indicator	Response	Penalty (%) on Milestone invoice
Quality of solution delivery and implementation	Delivery of solution , on-time in line with agreed timelines, meeting all set out functional requirememnts	4-6 months = 10% 6-12 months = 20% + 12 months = 35%

37.2 Software Solution Maintenance

Key performance indicator	Response	Target announcements and implementation	Measurement Period	Service target	Reporting	Penalty (%) – Penalty of late maintenance and support invoice
Security patches that form part of entire solution (including 3 rd party components, libraries or services installed as part of the software)	Announcement of security threat and plan to resolve and implement	1 week	Monthly cycle	100%	Monthly report on response times	10%
New features	Announcement of new features with impact plan	2 weeks	3 months	100%	Monthly report on response times	10%
Upgrades	Announcement of new features with impact plan	1 month	6 months	100%	Monthly report on response times	10%

Table 37.3: Solution Support

Key performance indicator (KPI)	Response	Severity	Target Response Time	Target Resolution Time (From call acknowledgement)	Reporting	Route Cause Analysis Report	Penalty (%) on latest Maintenance & Support Invoice
Incident resolution	Immediate and sustained effort, using all available resources until resolved. On-call procedures activated, vendor support invoked	Priority 1	15 minutes	2 Hours	Monthly incident report	1 Calendar Week after resolution	10%
Incident resolution	Support Team responds immediately, assess the situation, may interrupt other staff working normal or moderate priority jobs for assistance	Priority 2	15 minutes	6 Hours	Monthly incident report	1 Calendar Week after resolution	5%
Incident resolution	Respond using standard procedures and operating within normal supervisory management structures	Priority 3	15 minutes	12 Hours	Monthly incident report	1 Calendar Week after resolution	3%

Refer to Table 37.5 for Severity Classification

Table 37.4: Licensing

Key performance indicator (KPI)	Response	Penalty (%) Purchase Order
Delivery of Licences	All licenses must be delivered to the City of Cape Town within 5 working days from receipt of the formal purchase order from the City.	5%

Table 37.5: Severity Classification: IT Service Management Solution

Priority Level	Description	Classification
Priority 1	Any one of the solutions affecting productivity is down throughout the organisation (day or night)	Critical
Priority 2	Any one of the solutions is not performing optimally affecting productivity	High
Priority 3	Some users are experiencing work degradation, relating to implemented solutions	Moderate

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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

1. Definitions

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

TENDER NO: 048S/2023/24

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE TO THIS TENDER

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE TO THIS TENDER

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE TO THIS TENDER

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

.....
(Supplier/Mandatarly/Company/CC Name)

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

I,,
representing

....., as an
employer

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

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

COID ACT Registration Number:

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

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

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

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

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

Signed aton the.....day of.....20....

Witness

Mandatarly

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)

The tender specification section will be structured as follows to provide the Service Provider with all the relevant information applicable to this tender:

Item	Aim	Sub-Section Number and Name	
1	To provide guidelines on how the Service Provider must read and use the tender specifications	13.1	Interpretation of the Tender Specifications
2	Provide a background to the City of Cape Town and the Core Application Refresh (CAR) programme	13.2	Background Information
3	To provide a summary of the objectives of this tender	13.3	Tender Objectives
4	To provide some insight to the business scope of the tender	13.4	Business Scope and Context
5	To provide some insight to the current solution architecture framework of the City	13.5	Current Solution Architecture Framework
6	To provide detailed specifications of the functional requirements to be delivered as part of the IT Service Management (ITSM) tender	13.6	Scope and Functional Requirements of the IT Service Management (ITSM) Solution
7	To provide detailed Technical requirements to be delivered as part of the IT Service Management (ITSM) tender	13.7	Technical Requirement
8	To provide sufficient details on the applicable Schedules to be delivered against as part of the IT Service Management (ITSM) tender	13.8	Project Requirements

The following Appendices will be attached to the tender to provide the Service Provider with more detailed information applicable to this tender:

Appendix Number	Appendix Detail	Appendix Document Name
A	IT Architecture Tender Standards	Appendix A: IT Architecture Tender Standards

Note that the following abbreviations and definitions could be used throughout this tender document or might be used in supporting documentation.

Abbreviation	Description
AD	Active Directory
API	Application Programme Interface
CAR	Core Application Refresh
CCT	City of Cape Town
CI	Configuration Item
CMDB	Configuration Management Database
CMS	Content Management System
CRM	Customer Relationship Management
EPWP	Expanded Public Works Programme
GAMAB	Generally Accepted Municipal Accounting Practise
ICT	Information Communication Technologies
ILM	Identification Lifecycle Management
IS&T	Information Systems and Technology
ITIL	Information Technology Infrastructure Library
ITSM	IT Service Management
IVR	Interactive Voice Response
LAN	Local Area Network
MSCOA	Municipal Standard Chart of Accounts
OLA	Operational Level Agreement
SCM	Supply Chain Management
SCOM	System Centre Operations Manager
SLA	Service Level Agreement
SOA	Service Orientated Architecture
ST	Service Targets
TOC	Telecommunications Operations Centre
UC	Underpinning Contract

The definitions below aim to clarify the concepts around Information Technology Service Management solutions.

Definitions	Description
DX Net Ops (CA Service Desk)	This is a product suite the City of Cape Town is using for telecommunications service desk functionality and event monitoring.
Configuration Item(CI)	Configuration Item includes but not limited to <ul style="list-style-type: none"> - Server - Desktop - Network Infrastructure - Service Components

13.1. INTERPRETATION OF THE TENDER SPECIFICATIONS

The Service Provider must take note of the following important points in this section when reading these tender specifications.

13.1.1. Programme versus Projects

The City of Cape Town has embarked on a journey of digital transformation with the first goalpost to review its current applications. The aim is to replace outdated technology with fit-for-the-future technology that could sustain the City of Cape Town over the next twenty (20) years and longer.

The Core Application Refresh (CAR) Programme was approved by the Council as a ten (10) year programme for refreshing the ERP, Productivity and GIS technology platforms.

The programme is divided into various phases and projects. This specific tender is to deliver a specific project within the overall programme. The distinction between programme and project must be applied throughout the interpretation of this tender document.

A City of Cape Town implementation methodology will be followed and will deliver specific key deliverables during the different phases of the project.

13.1.2. Description of Service Provider

For the purpose of this tender document, reference to the “contractor”, “implementer”, “system implementer”, “systems integrator”, “service provider”, “tenderer” and “bidder” all refer to the Service Provider responding to the tender.

13.2. BACKGROUND INFORMATION

13.2.1. City of Cape Town

As a municipality and a local government entity, the City of Cape Town needs to comply with, for example, South African National Treasury legislation and requirements, Generally Accepted Municipal Accounting Practice (GAMAP), and municipal standard chart of accounts (MSCOA). The City of Cape Town consists of thirteen (13) directorates of which the majority are responsible for providing services to communities and citizens. These services include for example basic services, water, energy, sanitation, and library services. There are also specific services which citizens need to apply for such as land and property related services, rates clearance, and applications for permits.

The City of Cape Town employs about twenty seven-thousand (27000) employees and an additional ten-thousand (10 000) contract workers via the Expanded Public Works Programme (EPWP). Of these employees about ninety percent (90%) have access to electronic Human Resources services. There are about twenty-five-thousand (25000) user accounts registered in the directory management service and about eighteen-thousand-five-hundred (18500) PCs and/or desktops deployed. There are also privileged accounts, generic accounts and system accounts that fall outside of the employee count.

13.2.2. Core Application Refresh (CAR) Programme

The Core Application Refresh (CAR) Programme as approved by the Council consist of various phases and projects to replace the current technology with fit-for-purpose technology, as depicted in the diagram below:

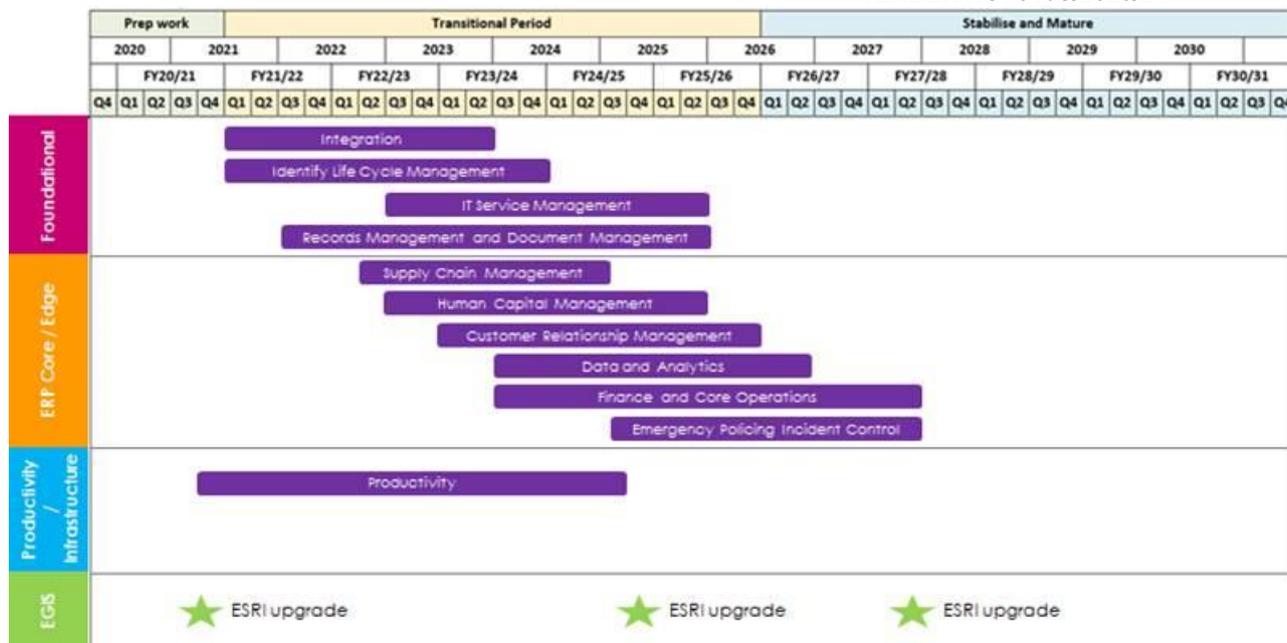


DIAGRAM 1: PROGRAMME ROADMAP

It is important to note that the timelines depicted for the different projects are estimations only and the City of Cape Town reserves the right to change the programme scope, projects and timelines at any point.

The Core Application Refresh Programme journey started in 2019 and the following projects were initiated in 2021 and 2022:

- Application Programme Interface (API) gateway;
- Identity Life Cycle Management (ILM);
- Productivity software; and
- Records Management and Documents Management (RM&DM).

For the API Gateway and RM&DM projects, the tenders have been advertised and are currently in the supply chain phase of award. Unfortunately the products cannot be disclosed at this point in time.

For the ILM Project the products awarded are as follows:

Item	Description	Product
1	Identity Governance & Administration (IGA)	ForgeRock
2	Single Sign-on & Multi-factor Authentication (MFA)	ForgeRock
3	Privilege Access Management (PAM)	Thycotic (Delinea)
4	Identity Proofing	TransUnion

For the Productivity Software Project the awarded product is:

Item	Description	Product
1	Desktop Productivity Core Software for business comprising of a minimum : <ul style="list-style-type: none"> • Word Processing • Presentation • Spreadsheets • Email client • Unified messaging and collaboration client 	Microsoft Office 365

TENDER NO: 048S/2023/24

2	Desktop Project Management Software	Microsoft Project
3	Flowchart and Diagramming Tool	Microsoft Visio Plan
4	Device and Real-Time Monitoring	Microsoft
5	Software Imaging	Microsoft
6	Software Distribution and Updates and Inventory Management	Microsoft
7	Mobile device management	Microsoft
8	Virtual Server Farm	Microsoft
9	Networked Services	Microsoft
10	Bulk SMS	InfoBip

The following table gives a short description of the projects planned for the Core Application Refresh (CAR) programme.

Project Name	Description
Integration	<p>The project is to supply, install, transition, maintain, and support integration middleware.</p> <p>The aim is to enable independently designed application systems to work together by establishing a middleware framework that helps data flow freely between applications without significant changes to database configurations or the applications themselves, leading to a streamlined process and increased data availability.</p> <p>The Application Programme Interface (API) gateway should be utilised on projects as the integration mechanism of choice. The use of predefined direct connectors may be approved on a case by case basis.</p> <p>All Application Programme Interface (API) designs should be re-useable on all projects for integration between product sets when in production and if target or source systems change. If the target or source systems change, the Application Programme Interface (API) should be redirected to the new systems.</p>
Identity Life Cycle Management	<p>The project is to supply, install, maintain and support an identity lifecycle management solution.</p> <p>The aim is to enable one single view of a user and manage the attributes related to the user or group of users.</p>
IT Service Management	<p>This project is to supply, install, maintain and support an information technology service management solution.</p> <p>The aim is to enable at least Incident, Service Request, Change, Problem, Service Level Management, Knowledge Management, System Asset and Configuration Management capabilities. The solution must support the Information Technology Infrastructure Library (ITIL) framework.</p>
Records Management and Document Management	<p>The project is to supply, install, maintain and support a records, document and case management solution.</p> <p>The aim is to provide an integrated solution that fulfils the Document and Records Management functionality of the CCT. In addition to this requirement, the solution should also cater for the integration of a Case Management solution with the addition of a digital signature solution. The CCT also requires that the Workflow Engine should be capable to be utilised as an Enterprise-wide workflow engine.</p>
Supply Chain Management	<p>The project is to supply, install, maintain and support a supply chain management solution.</p> <p>The aim is to enable three (3) solution components, namely demand management, supplier on-boarding and registration, and electronic sourcing.</p> <p>This tender is therefore to provide for the supply chain management solution.</p>
Human Capital Management	<p>This project is to supply, implement, maintain and support a Human Capital Management solution.</p> <p>The main aim is to provide an integrated solution where the full employee Hire-To-Retire life-cycle is covered from Recruitment, On-</p>

Project Name	Description
	boarding, Personnel and Benefits Administration, Organisational Management, Time Management Performance, Learning, Development, Succession, Remuneration to Off-boarding as the final step. Employee/Manager Self-service and Mobile enabled functionality are also key requirements to be addressed as part of the Project.
Customer Relationship Management	<p>The project is to supply, install, maintain and support a customer relationship management solution.</p> <p>The aim is to create an integrated customer relationship management system which leverages an Omni-channel contact centre and allows for a unified agent desktop underscored by a 360 degree view of the customer. Other functionality must include artificial intelligence supported automated assistance, integrated knowledge base for multiple channels, customer self-service, workflow for backend support and escalations, and crucially it must integrate with GIS/Geo Spatial functionality.</p>
Data and Analytics	<p>The project is to supply, install, maintain and support an analytics capability in the City of Cape Town, across all directorates, departments, and business functions.</p> <p>The aim is to enable real-time and interactive map-based spatial analytics and reporting capabilities, predictive analysis, model based analysis, streaming analytics, text analytics; image processing; traditional business intelligence, and self-service business intelligence and data discovery.</p>
Finance and Core Operations	<p>The project is to supply, install, maintain and support a solution that supports the City of Cape Town's core financial and operational capabilities.</p> <p>The aim is to enable budgeting, financials, funds management, asset management, procurement, payroll, programme and project management, asset maintenance, and revenue management capabilities for example.</p>
Emergency Police Incident Control	<p>The project is to supply, install, maintain and support an emergency police incident control solution.</p> <p>The aim is to enable emergency related incident management capabilities and to dispatch emergency units to respond to emergency incidents.</p>
Productivity	<p>The project is to supply, install, maintain and support products and solutions to address general business needs such as document creation, email, media editing and content management.</p> <p>The aim is to further enable device and real-time monitoring, software imaging, mobile device management, software distribution, updates and inventory management, virtual server farm, and network services capabilities.</p>

13.3. TENDER OBJECTIVES

The objectives of this tender are to enable the IS&T department to improve service delivery components, but not limited to:

- Accurately assess the IS&T work force capacity, effort and ability to perform against key performance and service quality metrics;
- Deliver timeous richness and completeness of information, both historic and predictive, such that service management is a proactive business enabler;
- Increase automation of processes and workflows to deliver consistent service management across multiple IS&T branches; and
- Enablement of continuous service improvement

The objectives of this tender are further aimed at realising the anticipated benefits of successfully implementing and entrenching an IT service management solution are:

- Reduced risk by ensuring that processes, procedures and operational knowledge is consistently documented, optimised and executed across all IS&T branches;
- Implement proactive resolution of service requests, incidents, problems and events marked against measurable service level agreements (SLA's) within branches, between branches and ultimately to the end user;
- Reduced operational dependence by deploying a self-service capability based on a well-defined knowledge directory and a service catalogue;
- Increased visibility for IS&T into its operations and infrastructure through system asset and configuration management; and
- Minimised disruption to the environment enabled by the capability to manage changes.
- The IT SERVICE MANAGEMENT package will enforce a process driven methodology that can be measured and quantified against operational objectives using ITIL as its foundation.
- The solution will be able to trend and analyse operational activities and efficiencies that will translate the benefits into optimising these activities, streamline procedures with impact on medium to long term cost saving.
- A more modern approach to reporting daily activities, resource usage and a more proactive approach to problem resolution.
- A more modernised platform that will see the City of Cape Town utilising the IT SERVICE MANAGEMENT platform to deliver its IT objective for approximately 10 years.

13.4. BUSINESS SCOPE AND CONTEXT

The City of Cape Town's IS&T department provides a support service to the twenty seven thousand 27000 City of Cape Town end users. Currently, the City has 600 IT Service Management users. Part of this service is to supply and maintain information and communications technology infrastructure, including hardware and software, to the various business units within the City of Cape Town.

Request for support, for example to report problems, install software or set up new hardware, are currently logged and monitored in the SAP IT Service Management solution, which is hosted in the SAP Customer Relationship Management environment. The SAP IT Service Management functionality is integrated to the SAP Solution Manager environment to support change request management for the ERP Support Centre. IT Departments from all industry sectors are faced with numerous challenges and are under constant pressure to add value to the business by delivering quality, reliable and resilient services to the business.

To this extent, the City of Cape Town has embarked on a project aimed at providing a centralised and empowered IT service management solution that is built on proactive monitoring, reporting and service quality. This must be built on objective service level agreements enabling the IS&T department to act as an employee advocating to deliver improved employee satisfaction. This tender document is preceded by a feasibility study in which the governance, process maturity and architecture of the IT service and operations capability in the city was assessed. This assessment resulted in a key finding that identified limitations in the managements ability to record, monitor and measure its ability to service the city's IS&T service management efforts. The proposed resolution to address the key findings is to introduce a best of breed IT service management capability that allows IS&T to proactively and strategically service the City and its employees.

13.4.1. Overview of the current IT Service Management Landscape

The diagram below illustrates the current end-to-end IT Service Management process / capability within the City of Cape Town :

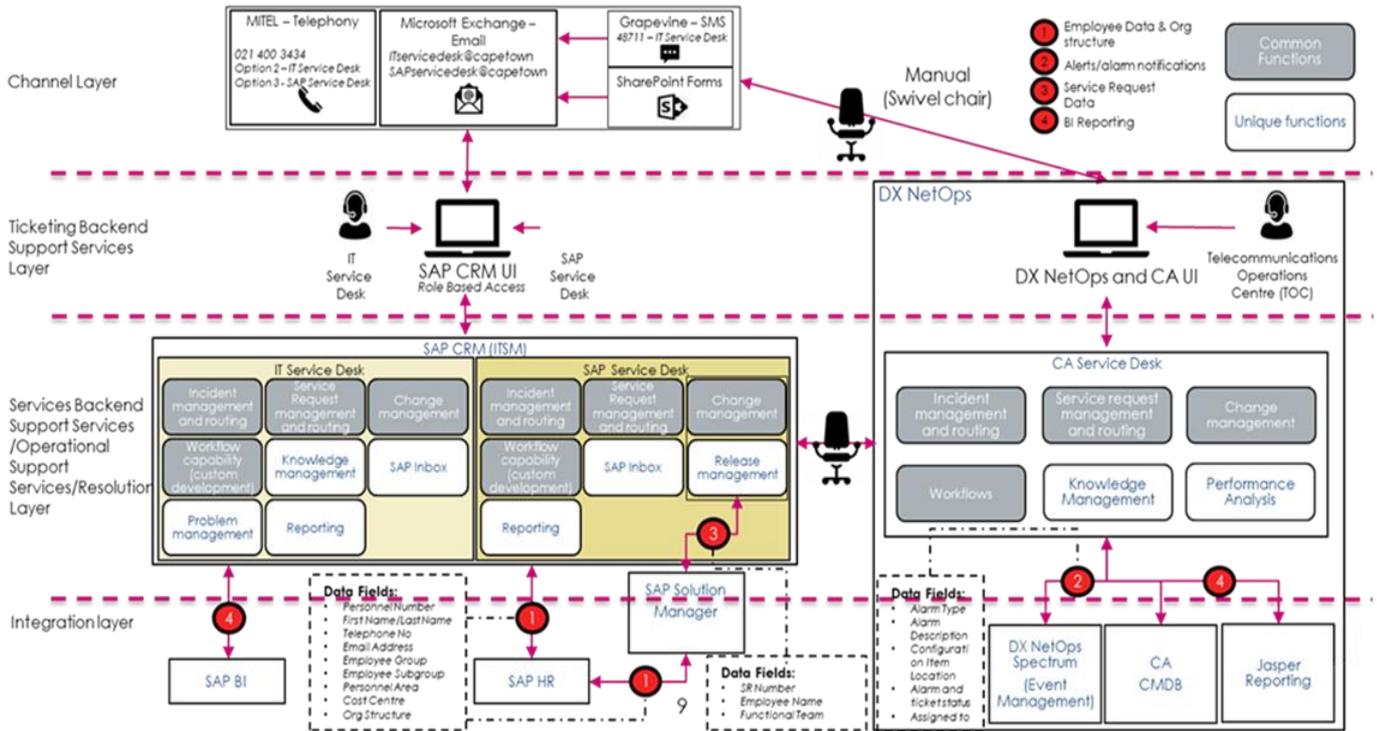


DIAGRAM 2: CITY OF CAPE TOWN CURRENT (AS-IS) IT SERVICE MANAGEMENT CAPABILITY

13.4.1.1. Channel Layer

Requests for services are initiated via the channel layer. The current channels include Mitel for telephony and Microsoft Exchange for email notifications which are routed and captured in the SAP inbox. Grapevine (SMS) technology and SharePoint (Forms) are also utilised by end users to request services but these technologies interface with Microsoft Exchange to create an email notification to the relevant service desk. The calls are routed via MITEL to the SAP CRM environment, after dialling 400 3434. The users have two(2) options, SAP Service Desk and IT Service Desk.

13.4.1.2. Ticketing Backend and Services Backend/Operational Support/Resolution Layer

IS&T support staff currently operate within three service desk areas, that being the IT Service Desk, SAP Service Desk and Telecommunications Operations Centre (TOC). The IT and SAP service desks are utilising the SAP Customer Relationship Management environment for service desk functionality to deliver IT services. Access to the functionality enabled is provisioned based on roles which have been created. The CA/DX NetOps suite is utilised in the Telecommunications Operations Centre for service desk functionality to deliver Telecommunications services. Diagram 3 illustrates the functionality enabled across the three (3) service desk areas and the two (2) service desk environments, also identifying the common and unique functions.

13.4.1.3. Integration Layer

The SAP Customer Relationship Management environment is integrated with SAP Human Resources for employee data and SAP Business Intelligence for reporting purposes. The SAP service desk relies on tight integration with SAP Solution Manager for managing the change and release process for SAP deployments. The Computer Associates (CA) service desk also has tight integration with other components of the DX NetOps suite, that being DX NetOps Spectrum for event management, CA Configuration Management Database (CMDB) and Jasper Reporting for reporting capability. Diagram 3 further illustrates the data fields currently utilised in these points of integration.

13.4.2. Overview of the future IT Service Management Landscape

The diagram below illustrates the future (to-be) end-to-end IT Service Management process / capability envisaged for the City of Cape Town:

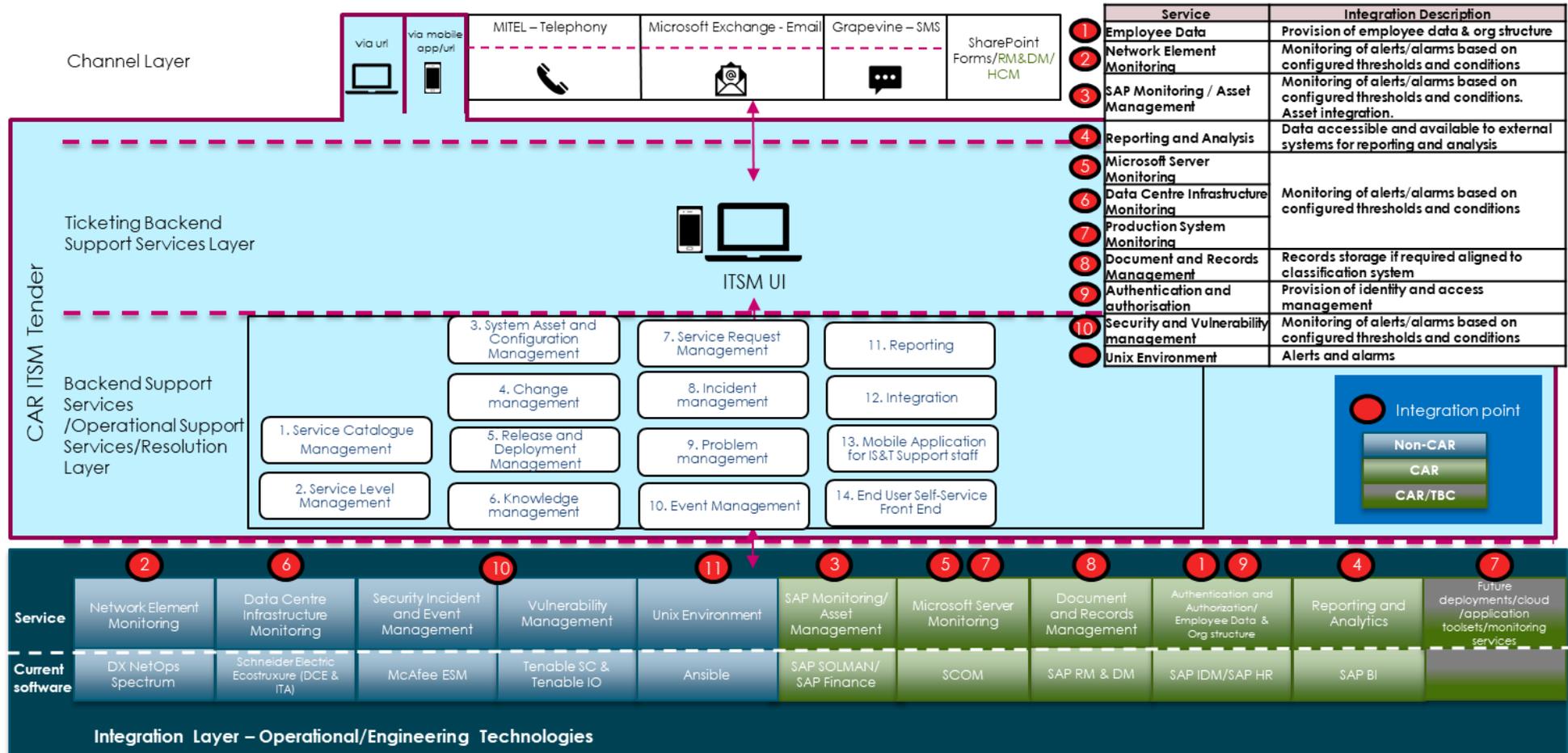


DIAGRAM 3: CITY OF CAPE TOWN FUTURE (TO-BE) IT SERVICE MANAGEMENT CAPABILITY

13.4.2.1. Channel Layer:

The channel layer is the current Interactive Voice Response (IVR) and Telephony system (MITEL) that support the existing IT service desks. Although this layer is not in scope for the IT Service Management solution, the solution will be required to interface and/or integrate with the current Interactive Voice Response (IVR) and Telephony system. Provision must be made by the IT Service Management system integrator to accommodate any new products in this space. A detailed list of compatible products should be provided by the tenderer as part of the proposed solution in the event that these systems, the IVR and Telephony are ever replaced in future.

13.4.2.2. Ticketing Backend Support Services Layer:

This refers to the graphical interface to services and operations (e.g. service requests and ticketing) that are fulfilled by the IT Service Management solution. The interface should be compatible with an operating system if it is a thick client deployment, utilising and dependent on the operating systems. The web based systems should conform to the City's web based browser standards.

13.4.2.3. Backend Support Services/Operational Support Services/Resolution Layer:

This is the core functionality required by the City of Cape Town from the IT Service Management solution as specified in section 13.6 Functional Requirements. The IT SERVICE MANAGEMENT solution should also be compatible to Mobile devices for our field staff, utilising the IT SERVICE MANAGEMENT capability. The IT SERVICE MANAGEMENT solution for Mobile capability must be co-designed for deployment within the required security standards and frameworks utilising toolsets that are deployed within the City of Cape Town.

13.4.2.4. End User IT SERVICE MANAGEMENT Application:

The IT Service Management application must be able to cater for deployment to our 27000 end users for self-help and tracking purposes. Assistance might be required from the vendor to enable the deployment of the solution utilising other technology sets within the City of Cape Town.

13.4.2.5. Integration:

This component illustrates the integrations and/or interfaces required from current production systems into the IT Service Management solution. Provision must be made by the system integrator to accommodate any future product set changes in the integration layer. A detailed list of compatible products should be provided by the tenderer as part of the proposed solution in the event that these systems are ever replaced in future. The City of Capetown is in the process of purchasing an API gateway tool, that will be utilised to render integrations between systems when applicable, sustainable and cost effective.

13.4.2.6. Monitoring Tools:

Monitoring tools include for example, automatic ticketing from desired systems that are being monitored. Thresholds and conditions are set in the desired systems and sent to the IT Service Management system for processing and ticket generation for resolution. These monitoring systems include:

- DX Net Ops Spectrum;
- SAP Solution Manager;
- System Centre Operation Manager (SCOM);
- Schneider Electric Ecostruxure (DCE & ITA);
- McAfee Enterprise Security Management;
- Tenable.sc and Tenable.io; and
- Ansible.

13.4.2.7. Other Integrations:

Dependant on the IT Service Management deployment design, the use of Identity Lifecycle Management

(ILM) and/or Active Directory (AD) will be chosen to supply the IT Service management system with employee and/or user data, authentication and verification. Refer to paragraph 13.2.2 for the product details of these solutions. Integration into a Records and Document Management System may be required via an API Gateway. Refer to Schedule 13N for technologies to be supported.

The IT Service Management solution would also require integration with City of Cape Town asset management solution for synchronisation of asset information which is currently managed in the SAP ECC6 (Finance module, Logistics and Human Resources).

Integration to SAP Solution Manager required for SAP Change Management.

Integration may be required via an API Gateway. Refer to Schedule 13N for integration guidelines. The finance module that houses Asset Management may change in the future with the implementation of Core (see definition for Core implementation).

The City of Cape Town plans to embark on a project, as part of the programme, to enable data and analytics capability across the organisation. Therefore, data in the IT Service Management solution should be available and accessible to third party reporting toolsets, if required.

13.4.2.8. Future deployments:

Any future applications with monitoring capabilities may need to be interfaced to the IT Service Management environment for ticketing and service request purposes, as per thresholds and conditions set. These future applications could be on-premise, hybrid or cloud deployments for which the IT Service Management solution needs to integrate with.

13.5. CURRENT SOLUTION INVESTMENT AND CORE APPLICATIONS

The City of Cape Town has invested in software technology that are used transversally across the organisation. Although three (3) core technologies have been identified for the City of Cape Town, namely SAP, ESRI, and Microsoft, it is important to mention the custom and 3rd party developments for business applications that reside outside the core technologies. The City of Cape Town’s investment is depicted in the diagram below:

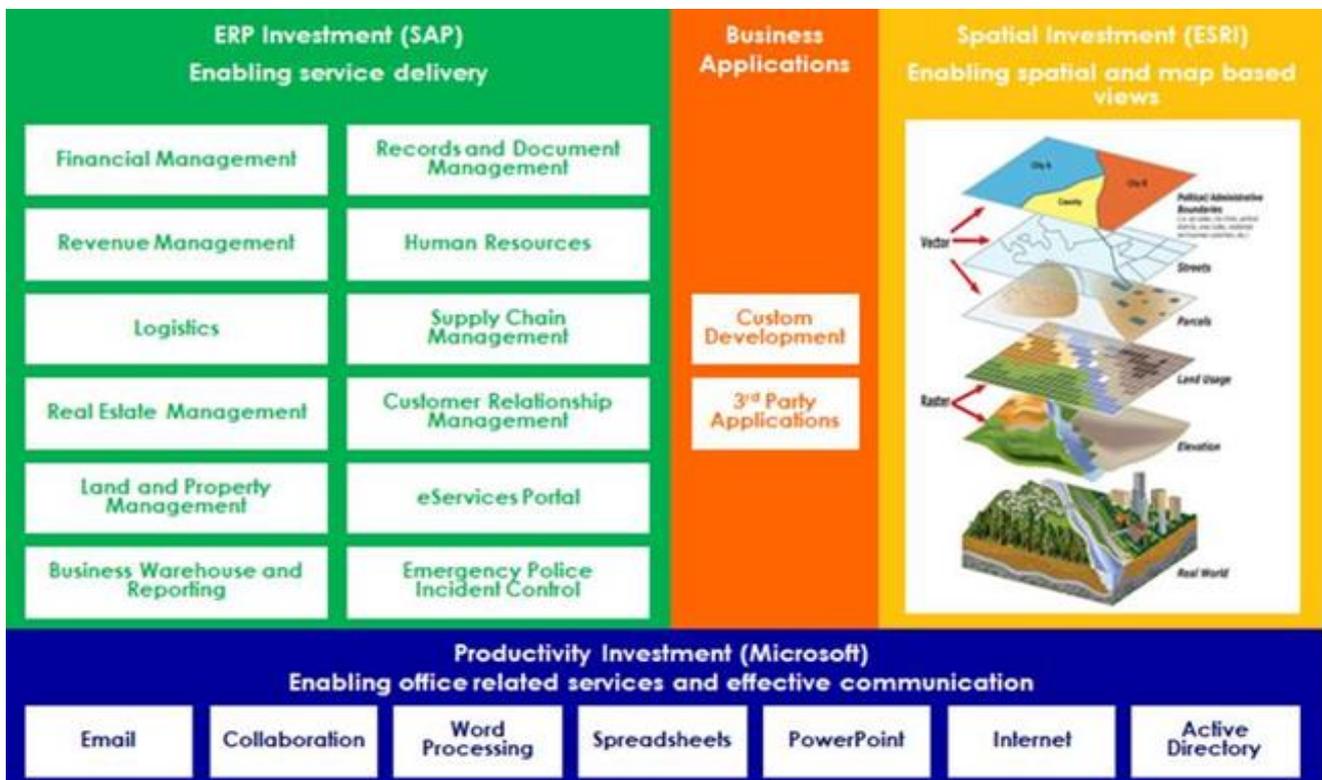


DIAGRAM 4: CITY OF CAPE TOWN CURRENT SOLUTION AND APPLICATION INVESTMENT

13.5.1. SAP

This is the City of Cape Town's enterprise resource planning system that hosts its financial and operational business processes and data. It is a critical system to enable service delivery and has been a key driver for an efficient and well-run city. It provides among other services such as interactions with its citizens, reactive and proactive maintenance of City owned infrastructure, emergency services call tracking, financial reporting, and billing systems for services provided.

13.5.2. ESRI

This is the geographical information system and provides among other a spatial and map-based view of the City of Cape Town's assets and services and integrates with the SAP system. Selected services are exposed to the citizens via the City Map Viewer application through the City website.

13.5.3. Microsoft

This is the productivity system for the organisation and provides services such as email, collaboration, word processing and spreadsheets. It also hosts the City's website for its citizens. This tool is a key and foundational enabler for effective collaboration and communication within the organisation and for automation of manual documents.

13.5.4. Custom Build Applications:

This is a collection of custom build applications and 3rd party applications developed and used for services not supported by the core systems such as pet registrations, film permit applications, and prepaid payments.

13.6. SCOPE AND FUNCTIONAL REQUIREMENTS OF THE IT SERVICE MANAGEMENT (ITSM) SOLUTION

This tender will deliver the key priorities of the IT Service Management business capabilities. It is important to note that the City of Cape Town reserves the right to adjust or change the scope of the tender at any time until the contract is awarded.

The scope for this tender is to implement, maintain and provide support for an IT service management solution based on:

- Service catalogue management
- Service level management
- Service asset and configuration management
- Change management
- Release and deployment management
- Knowledge management
- Service request management
- Incident management
- Problem management
- Event management
- Reporting
- Integration
- Mobile application for IS&T support staff
- End user self-service front end.

The technical scope of the tender is divided into four (4) components, namely Service Design, Service Transition, Service Operation and General. The scope can be depicted diagrammatically as follows:

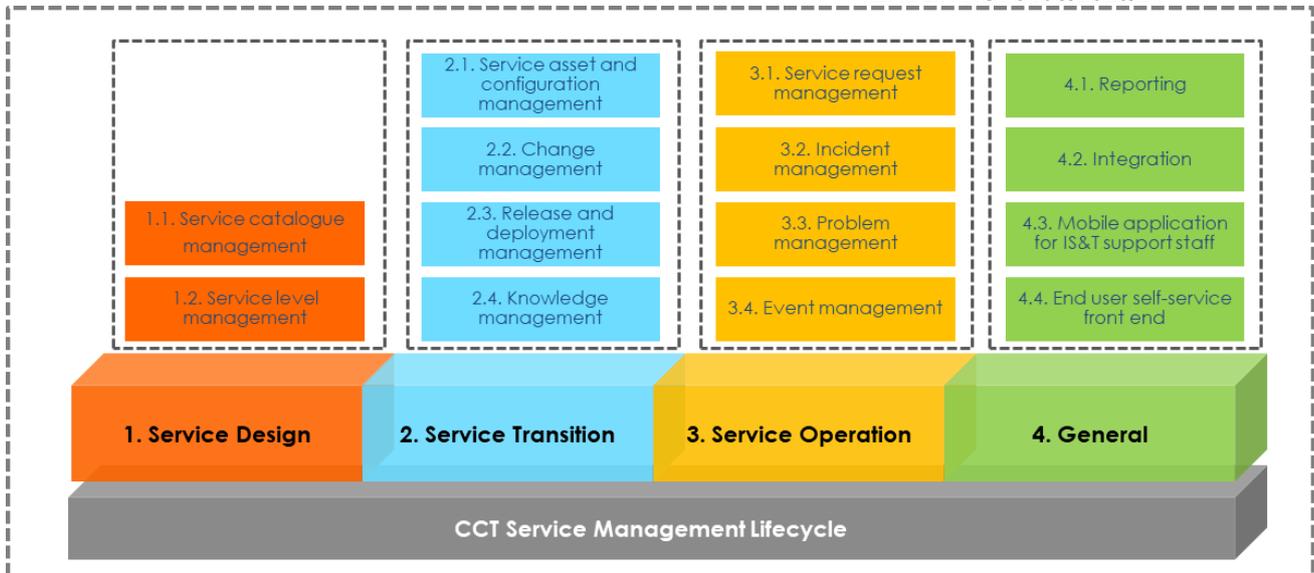


DIAGRAM 5: IT SERVICE MANAGEMENT

Where applicable, the technical scope additionally includes all, or a combination of, the following components:

- Change management deliverables including end user training addressing the implementation scope;
- Systems and administrator training to technical support staff;
- Systems and process training to IS&T staff
- Support of the technical solution for a minimum of 3 months after each go-live implementation as part of the project.
- Detailed knowledge transfer to technical support staff and business users where applicable.

For the purposes of this tender the response must include proposals for the following solution components:

- Implementation of Service Design to enable the capability to record and manage service management requests;
- Implementation of Service Transition to enable the capability to deploy changes and include it in the knowledge base; and Implementation of Service Operation to enable the capability to manage incidents, problems and events; and Implementation of Service Strategy to enable overarching capabilities.

The deliverable will be deemed completed when the technical build has been signed-off by the relevant City of Cape Town representatives to be appointed when the project commences and handed over successfully to the relevant City of Cape Town branch.

The service provider will be responsible for the following go-live support activities:

- A minimum of three (3) months technical support period;
- Technical knowledge transfer to the relevant City of Cape Town branch; and
- A minimum of three (3) months user training and support period.

The technical components required to be delivered as part of these four (4) solution components are documented in detail below:

13.6.1. Service Management Area 1: Service Design

Service design enables the IS&T Department to organise and align its people and infrastructure in such a way to enable the City of Cape Town's IT users to request a specific service and to respond to the request within an agreed-to time and quality threshold.

Service design firstly includes the creation and maintenance of a service catalogue to ensure the list of IT service offerings are produced and maintained, and contain accurate information on all operational services.

It further includes the negotiations and maintenance of service level agreements, including monitoring of and reporting on service levels.

The scope of the service design can be depicted diagrammatically as follows:

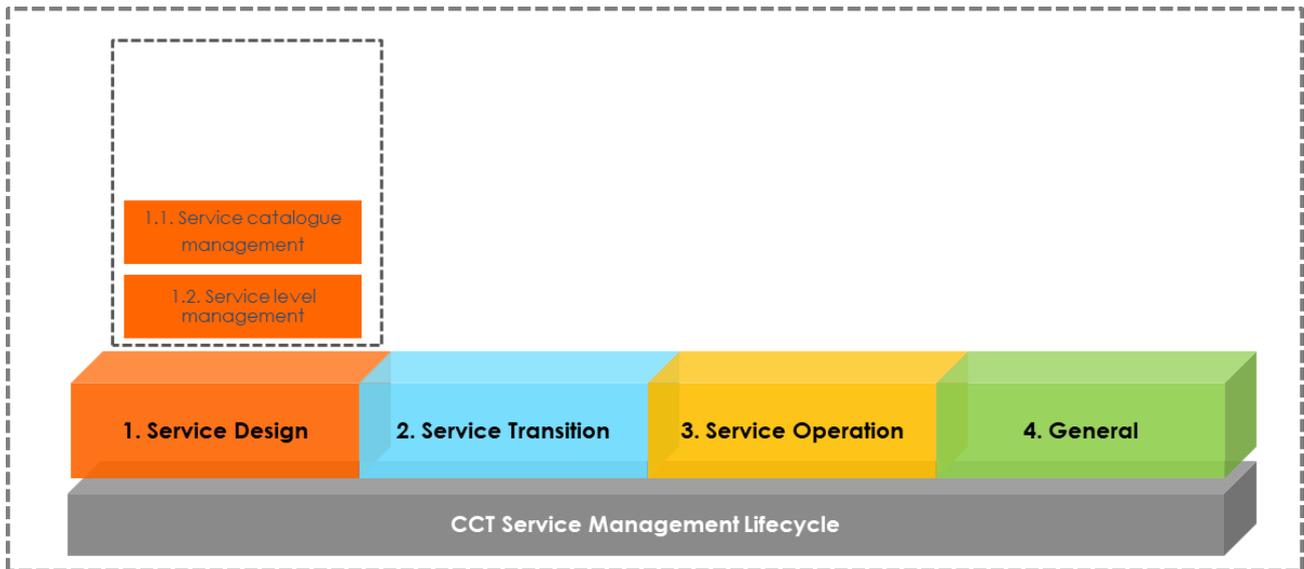


DIAGRAM 6: IT SERVICE MANAGEMENT - SERVICE DESIGN

The functional requirements for the IT SERVICE MANAGEMENT Solution in terms of Service Design are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE A in section (5) Price Schedule** of this tender document. The Tenderer must indicate in the column "Compliant Yes / No / Partially" whether the proposed solution adhere or can deliver on ALL the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause 2.2.1 Eligibility Criteria and 2.3.7. Test for responsiveness on this matter.

- *Out-of-Box = Standard Feature for which the CCT can utilize for our requirements
- Configurable = Utilizing the Out-of-Box features to retrofit CCT requirements and processes
- Custom = Requires software development to meet requirements and processes for the CCT.

The functional requirements specifically related to service design are listed in the table below:

Functional Requirement Category	Functional Requirement Description
1. Service Design	
1.1. Service Catalogue Management	<p>a) The solution must provide an out-of-the-box static and actionable service catalogue that allows mapping of service offerings that can be configured and re-configured as necessary to the system be as well as deliver, measure, and configure services to meet the changing needs of the business.</p> <p>b) The solution must have the ability to configure custom forms for service catalogue items. The solution must have the ability to configure custom checklist fields and associated business rules for service catalogue items.</p> <p>c) The solution must have the ability to configure custom fields for service catalogue items. The solution must have the ability to configure custom checklist fields and associated business rules for service catalogue items.</p> <p>d) The solution must have the ability to configure custom check list questions for service catalogue items and option for mandatory fields or items.</p> <p>e) The solution must have the ability to provide a single source of consistent information on all production/live services.</p> <p>f) The solution must have the ability to provide different views of the service catalogue, such as technical service catalogue and business service catalogue.</p> <p>g) The solution must have the ability to define services with associated features, benefits, service levels, pricing- and/or costing, and components.</p> <p>h) The solution must have the ability to provide a structured content framework such as services categories, services and sub services.</p> <p>i) The solution must have the ability to provide configurable service definition templates.</p> <p>j) The solution must have the ability to retrieve and display services via a search engine.</p> <p>k) The solution must have the ability to create and track service requests and incidents through the service catalogue.</p> <p>l) The solution must have the ability to publish the service catalogue.</p> <p>m) The solution must have the ability to define new service in the pipeline and save without publishing</p> <p>n) The solution must have the ability to automatically approve pre-defined services which are obtained automatically.</p>
1.2. Service Level Management	<p>a) The solution must have the ability to measure service quality and timelines against defined benchmarks and metrics for service targets (STs) defined in service level agreements (SLAs), operational level agreements (OLAs) and underpinning contracts (UCs) for tracking and reporting.</p> <p>b) The solution must have the ability to define the criticality of services and incorporate this into the definition/calculation of SLA targets</p>

Functional Requirement Category	Functional Requirement Description
	c) The solution must have the ability to record availability metrics calculated based on incident reporting
	d) The solution must have the ability to publish different service levels for the same service (e.g.: bronze, silver, gold, platinum levels).
	e) The solution must have the ability to prioritise incidents, requests, problems, and changes based on operational level agreements (OLA's) and/or service level agreements (SLA's) and/or underpinning contracts with suppliers.
	f) The solution must have the ability to define multiple support centres/service teams/units, business working hours, and holidays. The Solution must have the ability to record Business Customers, Working Hours and public holidays
	g) The solution must have the ability to record Business Customers, Working Hours and public holidays
	h) The solution must have the ability to provide escalation notification through multiple communication channels not limited to emails or sms at predefined intervals.
	i) The solution must have the ability to provide information on service target breaches in the statistical and real-time information.

13.6.2. Service Management Area 2: Service Transition

Service transition enables the IS&T Department to build and deploy new or modified IT services and ensure that changes to services and service management processes are executed and managed in a coordinated way. The City of Cape Town will focus predominantly on service asset and configuration management, change management, release and deployment management, and knowledge management.

Service transition firstly includes the maintenance of information about configuration items required to deliver an IT service, including their relationships. It further includes the management and control of the lifecycle of all changes with the primary objective to enable beneficial changes to be applied with minimum disruption to IT services.

Service transition further includes the planning, scheduling and controlling the movement of releases to test and live environments with the primary goal to ensure that the integrity of the live environment is protected and that the correct components are released. Lastly, service transition includes the management of knowledge to gather, analyse, store and share knowledge and information within the IS&T department with the primary purpose to improve efficiency by reducing the need to rediscover knowledge.

The scope of the service transition can be depicted diagrammatically as follows:

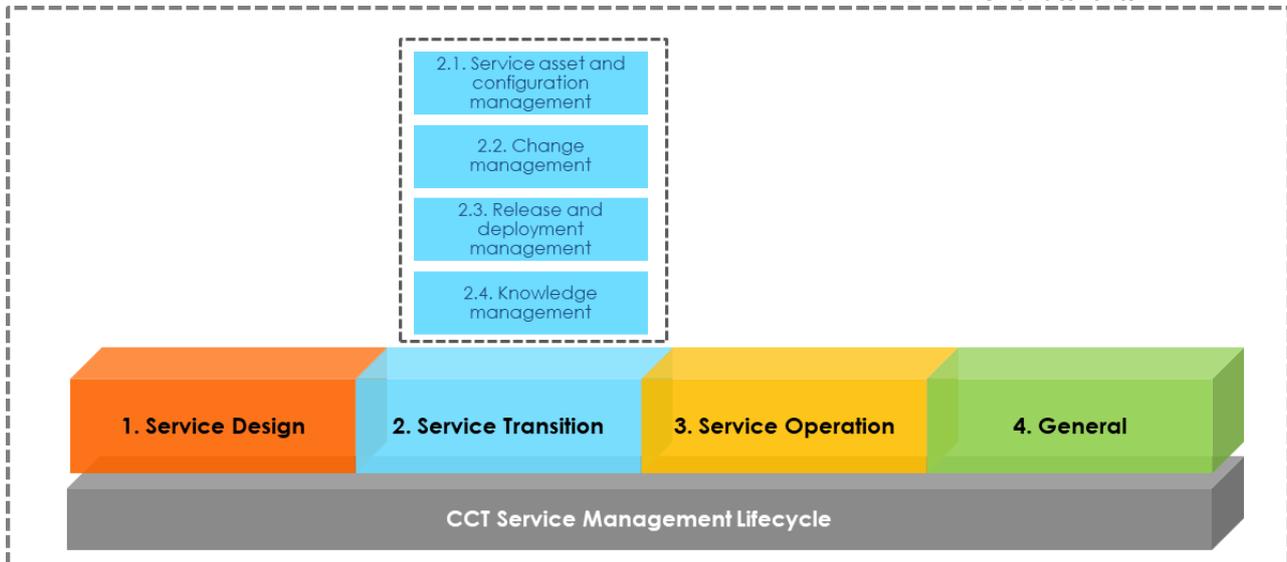


DIAGRAM 7: IT SERVICE MANAGEMENT - SERVICE TRANSITION

The functional requirements for the IT SERVICE MANAGEMENT Solution in terms of Service Transition are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE A in section (5) Price Schedule** of this tender document. The Tenderer must indicate in the column “Compliant Yes / No / Partially” whether the proposed solution adhere or can deliver on ALL the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause 2.2.1 Eligibility Criteria and 2.3.7. Test for responsiveness on this matter.

- *Out-of-Box = Standard Feature for which the CCT can utilize for our requirements
- Configurable = Utilizing the Out-of-Box features to retrofit CCT requirements and processes
- Custom = Requires software development to meet requirements and processes for the CCT.

The functional requirements specifically related to service transition are listed in the table below:

Functional Requirement Category	Functional Requirement Description
2. Service Transition	
2.1. Service Asset Management and Configuration	<p>a) The solution must be able to integrate with incident, problem, change, service level, service asset management, service catalogue, knowledge and release management to enable the creation and maintenance of the linked relationships between configuration item (CI) Records and associated process records.</p> <p>b) The solution must be able to record configuration item (CI) details of varying complexity as per below:</p> <ul style="list-style-type: none"> • Hardware Configuration: This level includes hardware-specific configuration items, such as BIOS settings, hardware drivers, and firmware updates. • Operating System Configuration: This level includes Windows-specific configuration items, such as registry settings, group policy settings, and Windows updates. • Application Configuration: This level includes application-specific configuration items, such as application settings, configuration files, and application updates. • Security Configuration: This level includes security-specific configuration items, such as firewall settings, antivirus updates, and security policy settings. • Each of these configuration item levels can be managed using different tools in Windows Server, such as Group Policy Management Console (GPMC), System Center Configuration Manager (SCCM), or Windows PowerShell <p>c) The solution must have the ability to support asset acquisition – procurement, configuration and warranty tracking with a lifecycle management approach.</p> <p>d) The solution must have the ability to manage all IT related CIs through their lifecycle.</p> <p>e) The solution must have the ability to record/tag vendor and manufacturer information as part of the CI information.</p> <p>f) The solution must have the ability to automatically discover, populate and verify CI Information including the relationships between CIs</p> <p>g) The solution must have the ability to discover, verify, record, and control all configuration items (CIs) ie hardware and software through their entire lifecycle.</p> <p>h) The solution must be able to identify and record software information such as applications installed, service packs, updates and license support.</p> <p>i) The solution must provide a single entry point to view, query and report on in-scope CI information.</p> <p>j) The solution must be able to link CIs to owners, locations, and departments.</p> <p>k) The solution must be able to integrate into the City of Cape Town corporate asset management system with an ability to add additional attributes.</p>

Functional Requirement Category	Functional Requirement Description
	<p>l) The solution must be able to create inventory reports with information such as trends and distribution.</p> <p>m) The solution must have the ability to view CI information, and where possible connect to the CI being viewed via an integrated remote take-over tool (i.e. viewing a desktop CI information and then being able to remotely access the desktop)</p> <p>n) The solution must have the ability to generate notifications based on maintenance hold schedules e.g. code/change freeze period</p> <p>o) The solution must have the ability to view and link all tickets for a specific CI</p> <p>p) The solution must have the ability to provide historical tracking of CI ownership.</p> <p>q) The solution must able to record all contracts information and provide alerts for contract expiration.</p> <p>r) The solution must be able to associate CIs with a SLA, OLAs and UCs where required.</p>
2.2. Change management	<p>a) The solution must have the ability to approve, record, postpone, reject and cancel request for changes.</p> <p>b) The solution must have the ability to configure workflow features and tasks for change assessment and approvals (based on defined criteria) with in-built approvals/rejections</p> <p>c) The solution must be able to sort/filter changes by priority.</p> <p>d) The solution must have the ability to plan change releases with the ability to include the necessary roll back plans and procedures.</p> <p>e) The solution must have the ability to monitor the change request life cycle.</p> <p>f) The solution must have the ability to schedule all future planned changes that should be presented in a calendar view.</p> <p>g) The solution must have the ability to automatically assign change request tasks through workflow routing.</p> <p>h) The solution must have the ability to automatically route request for changes to appropriate authorisation bodies and predefine or categorize a change by change type, impact and risk to define the priority of the change.</p> <p>i) The solution must have the ability to allow us to record and attach pre-defined criteria and information and supporting documentation relating to the change to allow the change authority to evaluate the change.</p> <p>j) The solution must have the ability to capture planning and scheduling of all tasks and personnel associated with the request for change.</p> <p>k) The solution must have the ability to display a forward schedule of change.</p> <p>l) The solution must be able to record and track the planning, management and successful rollout and roll back of approved changes</p> <p>m) The solution must be able to calculate risk and impact level associated with a change based on defined criteria</p> <p>n) The solution must be able to record the post-implementation review (PIR) for all unsuccessful changes for future reference and use.</p> <p>o) The solution must have the post-implementation review template that is customisable.</p>

Functional Requirement Category	Functional Requirement Description
	<p>p) The solution must have the ability to workflow a post-implementation review template up to approval.</p> <p>q) The solution must have the ability to manage the use of CI baselines through the configuration management database (CMDB).</p> <p>r) The solution must have the ability for the proposed change to be sent to predefined people/teams (CI owners) to be checked and released/updated.</p> <p>s) The solution must have the ability to relate a change request to a CI (QA, Production, development etc)</p> <p>t) The solution must have the ability to have a cut-off for change request submissions</p> <p>u) The solution must have the ability to cater for multi level change authorities</p> <p>v) The solution must be able to create and allocate multiple tasks to the various technical teams to perform any work on complex changes which might require more than one resource</p>
2.3. Release and Deployment Management	<p>a) The solution must have the ability to link and cross reference changes in the solution to releases being managed within SAP Sol Man.</p>
2.4. Knowledge management	<p>a) The solution must have the ability to configure and categorise content in the knowledge base as frequently asked questions (FAQ's) and / or checklists.</p> <p>b) The solution must have the ability to conduct fast knowledge searches using the criteria ie keywords contained within an article.</p> <p>c) The solution must have the ability to conduct searches based on but not limited to, keywords, Boolean string or string of characters with wild cards.</p> <p>d) The solution must have the ability to cross reference solutions and content for re-use.</p> <p>e) The solution must have the ability to inactivate records of any sort, with the ability to still search and retrieve them.</p> <p>f) The solution must have the ability to store and upload information about legislations such as for SOX, ISO 20000, ISO 27001 and others.</p> <p>g) The solution must have the ability to create and maintain links between related knowledge records.</p> <p>h) The solution must have the ability to allow user feedback to rate knowledge articles.</p> <p>i) The solution must have the ability to track and report on the use of a knowledge record.</p> <p>j) The solution must have the ability to provide self-help features for example providing user training information such as access instructions, entitlement and ordering instructions.</p>

13.6.3. Service Management Area 3: Service Operation

Service operations enables the IS&T Department to deliver IT services effectively and efficiently and includes the fulfilling of user requests, resolving service failures, fixing problems, as well as carrying out routine operational tasks.

Service operation firstly includes the management of incidents with the aim to restore normal service operation as quickly as possible and the business impact is minimised.

It further includes the management of problems to prevent incidents from happening or to minimise the impact of incidents that cannot be prevented. Trends are also identified by analysing incident records and data with the main aim to proactively manage problems.

Service operation lastly includes the constant monitoring of configuration items and services, and the filtering and categorising of events to detect incidents early and to take appropriate actions, including automated responses and activities.

The scope of the service operation can be depicted diagrammatically as follows:

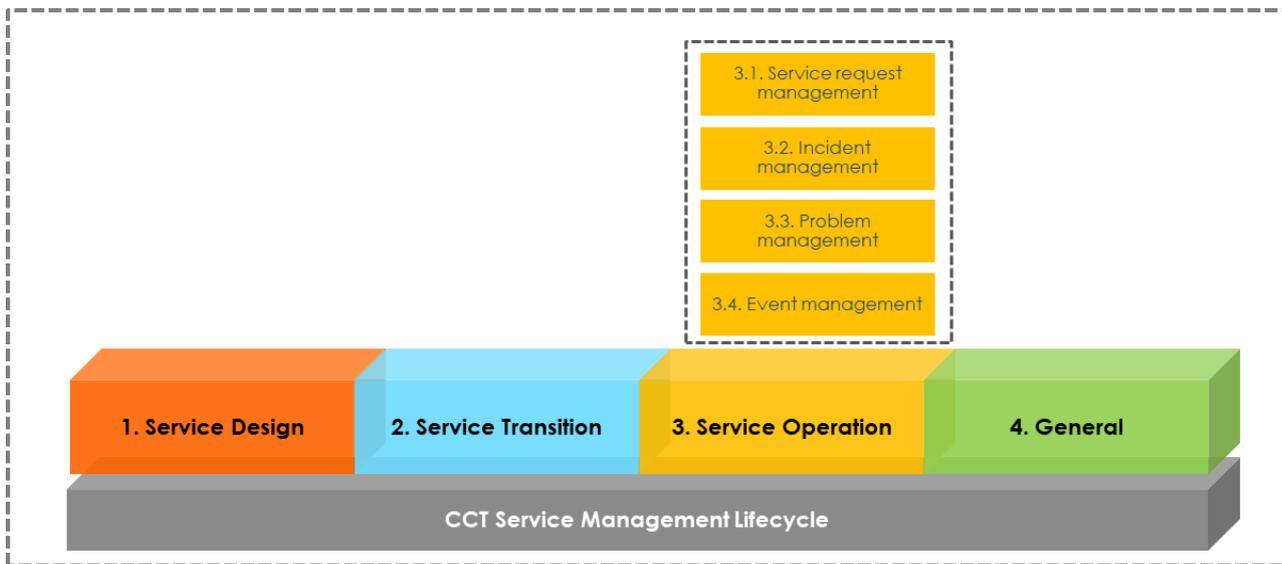


DIAGRAM 8: IT SERVICE MANAGEMENT - SERVICE OPERATION

The functional requirements for the IT SERVICE MANAGEMENT Solution in terms of Service Operation are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE A in section (5) Price Schedule** of this tender document. The Tenderer must indicate in the column “Compliant Yes / No / Partially” whether the proposed solution adhere or can deliver on ALL the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause 2.2.1 Eligibility Criteria and 2.3.7. Test for responsiveness on this matter.

- *Out-of-Box = Standard Feature for which the CCT can utilize for our requirements
- Configurable = Utilizing the Out-of-Box features to retrofit CCT requirements and processes
- Custom = Requires software development to meet requirements and processes for the CCT.

The functional requirements specifically related to service operation are listed in the table below:

Functional Requirement Category	Functional Requirement Description
3. Service Operation	
3.1. Service Request Management	<p>a) The solution must have the ability to change a service request form based on the service item, without any programming for populating specific field for data capture.</p> <p>b) The solution must provide a workflow tool to define services from initial request to fulfilment including the ability to support serial and parallel approval workflow paths.</p> <p>c) The solution must have the ability to automatically assign tickets to support staff based on classification availability, roster, holiday calendar, and approved leave.</p> <p>d) The solution must allow for one or multiple approvals as part of the request fulfilment process</p> <p>e) The solution must have the ability to automatically create new tasks when the service request status changes to a specific state.</p> <p>f) The solution must have the ability to configure request models for common requests, with auto multiple tasks initiation, when one service request is raised to automate complex requests e.g. server decommissioning process.</p> <p>g) The solution must allow for the nomination of an alternate approver and implementer without changing the workflow.</p> <p>h) The solution must have the ability to send escalation alert messages for functional and hierarchal escalation at predetermined intervals.</p> <p>i) The solution must have the ability to track compliance with service level agreements (SLAs).</p> <p>j) The solution must have configurable workflows for routing assignments as per pre-defined business assignments/tasks.</p> <p>k) The solution must have the ability to automatically create and assign work orders or tasks in order to fulfil a service request.</p> <p>l) The solution must have the capability to create multiple service requests linked to a single Parent "Golden" Ticket to allow for end-to-end reporting of a service request throughout its lifecycle until resolution.</p> <p>m) The solution should have the ability to record and track billing or cross-charging for the request being fulfilled for ongoing costs of request fulfilment e.g.: by division, by department, by location, and against cost centres.</p>
3.2. Incident management	<p>a) The solution must have the ability to change an incident form without any programming to populate specific field for data capture.</p> <p>b) The solution must have controls to open, modify, change status to "on hold", close and re-open incidents based on pre-established conditions using console or self-service portal for both internal employees and end users.</p> <p>c) The solution must support matching of incident records, related problem records, known error records and relevant knowledge articles to assist service desk staff and/or for self-help end users.</p>

	d) The solution must have the ability to automatically trigger actions as per the underlying workflow when service level agreements (SLAs)/pre-defined thresholds are reached.
	e) The solution must have incident templates to easily handle recurring incidents, with steps to be taken, sequence of actions, timescales and thresholds, and automatic escalation.
	f) The solution must have multi-level hierarchical category fields to record the type of incident at opening, during the call, and at closing.
	g) The solution must be able to assign an initial priority to incidents based on impact and urgency according to pre-established conditions i.e P1/P2 (service level agreements, business services impacted, level of service disruption etc)
	h) The solution must have the ability to allow for the capturing of free rich text and attach multiple files and or artefacts for the recording of incident descriptions and resolutions.
	i) The solution must be able to automatically populate and route incidents based on categorization, to support staff and/or groups
	j) The solution must be able to automate notifications (communication to relevant parties) ie. emails, WhatsApp, SMS etc.
	k) The solution must have the ability to route escalations based on service /operational level targets and vendor underpinning contracts at pre-defined thresholds.
	l) The solution must have ability to close multiple incidents of same nature with a parent child relationship.
	m) The solution must have the ability to record incident time stamps (ie total time to resolve, time between status changes and assigned between teams etc.)
	n) The solution must have the ability to provide incident trend analysis.
	o) The solution must have the ability to perform closure of incidents by utilising customisable incident closure codes e.g. closure categorisation, root cause, and work around.
	p) The solution must have the ability to facilitate the closure of all incidents when the associated problem, known error and change record is closed.
	q) The solution must have the ability to link a CI to an incident.
	r) The solution must allow notification of high priority incidents to multiple associates (support groups) eg SMS,WhatsApp or emails.
	s) The solution must support automatic notifications and escalation of unresolved incidents in relation to call statuses and service level agreements and / or operation level agreements parameters and UC's.
	t) The solution must facilitate the use of knowledge base and support check lists for incident diagnosis and resolution.
	u) The solution must have the ability to automate the calculation of priority based on defined business impact and urgency factors.
	v) The solution must allow the change of service level agreement and/or priority of an incident at any given time.
	w) The solution must track changes applied to priority (impact and urgency).
	x) The solution must be able to change a service request to an incident and vice versa

	y) The solution must be able to link incident resolutions to knowledge base articles/work arounds.
	z) The solution must record full history audit for the incident life cycle.
	aa) Solution must have the ability to integrate with CIs to enable all staff to identify, investigate and diagnose incidents.
	bb) The solution must be able to create and allocate multiple tasks to the various technical teams to perform any work to resolve an incident
3.3. Problem management	a) The solution must have the ability to record known errors in a known error database (KEDB).
	b) The solution must have the ability to route and assign problem records to pre-defined user groups.
	c) The solution must have the ability to assign impact and urgency codes to problem records.
	d) The solution must have the ability to track and monitor problem resolution status.
	e) The solution should have the ability to escalate/notify pre-defined teams/individuals when the "Root cause identified/Error identified" status has breached a pre-defined time limit.
	f) The solution must have the ability to support sequential recording of diagnostic actions e.g. activities, troubleshooting, investigation and symptoms of the fault.
	g) The solution should enable us to create templates based on recognised Problem investigation techniques (i.e. Fishbone analysis, 5 why's, Mindmapping etc)
	h) The solution must have the ability to provide incident trending for pro-active problem identification in relation to historical and related incident tracking.
	i) The solution must have the ability to integrate into knowledge management to support investigations, diagnoses, root cause analysis techniques, and creating or updating workarounds, temporary fixes and resolutions.
	j) The solution must have the ability to associate and maintain relationships between incidents, known error records and requests for change (RFCs) and CIs.
	k) The solution must have built-in root cause analysis templates that are customisable and should include all current fields (root cause, resolution, preventative measures etc.). It should include for example: <ul style="list-style-type: none"> • Root cause categories and subcategories • Root cause owner (department) • Restored by team.
	l) The solution must have the ability to workflow a root cause analysis template up to approval.
	m) The solution must have the ability to automatically record successful problem resolution information.
n) The solution must be able to create and allocate multiple tasks to the various technical teams to perform any work to resolve a Problem	
3.4. Event management	a) The solution must have the ability but not limited to (via existing monitoring tools): <ul style="list-style-type: none"> • Automatically create a ticket ie. incidents, problems, change requests and requests etc.

	<ul style="list-style-type: none"> • Auto-prioritise based on monitoring alerts • Provide workflows • Automate notifications (communication to relevant parties e.g. emails and sms).
--	--

13.6.4. Service Management Area 4: General

The IS&T department requires the enabling of specific capabilities relating to process governance and compliance, integration to other City of Cape Town products and solutions, self-service, mobile applications, and reports and analytics.

The scope of the City of Cape Town capability requirements can be depicted diagrammatically as follows:

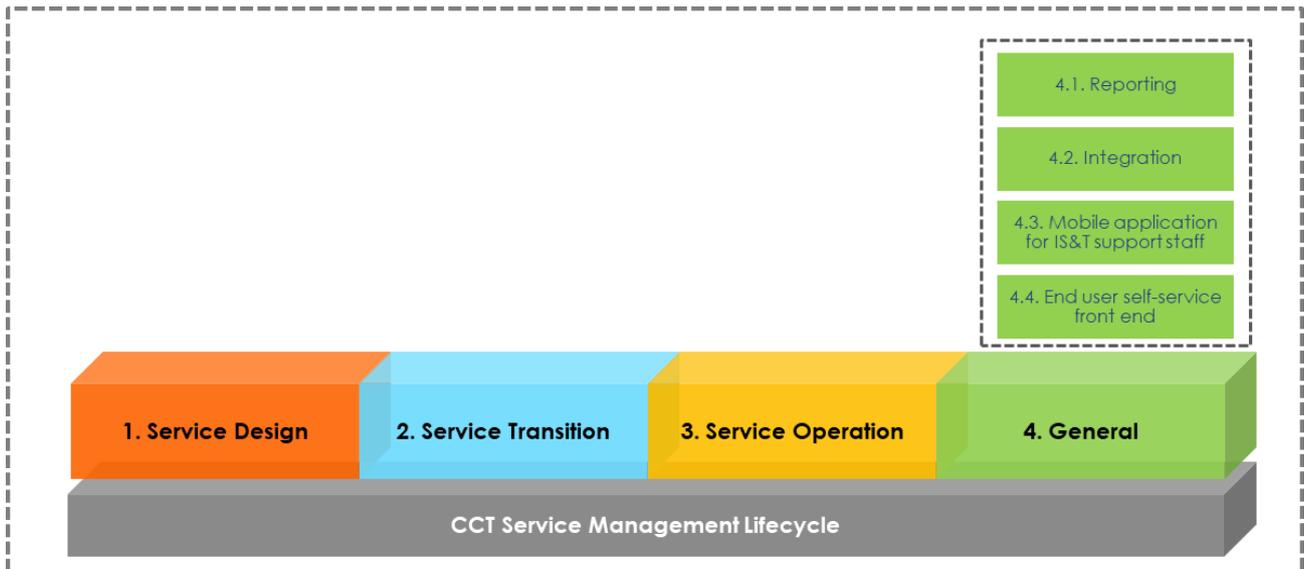


DIAGRAM 8: IT SERVICE MANAGEMENT - GENERAL

The functional requirements for the IT SERVICE MANAGEMENT Solution in terms of General requirements are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE A in section (5) Price Schedule** of this tender document. The Tenderer must indicate in the column “Compliant Yes / No / Partially” whether the proposed solution adhere or can deliver on ALL the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause 2.2.1 Eligibility Criteria and 2.3.7. Test for responsiveness on this matter.

- *Out-of-Box = Standard Feature for which the CCT can utilize for our requirements
- Configurable = Utilizing the Out-of-Box features to retrofit CCT requirements and processes

Custom = Requires software development to meet requirements and processes for the CCT.

The general functional requirements are listed in the table below:

Functional Requirement Category	Functional Requirement Description
4. General	
	<p>a) The solution must support the Information Technology Infrastructure Library (ITIL) framework.</p> <p>b) The solution must cater for the following minimum processes:</p> <ul style="list-style-type: none"> • Service catalogue management • Service level management • Service asset and configuration management • Change management • Release and deployment management • Knowledge management • Service request management • Incident management • Problem management • Event management • Reporting • Integration • Mobile application for IS&T support staff • End user self-service front end. <p>c) The solution must be aligned to the industry accepted standards such as ITIL framework and the ISO20000 standards.</p> <p>d) The solution must have an end-user self-service portal.</p> <p>e) The solution must include a configuration management database (CMDB) built in.</p> <p>f) All functionality associated with the self-service solution must be accessible in a user-friendly manner on mainstream mobile devices and their associated operating system (Android and iOS).</p> <p>g) The self-service solution must not store any data on the mobile devices and must only be accessible when connected online (no off-line access, storage or application caching).</p> <p>h) The end-user self-service front-end must at a minimum allow end-users to:</p> <ul style="list-style-type: none"> • Logging of incidences (e.g. outages, problems, etc.) • Logging of service requests (e.g. new users, hardware requests, telephony applications, etc.) • Tracking of logged calls. <p>i) The solution must have a native mobile application for City of Cape Town IS&T staff (service agents, support technicians, administrators, etc) to perform full range of IT SERVICE MANAGEMENT functions via their mobile devices.</p> <p>j) The solution must have customisation capabilities without any development for example to add fields to screens, new forms and/or views.</p> <p>k) The solution must be presented in the English language</p> <p>l) The solution must cater for South African local calendar's and must have the ability to import and/or integrate the Western Cape public and school holidays schedule.</p>

Functional Requirement Category	Functional Requirement Description
	<p>m) The solution must allow for Unicode.</p> <p>n) The solution must provide a secure historical audit and transactions logs of all call interactions.</p> <p>o) The solution must be able to notify of all system outages automatically from incidents, events and allow for manual input to and from all user groups. i.e. service desk agents.</p> <p>p) The solution must have the capability for reporting: <ul style="list-style-type: none"> • Out of the box reporting • Customisable reports without development • Development of non-standard reporting to meet our specific requirements • Active real-time dashboards that is visual and easy to understand. </p> <p>q) The solution must have the ability to export reports to spreadsheets, csv, pdf, etc.</p> <p>r) The solution must have the ability to automatically and manually send scheduled reports to a target audience.</p> <p>s) The solution must have the ability to provide trend analysis and analytical reports.</p> <p>t) The solution must have the ability to create and change reports easily using a guided assistant for ease of use to configure, preview, edit and share.</p> <p>u) The solution must have the ability to create surveys (standard and custom) and automatically send to end users.</p> <p>v) The solution must be scalable and cater for multi-tenancy.</p> <p>w) The solution must have ability to archive closed records to improve system performance.</p> <p>x) The solution must have high availability and fail-over.</p> <p>y) The solution must have the ability to create and distribute work schedules to individuals and groups or teams.</p> <p>z) The solution (including mobile applications) must support integration to ILM (Identity lifecycle management).</p>
<p>4.1. Reporting</p>	<p>a) The solution must have the ability to dynamically report i.e drag & drop reports – Operational report :</p> <ul style="list-style-type: none"> • Total problem records (PR's) vs service records (SR's) • Total PR vs Service • Active Calls Report • 2nd Line Resolved calls <p>b) The solution must have the ability to dynamically report i.e drag & drop reports – Proactive report:</p> <ul style="list-style-type: none"> • Service level agreements, thresholds notification reports • Change management trends • Warranty expiry status • Age analysis

Functional Requirement Category	Functional Requirement Description
	<p>c) The solution must have the ability to dynamically report i.e drag & drop reports – Management report:</p> <ul style="list-style-type: none"> • Real time dashboards inclusive of graphical formatting • Dashboards that will cater for various audiences for example executive overview of IT Service Management calls; team lead and/or manager view in to calls for their Branches and/or sections etc. • Monthly operational reports depicting trends and other metrics • Service level agreements and operational level reports on system and interdepartmental performance.
4.2. Integration	<p>a) The solution should have ability to integrate with inventory management solutions.</p> <p>b) The solution must have the ability to integrate with records and document management solutions.</p> <p>c) The solution must be able to integrate to an existing technology which will conduct the broadcasting notifications function of outages to endpoints.</p> <p>d) The solution must have the ability to integrate with monitoring tools and have the ability for auto ticket creation and closure where the “event / incident / problem / change” has been resolved in the outside application based on alerts from monitoring tools and 3rd party applications.</p> <p>e) The solution must have the ability to integrate with communication gateways for sending alerts and notifications to specified user groups (end users, IT administrators, service teams, etc.)</p> <p>f) The solution must have the ability to integrate to asset management system.</p> <p>g) The solution must have the ability to integrate to existing and/or future telephony systems for contact centres.</p> <p>h) The solution must be able to be integrated via native application programming interface (API) with the future employee mobile application.</p>
4.3. Mobile applications for IS&T Support Staff	<p>a) The solution must allow support staff to create, update, transfer, close and monitor requests for incidents, service requests, etc.</p> <p>b) The solution must allow support staff to add notes or comments to a request at any time until it is closed.</p> <p>c) The solution must allow support staff to attach artefacts to an incident or service request.</p> <p>d) The solution must allow support staff to search a knowledge base solution using multiple search criteria.</p> <p>e) The solution must allow support staff to view news, frequently asked questions (FAQ’s) and system outages information.</p>
4.4. End User Self-service front end	<p>a) The solution must allow end users to create requests for incidents, service requests.</p> <p>b) The solution must allow end users to check the status of incidents and request tickets.</p> <p>c) The solution must allow end users to monitor active requests and incidents.</p>

Functional Requirement Category	Functional Requirement Description
	d) The solution must allow end users to add notes or comments to a request at any time until it is closed.
	e) The solution must allow end users to create new service requests and incidents from within an incident and service request.
	f) The solution must allow end users to attach artefacts related to an incident or service request.
	g) The solution must allow end users to search a knowledge base solution using multiple search criteria.
	h) The solution must allow end users to view news, frequently asked questions (FAQ's) and system outages information.
	i) The solution must allow end users to respond to published surveys as part of continual service improvement.
	j) The solution must have the ability to change an incident form without any programming for populating specific field for data capture.

13.7. TECHNICAL REQUIREMENTS

13.7.1. Non-Functional Requirements

Non-functional Requirements Category	Non-functional Requirements Description
Performance	d) The measurement of response time and throughput with respect to user load conditions. e) Provide as a minimum between 200 - 500ms response time. f) Your solution must be able to provide a sub-second response time for transactional computing between the application and database layers for the minimum concurrency of 2500 users
IT Service Management Solution Availability	e) Availability. A measure of how often a system's resources and services are accessible to end users, often expressed as the uptime of a system. f) 99.9% uptime of the solution excluding dependencies from the City outside of the tenderer's control, 24/7 regardless if the solution is on-prem, cloud or hybrid. g) Have fail save capability and high availability functionality in place h) The system should cater for full business continuity from an architectural and operational perspective
Scalability	c) The ability to add capacity and users to a deployed system over time. d) Scalability typically involves adding resources to the system without changing the deployment architecture.
Security	b) At the time of implementation, the product and SI will need to adhere to all Security Standards and Protocols that governs the City of Cape Town. <ul style="list-style-type: none"> • Secure mobility management with ability to not cache • To enable and disable mobile or URL capabilities
Technical Frameworks	b) Proven track record of implemented frameworks.: <ul style="list-style-type: none"> • ITIL

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance to Specification by indicating Yes/No/Partially on **Schedule 13M** of the tender. If No or Partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

13.7.2. Technology Supported

The IT Service Management (IT SERVICE MANAGEMENT) Solution (should support modern technology based on the following extensive or inclusive list as a minimum (see Table below).

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance to Specification by indicating **Yes/No/Partially** on **Schedule 13N** of the tender. If No or Partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

Paradigm/Context	Protocols	Serialisation/Data Formats
File Transfer	FTP (IETF Datatracker RFC959)	
email	POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252) MAPI/HTTP(protocol)(RFC3986,RFC2119,RFC1738) EWS MANAGED API METHOD RPC/TCP, RPC/HTTPS or pure HTTPS	
REST SOAP & GraphQL (October 2021)	HTTP/1 (IETF Datatracker - RFC7230) HTTP/2 (IETF Datatracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455)	JSON (IETF Datatracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2)
Message Queue Pub-Sub	Kafka Protocol AMQP (AMQP - 1.0, 0-9-1) ZMTP (RFC.ZeroMQ - 23/ZMTP) MQTT (OASIS - Version 5)	
Database connections	LDAPS protocol ODBC protocol JDBC protocol	
Security protocols	TLS1.2 or later	
Runtime	Only the Open components of the Java Platform SE/EE must be used eg OpenJDK	

Refer to list of websites below for further detail:

- **IETF Datatracker:** <https://datatracker.ietf.org/>
- **ODBC:** <https://github.com/microsoft/ODBC-Specification>
- **SOAP, XML:** <https://www.w3.org>
- **YAML:** <https://yaml.org/spec/1.2/spec.html>
- **Kafka Protocol:** <https://kafka.apache.org/protocol.html>
- **AMQP:** <https://www.amqp.org/resources/specifications>
- **ZMTP:** <https://rfc.zeromq.org/spec/23/>
- **MQTT:** <https://docs.oasis-open.org/mqtt/mqtt/v5.0/mqtt-v5.0.html>
- **EXCHANGE PROTOCOLS:**
<https://interopevents.blob.core.windows.net/events/2017/redmond/docs/1418814-Exchange%20Protocols.pdf>

13.7.3. User Permissions

User permission functionality is aimed at assigning authority to users to execute specific transactions on the system.

The City of Cape Town administers the user permissions based on a flexible user permissions in each application based on a flexible user permission and authorisations model. A flexible user permission and authorisation model is essential to any enterprise solutions, as is the ability to combine authorisations into individual roles as defined by the City of Cape Town.

The City of Cape Town defines user roles that are aligned strictly to appropriate segregation of duties within each application for audit purposed.

The service provider is to ensure that the delivered and implemented user permissions capabilities conform to the requirements.

The service provider is to ensure that the delivered and implemented user permissions capabilities conform to the requirements.

The proposed software or hardware, procured or developed for this project, must provide evidence of meeting Authentication and Authorisation Management (Identity Life Cycle) standards, as listed below:

- Must be capable of integrating with an OAuth 2.0 compliant authentication and authorisation mechanism; and
- Must be capable of integrating with the City of Cape Town's Identity Lifecycle Management application.

13.7.4. Auditability

The City of Cape Town has both internal and external audit teams and is constantly scrutinised for compliance with public and municipal regulations, and internal policies.

Auditability is a necessity for any Enterprise Resource Planning (ERP) solution and the system must have the capability to report user action resulting in data changes and updates, or process changes and updates.

It is essential not only that access be controlled to a very granular level using roles and authorisations, but furthermore that every update in the system has a record of who made that update and when. Display access is less critical however many systems will have some information that is confidential or sensitive and, in such cases, it becomes necessary to be able to determine who viewed sensitive or confidential information and when.

The service provider is to ensure that the delivered and implemented system auditability capabilities conform to the requirements.

13.7.5. Security

The security standards and requirements are critical components of the tender and needs to be considered for the implementation of this project. The City of Cape Town's security components are specifically applicable to the following areas:

- Network security;
- Cyber security; and
- Security Architecture.

Please refer to the **Appendix A - IT Architecture Tender Standards** for more details.

It is important to note that the City of Cape Town reviews its security standards on a continuous basis to enhance security and protect the City of Cape Town's assets. It is therefore clearly noted that these security standards could possibly change to accommodate the evolving technical landscape. The system integrator would therefore need to incorporate the new standards into their designs and implementations.

As part of the project implementation and delivery, the system integrator needs to submit a Conceptual Design incorporating the latest security, architectural, and governance standards as part of the Quality Gate 1, for acceptance by the Core Application Refresh (CAR) programme architectural team and the IS&T enterprise architectural team.

The system integrator could propose alternative enhancing security models and architectural designs for acceptance by the Core Application Refresh (CAR) programme architectural team and the IS&T enterprise architectural team.

It is imperative that the system integrators meets the minimum requirements as the City of Cape Town will not compromise its security and architectural standards

13.7.6. Migration Strategy

The CCT has determined that a data migration of existing data will be required from the current IT Service Desk environments (SAP CRM). This migration will be limited to a subset of existing data (no more than 10 000 records) that is focussed on the transfer of existing open calls at a certain point of time. The CCT envisions a 3 month transition period during which the legacy and new ITSM systems will operate in parallel to allow for the closure of existing calls in the legacy systems while new calls are logged in the new ITSM solution. An automated migration will be performed by the awarded bidder by utilising migration toolsets and resources allocated by the awarded bidder.

13.8. PROJECT REQUIREMENTS

Please note that a Detail Project Plan to be provided in your response for the below deliverables.

The phases and deliverables identified here are aligned with the CoCT Project Management Office methodology listed below for implementation projects and tenderers are required to be familiarised with these requirements when responding to Schedules A to E. Indicate resources and duration for individual scope items on the project plan. The expected overall project duration is anticipated to be within 18 months.

Any on-premise hardware requirements will be procured by the City of Cape Town.

Minimum Requirements for a project plan:

- Include the following activities per scope item:
 - Discovery and Planning
 - Design
 - Development
 - Testing
 - Deployment
 - Migration, Integration and Re-Development
 - Change Management
 - Enhanced three-month period of support post Deployment
- Contain milestones
- Contain Stage gates per phase and minimum requirements to pass
- Provide RACI Matrix taking into account dependencies on CCT

Please respond to this requirement in **Schedule 13Q** of the tender. The information provided will not be used for evaluation purposes.

13.8.1. Requirement for the Supply of the IT Service Management Solution

The following lists the requirements and deliverables for the supply of the IT Service Management Solution.

With reference to **Schedule P**, tenderers must complete either Table 13P1 (on Premise Solution) or Table 13P2 (Cloud Solution) or Table 13P3 (Hybrid Solution) whichever is applicable to their specific solution tendered.

Refer to **SCHEDULE A in section (5) Price Schedule**

Deliverable Category	Requirement Description
<p>IT SERVICE MANAGEMENT Software</p> <p>(Software pricing once off cost)</p>	<ul style="list-style-type: none"> • The once off price per user to procure the software application / application suite for either On-Premise or Hybrid solution. The solution must cater for the following minimum processes as specified in Par. 13.6: <ul style="list-style-type: none"> ○ Service catalogue management ○ Service level management ○ Service asset and configuration management ○ Change management ○ Release and deployment management ○ Knowledge management ○ Service request management ○ Incident management ○ Problem management ○ Event management ○ Reporting ○ Integration ○ Mobile application for IS&T support staff ○ End user self-service front end.
<p>IT SERVICE MANAGEMENT Software</p> <p>(Recurring Cost)</p>	<ul style="list-style-type: none"> • The monthly subscription cost per user to procure the software application / application suite for either Cloud or Hybrid solution. The solution must cater for the following minimum processes as specified in Par. 13.6: <ul style="list-style-type: none"> ○ Service catalogue management ○ Service level management ○ Service asset and configuration management ○ Change management ○ Release and deployment management ○ Knowledge management ○ Service request management ○ Incident management ○ Problem management ○ Event management ○ Reporting

Deliverable Category	Requirement Description
	<ul style="list-style-type: none"> ○ Integration ○ Mobile application for IS&T support staff ○ End user self-service front end. • Ongoing maintenance of the IT Service Management (ITSM) solution software per user per month for either On-Premise or Hybrid solution. This includes: <ul style="list-style-type: none"> ○ Fixing faults, ○ Applying security patches ○ Enabling new features • Applying any other updates/upgrades that become available for the software that forms part of the IT Service Management (ITSM) solution.

13.8.2. Requirement for the Implementation of the IT Service Management Solution

The following provide the requirements and deliverable for the full implementation to go-live of the IT Service Management solution. The phases and deliverables identified here are aligned with the CCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to **Schedule B in section (5) Price Schedule**

The tenderers are required to list all pre-requisites / dependencies that needs to be in place in order for the proposed solution to be implemented. Please respond to this requirement in Schedule 13 of the tender.

Deliverable Category	Requirement Description
Implementation	<p>Implementation encompasses all the post-sale processes involved in the IT Service Management Solution operating properly in its environment.</p> <p>The expected duration for implementation are 18 months followed by a 3 month post go-live support period.</p> <p>Implementation encompasses all processes involved to ensure it is operating properly:</p> <p>a) Discovery and Planning</p> <ul style="list-style-type: none"> • Assessing the current environment and planning upgrades/replacement to the new proposed solutions <p>b) Design</p> <p>The solution must be designed to be highly available with an SLA uptime of 99.9% of the solution excluding dependencies from the City outside of the tenderer's control</p> <p>c) Build and Implement</p> <ul style="list-style-type: none"> • Implementation and configuration of proposed solution <p>d) Testing</p>

Deliverable Category	Requirement Description
	<ul style="list-style-type: none"> • Testing of proposed solution, minimising disruptions to the City <p>e) Deployment/Roll-out</p> <ul style="list-style-type: none"> • All software is fully configured, ready for use and deployed to the relevant users <p>f) Migration, Integration and Re-Development</p> <ul style="list-style-type: none"> • Migration of legacy data into the new IT Service Management to support streamless operations without interruptions, this must follow and adhere to a system methodology that encompasses project management, change management and conversion. • All processes should adhere to audit principles both internal and external • Any integration with external systems will need to leverage off the Citys integration principles and toolsets. • All users migrated and ready to use the new systems • Any data migration tasks associated with the current IT SERVICE MANAGEMENT tool to the new proposed solution as part of this tender response • Templates and standard documents must be migrated and made available for use • Integration and touch points must be investigated, re-tested, updated and documents migrated as applicable. <p>g) Change Management</p> <ul style="list-style-type: none"> • Organisational change management related to introduction of the new solution - after completion, the organization must be ready to continue operating as before • Change Management includes, but not limited to videos, end-user guides, self-help communications etc. • The level of Change Management to be sufficient that most users will not require subject specific classroom based training to switch to the new solution <p>h) Training</p> <ul style="list-style-type: none"> • IS&T support staff are appropriately trained as detailed in Schedule D <p>i) Support</p> <ul style="list-style-type: none"> • Provide appropriate level of support as detailed in Schedule C • Enhanced, three-month period of support immediately after each Go-live <p>The tenderer to provide:</p> <ul style="list-style-type: none"> a) A high level plan including all above processes where applicable for each scope item. b) All-encompassing plan to be provided indicating sub-durations and proposed sequencing of scope implementations

Deliverable Category	Requirement Description
1.1 Service Catalogue Management	<ul style="list-style-type: none"> • Transition IS&T staff as power users of the system and will make use of advanced functionality • Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution for Service Catalogue Management • The SI to work alongside CCT IT staff and cross skill • Refine and improve IS&T service catalogue • Provide support as per Paragraph 13.8.4 • Implement functional requirements as per Paragraph 13.6
1.2. Service Level Management	<ul style="list-style-type: none"> • Effectively manage IS&T staff as users of the system and will make use of advanced functionality • Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution for Service Level Management • Facilitate and manage the process of defining SLA's, UC's, OLA's for all branches in CCT IS&T and performance targets with vendors. • The SI to work alongside CCT IT staff and cross skill • Migrate existing Service level management data from current system to the proposed IT SERVICE MANAGEMENT solution • Provide support as per Paragraph 13.8.4 • Implement functional requirements as per Paragraph 13.6
2.1. Service Asset & Configuration Management	<ul style="list-style-type: none"> • Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution for System Asset and Configuration Management – • The SI to work alongside CCT IT staff and cross skill • Provide support as per Paragraph 13.8.4 • Implement functional requirements as per Paragraph 13.6 • Ensure Integration with existing Asset management records being used by CCT (SAP ECC6,...)– see integration and system asset and configuration management functional requirements – specify functional requirements and paragraph stating which systems are currently in use • Populate the CMDB as per CCT requirements using the Discovery tool. <ul style="list-style-type: none"> ○ Scanning the network: Auto-discovery tools scan the network infrastructure, including IP ranges, subnets, and network devices, to identify active devices and their associated configurations. ○ Collecting asset data: The auto-discovery tool collects relevant information about the identified devices, such as IP addresses, hostnames, MAC addresses, software versions, and other configuration details. ○ Mapping relationships: The tool analyzes network connections and dependencies among the discovered assets to map their

Deliverable Category	Requirement Description
	<p>relationships within the CMDB. This will assist CCT Staff to confirm and establish the connections between the various IT Asset components.</p> <ul style="list-style-type: none"> ○ Populating the CMDB: The collected asset data and their relationships are then automatically or manually populated into the CMDB, with support from CCT Staff, ensuring that the database remains updated with the most recent information ○ Continuous monitoring: Auto-discovery processes can be scheduled to run periodically or triggered based on specific events to ensure the CMDB remains synchronized with the evolving IT environment
<p>2.2. Change Management</p>	<ul style="list-style-type: none"> ● Transition IT staff of the proposed IT SERVICE MANAGEMENT solution without disruption to operations ● IS&T staff users of the system and will make use of advanced functionality ● Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution by utilising and incorporating existing forms, templates and workflows for Change management with ability to add new forms, templates and workflows. ● The SI to work alongside CCT IT staff and cross skill ● Migrate existing Change Management data from current system to the proposed IT SERVICE MANAGEMENT solution ● Provide Training as per Paragraph 13.8.3 ● Provide Support as per Paragraph 13.8.4 ● Implement functional requirements as per Paragraph 13.6 ● The SI will be responsible for establishing a change management process to manage and control changes to IT infrastructure and services. This involves defining change approval workflows, assessing change impact and risks, and ensuring proper testing and documentation
<p>2.3. Release & Deployment Management</p>	<ul style="list-style-type: none"> ● Transition IS&T staff as users of the system and will make use of advanced functionality ● Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution for Release and Deployment Management ● Ensure Integration with existing Deployment tools being used by CCT – see Integration and Release and Deployment functional requirements – specify functional requirements and paragraph stating which systems are currently in use ● The SI to work alongside CCT IT staff and cross skill ● Provide support as per Paragraph 13.8.4 ● Implement functional requirements as per Paragraph 13.6

Deliverable Category	Requirement Description
2.4. Knowledge Management	<ul style="list-style-type: none"> • Transition IS&T staff as power users of the system and will make use of advanced functionality • Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution for Knowledge Management • The SI to work alongside CCT IT staff and cross skill • Migrate existing Knowledge management data from current system to the proposed IT SERVICE MANAGEMENT solution • Provide support as per Paragraph 13.8.4 • Implement functional requirements as per Paragraph 13.6
3.1. Service Request Management	<ul style="list-style-type: none"> • Transition IT staff of the proposed IT SERVICE MANAGEMENT solution without disruption to operations • Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution by utilising and incorporating as well as enhance existing forms, templates and workflows for Service Requests with ability to add new forms, templates and workflows (current list to be provided to SI) • The SI to work alongside CCT IT staff and cross skill • Migrate existing Service Request Management data from current system to the proposed IT SERVICE MANAGEMENT solution • Provide support as per Paragraph 13.8.4 • Implement functional requirements as per Paragraph 13.6 •
3.2. Incident Management	<ul style="list-style-type: none"> • Transition IT staff of the proposed solution without disruption to operations • Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution by utilising and incorporating, as well as enhance existing forms, templates and workflows for Incident Management with the ability to add new forms, templates and workflows • The SI to work alongside CCT IT staff and cross skill • Migrate existing IT SERVICE MANAGEMENT org structure and service teams to new proposed solution • Migrate existing Incident Management data from current system to the proposed IT SERVICE MANAGEMENT solution • Staff communications and Change Management • Provide support as per Paragraph 13.8.4 • Implement functional requirements as per Paragraph 13.6 • <u>The SI is responsible for the below:</u> <ul style="list-style-type: none"> ○ Implementing a robust incident management process that allows efficient logging, tracking, and resolution of incidents. This includes incident prioritization, escalation procedures, and incident reporting

Deliverable Category	Requirement Description
3.3. Problem Management	<ul style="list-style-type: none"> • Transition IT staff of the proposed IT SERVICE MANAGEMENT solution without disruption to operations • Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution by utilising and incorporating as well as enhance existing forms, templates for Problem Management with ability to add new forms, templates and workflows • The SI to work alongside CCT IT staff and cross skill • Migrate existing Problem Management data from current system to the proposed IT SERVICE MANAGEMENT solution • Provide support as per Paragraph 13.8.4 • Implement functional requirements as per Paragraph 13.6
3.4. Event Management	<ul style="list-style-type: none"> • IS&T staff as super users of the proposed solution without disruption to operations • Effectively manage IS&T staff as power users of the system and will make use of advanced functionality • Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution for Event Management • The SI to work alongside CCT IT staff and cross skill • Migrate existing Event management data from current system to the proposed IT SERVICE MANAGEMENT solution • Ensure Integration with existing monitoring tools being used by CCT – see integration and Event management functional requirements – specify functional requirements and paragraph stating which systems are currently in use • Provide support as per Paragraph 13.8.4 • Implement functional requirements as per Paragraph 13.6
4.1. Reporting	<ul style="list-style-type: none"> • Transition IS&T staff as users of the system and will make use of advanced functionality • Prepare, configure and roll-out of proposed IT SERVICE MANAGEMENT solution for Reporting with categories for <ul style="list-style-type: none"> ○ Operational Reporting ○ Proactive reporting ○ Management Reporting <p>Refer to reporting requirements listed in schedule – specify functional requirements</p> <p>Include development of additional 20 non-standard customised reports</p> <ul style="list-style-type: none"> • The SI to work alongside CCT IT staff and cross skill • Provide support as per Paragraph 13.8.3 (Schedule C)

13.8.2.1. Implementation Approach

The diagram below depicts the methodology as prescribed by the Information Technology Project Office (ITPO):

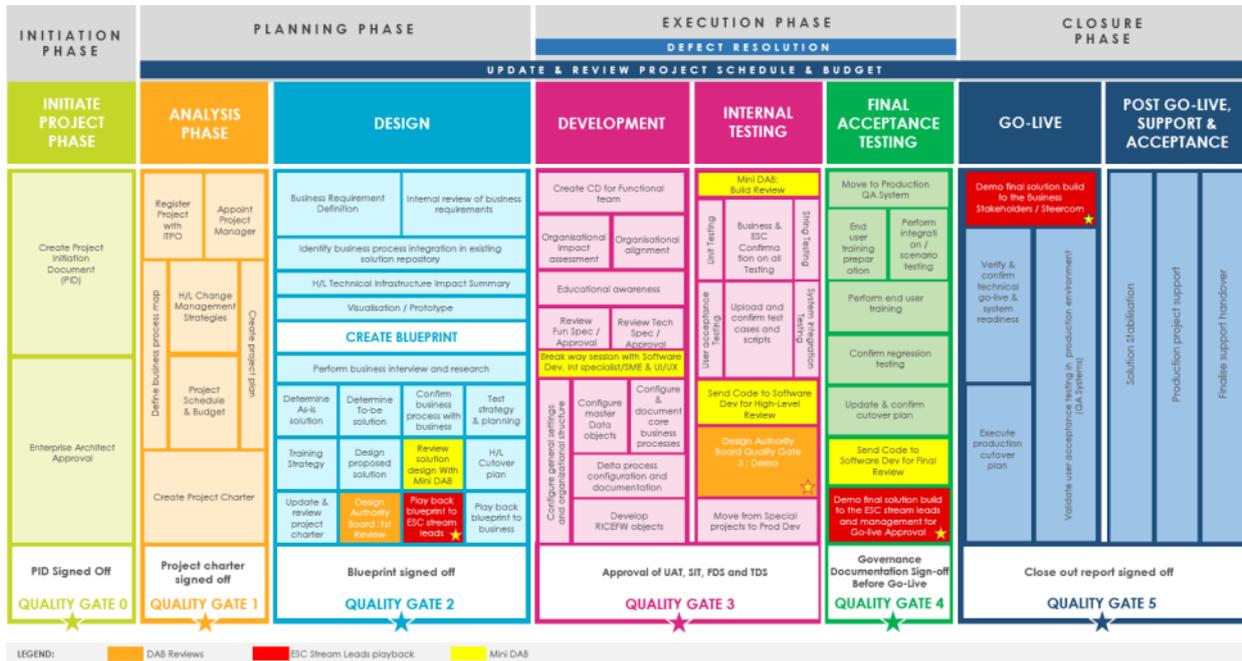


DIAGRAM 6: PROJECT IMPLEMENTATION METHODOLOGY

The key deliverables to be completed by the service provider are listed in the table below, but is not an exhaustive list:

Project Phase	Sub-Phase	Minimal Deliverables
Initiation Phase	Initiate Project Phase	Project Initiation Document
Planning Phase	Analysis Phase	Project Charter Document Project Plan and Schedule
	Design Phase	Blueprint document Comprehensive intergration strategy and plan Comprehensive Data Migration Strategy and Plan Comprehensive Testing Strategy and Plan Updated Project Charter Updated Project Plan and Schedule Updated Costing Figures Required Systems Landscape Deployment to Production Plan
Execution Phase	Development Phase	Organisational Impact Functional Specifications Technical Specifications (Built) Technical Solution
	Internal Testing	Testing Scripts Testing Results
	Final Acceptance Testing	User Acceptance Testing

Project Phase	Sub-Phase	Minimal Deliverables
Closure Phase	Go-Live	Production Cut-Over Plan Successful implementation of the product Stable environment Successful handover of the technical systems Production sign-off from the City of Cape Town
	Post Go-Live, Support and Acceptance	Support Continues change management to support the business through the changes Where applicable, continuous capturing and enhancement of master data Completion of all project documentation and particular the Project Close-Out Report Official closure of the project

13.8.3. REQUIREMENTS FOR MAINTENANCE AND SUPPORT SERVICES ON THE IT SERVICE MANAGEMENT SOLUTION

After the go-live support period, the service provider will be responsible for the maintenance and support of the product as per the contract.

The following provide of the requirements and deliverables for maintenance and support of the IT SERVICE MANAGEMENT solution. Refer to **Schedule C in section (5) Price Schedule**

Deliverable Category	Requirement Description
Software Solution Maintenance	<ul style="list-style-type: none"> • Ongoing service that ensures the maintenance of the IT SERVICE MANAGEMENT solution. This includes applying of the following: <ul style="list-style-type: none"> ○ Fixing faults, ○ Applying security patches ○ Enabling new features ○ Applying any other updates/upgrades that become available for the software that forms part of the IT SERVICE MANAGEMENT solution. • Maintenance encompasses the end-to-end process from relevant improvements being available for the software, to the testing of these improvements, to the final implementation on the production systems. • The service provider would be expected to conform to the City's standard processes in this regard, which include, but are not limited to, the use of distinct test and production environments, as well as governed change control processes. • The above is applicable in terms of solution offered in terms of Cloud, On Premise or Hybrid (Refer to Par. 13.8.1)
Solution Support	<ul style="list-style-type: none"> • Support encompasses: <ul style="list-style-type: none"> ○ Support requirement is 24 hours a day 7 days a week. ○ Technical support will be provided by trained CCT staff (Level 1, 2 and 3) with escalated support to be provided by Tenderer ○ All application support will be the responsibility of the appointed tenderer ○ Dedicated end-user support for a defined period after or during roll-out of the IT SERVICE MANAGEMENT solution.

13.8.4. REQUIREMENTS FOR TRAINING ON THE IT SERVICE MANAGEMENT SOLUTION

The following provide the requirements and deliverables for training on the IT SERVICE MANAGEMENT solution

Refer to **Schedule D in section (5) Price Schedule**

Deliverable Category	Requirement Description
IT SERVICE MANAGEMENT System CMDB Management	<p>It is required to provide for the necessary support structure and resource capacity needs in order to run the IT Service Management CMDB component of the solution (back-end) effectively through the training of CCT CMDB administrators.</p> <p>IT SERVICE MANAGEMENT System - CMDB Management Training must include:</p> <p>Technical Training on the use and management of the CMDB tool</p> <p>Training to be classroom based or virtual provided in the following possible group/class sizes.</p> <ul style="list-style-type: none"> • 1-5 Trainees • 6-10 Trainees • 11+ Trainees <p>Provision to be made for pre- and post-go-live training, as required by CCT.</p> <p>Tenderer to specify any prerequisites that may be vital for the applicable training attendees. Training provided to be at an Advance level where trainee will be able to take the lead on administrative activities.</p> <p>The tenderer to provide relevant training material/documentation for the proposed solution.</p>
IT SERVICE MANAGEMENT System Administrators	<p>It is required to provide for the necessary support structure and resource capacity needs in order to run the IT Service Management solutions (back-end) effectively through the training of CCT system administrator support staff.</p> <p>IT SERVICE MANAGEMENT System Administrators Training must include:</p> <p>Provide Technical Training to administer and configure the IT SERVICE MANAGEMENT Solution</p> <p>Training to be classroom based or virtual provided in the following possible group/class sizes per competency area.</p> <ul style="list-style-type: none"> • 1-5 Trainees • 6-10 Trainees • 11+ Trainees <p>Provision to be made for pre- and post-go-live training, as required by CCT.</p> <p>Tenderer to specify any prerequisites that may be vital for the applicable training attendees. Training provided to be at an Advance level where trainee will be able to take the lead on administrative activities.</p>

	The tenderer to provide relevant training material/documentation for the proposed solution.
IT SERVICE MANAGEMENT System User	<p>It is required to provide for the necessary IT SERVICE MANAGEMENT system user training to enable IT support staff to utilize the proposed IT Service Management solution in this tender (Schedule D)</p> <p>IT SERVICE MANAGEMENT System User Training must include: Provide role based training in the following competency areas:</p> <ul style="list-style-type: none"> • Mobile Application for IT Support • Incident Management • Service Request Management • Problem Management • Change Management • System and Asset Configuration Management • Service Level Management • Service Catalogue Management • Knowledge Management • Operational Reporting • Proactive Reporting • Management (Dashboard) Reporting <p>Training to be classroom based or virtually provided in the following possible group/class.</p> <ul style="list-style-type: none"> • 1-5 Trainees • 6-10 Trainees • 11+ Trainees

Detail on the applicable competency areas are provided below:

Competency Area	Level Definition	Resource Category	Role Description
IT SERVICE MANAGEMENT System CMDB Management	These are staff that will be administering the proposed IT Service Management Solution	Configuration Manager/ Configuration Administrator	After being Trained the CMDB Admin/Manager should have the following competencies but not limited to: <ul style="list-style-type: none"> • Basic understanding of a CMDB • Be able to identify, capture, and maintain all CI's • Be able to link various CI's and maintain them • Be able to report on the status of CI's • Defining data standards, ensuring data integrity, and managing access controls to maintain the accuracy and security of the CMDB
IT SERVICE MANAGEMENT	These are staff that will be	System Engineer	After being trained, all system administrators should have the following competencies, but not limited to :

<p>System Administrators</p>	<p>administering the proposed IT Service Management Solution</p>		<ul style="list-style-type: none"> • Corrective Maintenance & Support of the proposed IT SERVICE MANAGEMENT Solution • Diagnosis service restoration and/or correction of hardware on site as well as resolve basic configuration problems • On-site assistance • Perform base problem determination and collect relevant technical information for further analysis by a higher level engineer. • Provide problem resolution status report updates and escalate unresolved problems to L2 as required. • Provide access details to IS&T administrators. • Provide root cause to Technical Operations Centre • Event Management training to be aligned, but not restricted to; the Functional Requirement Category : Integration and Event Management • Integration with the various source monitoring systems • Configuring Events to allow auto ticket creation from the source monitoring systems with the appropriate priority levels and categorisation • Event Management Metrics, KPIs and Reporting • Service Level Management training to be aligned, but not restricted to; the Functional Requirement Category : Service Level Management • Create and maintain a IT Service Catalogue • Create service levels mapped to the Service Catalogue • Build OLA/SLAs triggers and parameters within the system • Workflows for OLA/SLA breaches • Service Level Management Metrics, KPIs and Reporting • System & Asset Configuration training to be aligned, but not restricted to; the Functional Requirement Category : System Asset & Configuration Management • Integrate with existing Asset Management systems • Create and maintain CI's (Configuration Items) in the CMDB • Asset and Configuration Management Metrics, KPIs and Reporting
<p>IT SERVICE MANAGEMENT System User</p>	<p>These are the IT support staff that will operate the various modules of the proposed IT Service Management Solution</p>	<p>IT Service Desk Agents and 2nd & 3rd Line IT Support Staff</p>	<ul style="list-style-type: none"> • Training should encompass the end-to-end Logging, Acknowledge, Accepting, Routing / re-routing , changing status, updating and Closure process of Incidents and Service Requests of tickets • Call Classification & Prioritisation • Search & Referencing Knowledge Base • Search & Referencing Call History • Search & Referencing Customer History

			<ul style="list-style-type: none"> • Parent/Child Ticketing • Linking of Incidents/Changes/Problems • Call Escalations • Training to be aligned, but not restricted to; as specified in the Functional Requirement Category : Incident & Service Request Management • Operational reporting Training to be aligned, but not restricted to; as specified in the Functional Requirement Category : Incident Management and Service Request Management
	These are the IT support staff that will operate the various modules of the proposed IT Service Management Solution	Change Management staff may include IT Service Desk Agents and 2nd & 3rd Line IT Support Staff	<ul style="list-style-type: none"> • Training should encompass the end-to-end process logging, approving, managing and implementing IT Change Requests in the solution • Training on request for changes • Workflows and features for approval • Change release • Change request lifecycle • Ability to insert Planned changes • Training and workflow routing • Embedding attachments • Planning and forward schedule • Completion of post implementation review templates • Operational reporting • Training to be aligned, but not restricted to; as specified in the Functional Requirement Category: Change Management
	These are the IT support staff that will operate the various modules of the proposed IT Service Management Solution	Problem Management staff may include IT Service Desk Agents and 2nd & 3rd Line IT Support Staff	<ul style="list-style-type: none"> • Training should encompass the end-to-end process for managing IT Problem Records • Problem Record lifecycle – from Problem identification to Root Cause Analysis and Problem Closure • Workflows for RCA completion and approval • Populating the Known error Database (KEDB) • Linking Incidents/Changes/Problems within the solution • The process for Publishing and Maintaining Knowledge Articles in a Knowledge Database • Identification of Problem Trends • Training to be aligned, but not restricted to; as specified in the Functional Requirement Category : Problem Management
	These are the IT Staff that will use the system for Reporting; Managing their Support Teams; Quality Assurance	All IT staff inclusive of supervisors and managers	<ul style="list-style-type: none"> • Training should encompass : <ul style="list-style-type: none"> ➢ Out of the box reporting ➢ Customisable reports without development ➢ Development of non-standard reporting to meet our specific requirements ➢ Active real-time dashboards that is visual and easy to understand. • Training to be aligned, but not restricted to; as specified in the Functional Requirement Category: Reporting

13.8.4.1. Training

Training is aimed at enabling and empowering all impacted stakeholders across the City of Cape Town to be capable to execute new processes and systems that will be implemented.

For this tender, Training is applicable to the implementation of the IT Service Management project. Apart from the training requirements specifically documented and requested as part of the deliverables, the following must also be considered.

Although the City of Cape Town has training skills, the service provider must submit a response as if 100% of the work will be undertaken by it. The City of Cape Town reserves the right to replace some of these positions with skills already on site. However, the service provider will accept primary accountability for the delivery of the training scope.

The appropriate methodologies will be used to deploy the training function on the project. The service provider will be expected to align its training strategy and plan accordingly.

The service provider's training team will be expected to successfully execute the following:

- Conduct a training needs analysis that will measure the current skills and expertise of the impacted users;
- Deploy the training strategy and plan;
- Design the training curriculum and courses;
- Develop the training materials inclusive of facilitator and user manuals;
- Design quick reference guides and work aids to support users during the post go-live phase;
- Design and maintain the pre and post go-live training environments;
- Develop and manage training schedules and invitations;
- Ensure that end users are competent to use the new system;
- Manage and monitor training attendance and assessments;
- Manage the training logistics such as training schedules, training attendance registers, venue bookings and other training logistics;
- Ensure skills and knowledge transfer to City of Cape Town employees;
- Provide post go-live support to impacted users.

The training deliverables will include the following:

- Training needs analysis;
- Training plan;
- Skills and knowledge transfer plan;
- Training curriculums and courses;
- All training and performance support materials including facilitator guides, end user manuals and work aids;

In order to ensure the successful planning and execution of the training function, the service provider must provide an experienced, competent Training Subject Matter Expert as the training manager.

13.8.5. REQUIREMENTS FOR PROFESIONAL SERVICES FOR THE IT SERVICE MANAGEMENT SOLUTION

The following provide of the requirements and deliverables for professional services for the IT SERVICE MANAGEMENT Solution.

Refer to **Schedule E in Section (5) Price Schedule**

Certification must be valid at the time of tender closing and the individual must remain certified for the tenure of the contract.

No.	Function / Role	Experience level
1	Project Manager for ITSM	5+ years relevant experience
2	Senior Project Manager for ITSM	8+ years relevant experience
3	IT SERVICE MANAGEMENT Technical Architect for ITSM	5+ years relevant experience with ITILv3 Expert or ITILv4 Managing professional as a minimum.
4	Senior IT SERVICE MANAGEMENT Technical Architect for ITSM	8+ years relevant experience with with ITILv3 Expert or ITILv4 Managing professional as a minimum.
5	Service Level Management Specialist for ITSM	5+ years relevant experience with ITILv3 Foundation certification or ITILv4 Foundation certification ITIL certification as a minimum
6	Senior Service Level Management Specialist for ITSM	8+ years relevant experience with ITILv3 Foundation certification or ITILv4 Foundation certification ITIL certification as a minimum
7	Product Specialist for ITSM	5+ years relevant experience with ITILv3 or ITILv4 Foundation certification as a minimum
8	Senior Product Specialist for ITSM	8+ years relevant experience with ITILv3 or ITILv4 Foundation certification as a minimum
9	Report Writer for ITSM	5+ years relevant experience
10	Senior Report Writer for ITSM	8+ years relevant experience
11	Developer for ITSM	5+ years relevant experience
12	Senior Developer for ITSM	8+ years relevant experience
13	Business Analyst for ITSM	5+ years IT SERVICE MANAGEMENT experience with ITIL certification (atleast version 3 or 4)
14	Senior Business Analyst for ITSM	8+ years IT SERVICE MANAGEMENT experience with ITIL certification
15	Change Management Specialist for ITSM	8 years IT Service Management experience with a valid CM certification (eg APMG, PROSCI etc) from a recognized body

13.6. 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.

13.7. Infrastructure requirements

See current IS&T Architectural standards , attached as Appendix A

13.8 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

13.9 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

14. 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.

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

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

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