



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

GICT 01 -2023/24

TENDER DESCRIPTION:	TENDER TO PROVIDE, OPERATE AND MAINTAIN THE ICT CORPORATE SERVER AND STORAGE EQUIPMENT AND RELATED SERVICES FOR A PERIOD OF 3 YEARS
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE	15 February 2024
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Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: GROUP INFORMATION COMMUNICATION TECHNOLOGY

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
GICT 01 - 2023/24	Tender to provide, operate and maintain the ICT Corporate server and storage equipment and related services for a period of 3 years	GROUP INFORMATION COMMUNICATION TECHNOLOGY	Roger Hughes (rogerh@tshwane.gov.za or 012 358 4996)	N/A	15 February 2024 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal (www.etenders.gov.za).

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than 10:00 on 15 February 2024

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Roger Hughes (rogerh@tshwane.gov.za or 012 358 4996)
- Supply chain enquiries: Relebogile Malatswane (RelebogileM@tshwane.gov.za or 012 358 2735)

Bids will remain valid for a period of 90 days after the closing date.

The validity period for the tender after closure is 90 days. The city shall have right and power to extent any tender validity period beyond any initial validity period set and

subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder’s municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Johannesburg.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....
Signature **Signature** **Signature**

.....
Date **Date** **Date**

C. ONE-PERSON BUSINESS

I, the undersigned,, hereby confirm that I am the sole owner of the business trading as

.....
Signature **Date**

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at , Mr/Ms , whose signature appears below, has been duly authorised to sign all documents in connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

SHARED SERVICES: ICT DIVISION

TENDER TO PROVIDE, OPERATE AND MAINTAIN THE ICT CORPORATE SERVER AND STORAGE EQUIPMENT AND RELATED SERVICES FOR A PERIOD OF THREE (3) YEARS

BID NUMBER

(GICT 01 2023/24)

1. INTRODUCTION AND PURPOSE

The tender is aimed at providing the city with the necessary server and storage equipment and related services to ensure an appropriate platform for the hosting of systems as well as the protection of these systems and data is in place.

2. BACKGROUND

Provide the background detail of the bid, i.e.:

- **How was this bid / project identified?**
Project has been operational since inception of the city to ensure ICT services inclusive of mail, file, application and general hosting, SharePoint and Internet services are available. The services requested in this tender were provided on a tender (GICT 06/2018-19) that was awarded in December 2019.
- **The aim and objectives of the project:**
Project used to ensure an appropriate platform for all systems, application and database hosting and protection is available to the city. This includes all hardware, software and cloud services required for all aspects of ICT services.
- **The leading department must indicate the location of the project:**
This project will be driven by Shared Services: ICT Division. The applications and solutions thus obtained will be used council wide by all other departments in council and related stake holders. Main components of the project will be located in the Centurion Production and TDK DR datacentres of the city. Additional components are and will be deployed across the city in branch offices, the SITA hosting facility and in facilities belonging to cloud service providers to the City.
- **List all the stakeholders involved:**
The Executive Mayor, Office of the Speaker, Office of the City Manager, All Political Office Bearers, Chief Operating Officer, Chief Financial Officer, Group Head, Divisional Heads, Directors, Deputy Directors and all personnel below the level of DD.
- **Are there any permissions/approvals required? If so, by whom, including land owners:**
None – expect for the approval of the different SCM committees with the eventual approval to be granted by Council / Mayoral Committee.

- **Who will benefit directly and indirectly from this bid/project and how?**

All departments, application and database owners, users and the community in general. Benefit also for all service providers appointed in terms of the tender from a business / transacting perspective.

- **What control and monitoring measures are envisaged?**

The standard SCM and financial management measures will apply to all tenders and services provided to Council will be applicable.

- **Tender Sections / Parts:**

The tender consists of several inter-related parts that together will provide for full Server and Storage requirements with related hardware, software and services. These sections are:

- Part 1: Introduction and General Background information
- Part 2: General Specifications applicable to all parts of the tender
- Part 3: Supply, delivery, installation and implementation of ICT Server and Storage equipment (Page 23 – 32)
- Part 4: Extended maintenance and support for select existing equipment inclusive of server, storage and backup equipment (Page 33 – 39).
- Part 5: Supply and provisioning of required software and implementation / support services (Page.40 – 44)
- Part 6: Provision of Ad Hoc Maintenance and Support services (Page.45 – 49)
- Part 7: Provision of Ad Hoc Transport services (Page.50 – 51)
- Part 8: Provision of cloud hosting services (Page 52 – 58)
- Part 9: Service Level Agreement (SLA) applicable to this tender submission

- **Duration of the contract**

The successful bidder for GICT 01 2023/24 will be appointed for a period of 3 years (36 months). The duration should include access to all hardware, software as well as access to maintenance, hosting and support services. The same period is applicable to training of technical users.

Acquisition and implementation of tender items will continue throughout the 3 Years (36 Month) agreement.

Successful bidder shall be subjected to SCM annual review to ensure that the tendered prices are still in line with the market related prices and all savings generated by unit price decreases be passed along to Council.

- **Tender Publication Time**

To allow all vendors a fair chance to submit a tender that is to both the vendor and Council's advantage, the tender will be advertised for a full calendar month (30 Days)

3. PROJECT PURPOSE AND SCOPE

Purpose

The City of Tshwane (CoT) requires Information and Communication Technology (ICT) in almost every segment of its operations. This access is to be provided via tender and contract.

Bidders are invited to submit a proposal to the City of Tshwane (CoT) to provide such hardware, support and hosting services to ensure reliable functioning and sufficient capacity exist for all the CoT server and storage infrastructure and related services. Business continuity and the need to address the high risk of online application services necessitates implementation of updated equipment with potential for full disaster recovery and failover services. This needs to integrate and supplement the existing Backup and DR solution currently operational. The services entail the supply of hardware, software and services inclusive of extended maintenance and support on select existing equipment as well as a new and continuation of cloud hosting services. The purpose of this document is to:

- Provide the prospective Vendor/s with sufficient information to understand and respond to the requirements.
- Ensure that comparable information is obtained from Vendors.
- Provide a structured framework for the subsequent quantitative and qualitative evaluation of proposed solutions.

Scope

To provide and maintain the CoT with the necessary server, storage equipment and hosting services required to provide the environment suitable for hosting of the various applications and databases as well as the protection of the workloads. The document will have the following parts:

- Part 1: Introduction and General Background information
- Part 2: General Specifications applicable to all parts of the tender
- Part 3: Supply, delivery, installation and implementation of ICT Server and Storage equipment (Page 23 – 32)
- Part 4: Extended maintenance and support for select existing equipment inclusive of server, storage and backup equipment (Page 33 – 39).
- Part 5: Supply and provisioning of required software and implementation / support services (Page.40 – 44)
- Part 6: Provision of Ad Hoc Maintenance and Support services (Page.45 – 49)
- Part 7: Provision of Ad Hoc Transport services (Page.50 – 51)
- Part 8: Provision of cloud hosting services (Page 52 – 58) and
- Part 9: Service Level Agreement (SLA) applicable to this tender submission

Detail on requirements for each part including support skills, requirements and certification is indicated at the relevant portions of the tender.

4. DELIVERABLES

To provide new and maintain the existing hardware and software in the environment, and to enhance the current platform and services, including data protection and recovery services required. The document will have 9 parts:

- **Part 1: Introduction and General Background Information**
- **Part 2: General Specifications applicable to all parts of the tender:** Provides for general service-related specs that applies to all aspects of this tender.

- **Part 3: Supply, delivery, installation and implementation of ICT Server and Storage equipment:** This includes the Supply, Delivery, Implementation, Configuration and Maintenance of New Server and Storage Equipment and Services as and when required. Maintenance and support for a period of 3 years in to be included in the pricing. All equipment offered must comply with the technical specifications as provided for in this document. Vendors can submit equivalent and or similar products provided it is 100% conforming to the technical specification of that particular item and 100% compatible with existing equipment, operating system and hypervisors in use. Model numbers and technical specifications to be supplied. Any vendor submitting a bid, must have the highest possible partnership with the OEM of the proposed equipment.
- **Part 4: Provision of extended maintenance and support on existing equipment:** Access to extended maintenance and support as well as to components of items in use needs to be catered for in the proposals. Detail will be provided on the items for which this is required and is inclusive of server, storage and all backup / replication equipment.
- **Part 5: Supply and Provision of required software and implementation / support services**
- **Part 6: Provision of Ad Hoc Maintenance and Support Services**
- **Part 7: Provision of Ad Hoc Transport Services**
- **Part 8: Provision of cloud hosting services and**
- **Part 9: Service Level Agreement (SLA) applicable to various parts of this tender submission**

5. STAGES OF EVALUATION

The following tender will be evaluated according to the following stages:

- Stage 1: Administrative Compliance
- Stage 2: Mandatory Compliance
- Stage 3: Functionality Criteria
- Stage 4: Preference Point System

STAGE 1: ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the table below.

Compulsory Documentation (Submission of these are compulsory)	Returnable Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • A copy of their Tax Clearance Certificate (TCS); or • Indicate their tax compliance status PIN. 		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.

Compulsory Documentation (Submission of these are compulsory)	Returnable (YES or NO)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;			CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area			Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councilor confirming they are residing in that area			Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The			All documents fully completed (i.e. no blank

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>Failure to declare interest will result in a disqualification</u></p>		<p>spaces). All documents fully signed off. Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required. Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above, will be considered).</p>
<p>f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f)</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant?</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>

STAGE 2: MANDATORY REQUIREMENTS

Mandatory Requirements

- Proof of Professional Liability and Public Indemnity Insurance to the value of R5m

All bidders must comply with the mandatory requirements as described hereunder in order to be considered for subsequent evaluation stages. All mandatory requirements must be satisfied to avoid disqualification. Failure to meet these requirements will lead to disqualification. Please note the additional mandatory requirements applicable specifically to the cloud hosting services

Mandatory Requirements	Comply Yes / No
References letters from at least three (3) companies for similar contracts / service agreements to indicate quality of service is to be attached to the bid.	
Company Certifications from the OEM / supplier related to hardware to be purchased and implemented, indicating approval for the implementation and configuration.	
Certifications for staff providing support services, from the server and storage OEM / supplier related to hardware to be supported and maintained. Certification for at least 2 persons required for each area.	
Certification required from software supplier indicating bidder is certified and staff qualified to implement / provide support on each software product – e.g. Veeam, VMWare certification. Certification for at least 2 persons required for each area.	

The non-attachment of the required certification will result in the bid being deemed to be “non-responsive” and will not be considered for further evaluation.

Bidders will be evaluated for their technical ability to perform and execute the scope of work as required. The information and questions stated above are meant to provide clarity to bidders and to CoT on whether or not the bidder is adequately able to provide the services requested. It should be noted that:

- (i) any “No” answer or any “yes” answer that is not supported by any reference (substantive evidence) will result in disqualification of the bid
- (ii) lack of completion of the reference column will render the bidder non-responsive and therefore unable to proceed to the next evaluation stages

STAGE 3: FUNCTIONALITY CRITERIA

Bidders complying with ALL the requirements on the previous stages of evaluation will be evaluated on the Functionality Evaluation Criteria as set below. Bidders must score 70 points or more out of a total 100 points allocated for Functionality Criteria. Bidders that score less than 70 points will be disqualified and will not be evaluated further.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
<p>Bidder's previous performance and experience in similar sized environment.</p> <p>Bidders to provide references on work successfully completed. These references must specifically state the periods of experience and whether the person supplying the reference were satisfied with the work completed.</p> <p>All references must be on the letterhead of the company supplying the reference.</p>	<p>3 x Services of similar projects (hardware and hosting on premise and in cloud; with Azure environment; with VMWare and Hyper-V platform; with Veeam as protection solution) for a period of 5 years or more</p>	5	5	25
	<p>2 x Services of similar projects (hardware and hosting on premise and in cloud; with Azure environment; with VMWare and Hyper-V platform; with Veeam as protection solution) for a period of 5 years or more</p>	3		
	<p>1 x Services of similar projects (hardware and hosting on premise and in cloud; with Azure environment; with VMWare and Hyper-V platform; with Veeam as protection solution) for a period of 5 years or more</p>	1		
<p>Company key personnel experience. The Service Provider must provide proof of its personnel's experience level on similar size environment as Council has deployed. Personnel certification for proposed OEM and Service Support. This will apply to the existing equipment base deployed as well as all new equipment and services deployed / required.</p> <p>Professional Teams: Project Manager, Principal or Senior Storage Engineer and Storage Engineer</p> <p>Attach curricula vitae and certification of professional</p>	<p>Project Manager or coordinator: 3 years or more experience</p>	3	5	15
	<p>OEM Certification as storage engineer on proposed storage platform. 3 Years or more experience required</p>	3	5	15
	<p>OEM Certification as server engineer on proposed storage platform. 3 Years or more experience required</p>	3	5	15
	<p><i>System Centre / Intune MS 365 Certified Enterprise Administrator:</i> Expert - 3, Associate - 2, Fundamentals -1</p>	3	5	15

team members that will provide support to the City.	SQL Certification Microsoft Certified Solutions Expert (MCSE) - 3 Microsoft Certified Solutions Associate (MCSA) - 2 Microsoft Technology Associate (MTA) - 1	3	5	15
HIGHEST POSSIBLE SCORE				100

STAGE 4: PREFERENCE POINT SYSTEM

The preferential points to be used is the 90/10 preference points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

90 points for price
10 points for specific goals

- **Bidders are required to submit supporting documents for their bids to claim the specific goal points.**
- **Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 for price only and zero (0) points out of 10 for specific goals.**
- Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 4 Points • 3.5 Points • 3 Points • 2.5 Points • 2 Points • 1.5 Points • 1 Point • 0.5 Points • 0 Points 	Valid Certified copy of BBEE certificate. Sworn Affidavit for BB-BEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate.
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
		proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

6. SUBCONTRACTING/ALLOCATION SPLITTING OF DIFFERENT PARTS OF THE TENDER

6.1 Subcontracting

- Bidders must submit proof of subcontracting agreement, between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main bidders and the subcontractor.
- Main contractors / suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
- The main contractor is also responsible therefore that the proposed subcontractor is fully able to do the work said subcontractor is appointed for. This includes accreditation and certifications to interact with systems in the environment.

6.2 Splitting the tender into various parts to award to different service providers/vendors

- Council reserves the right to allocate any part of the tender to any service provider, and reserves the right to award the tender to more than one service provider.
- Council has the mandate to award as it deems fit based on the SCM evaluation process that will be carried out. The decision to split the tender up and award it in this way will be at Council's discretion and will be final.

7. TYPE OF AGREEMENT REQUIRED

All ICT tenders, as with this tender has a SLA provided for in the tender. This is provided for in Part 9 of the tender wherein a service relevant SLA per section of the tender is required. As this tender consists of several aspects, please confirm the appropriate SLA for the area.

8. VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

CoT shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

9. MATERIAL NUMBER

The material and equipment to be acquired on this tender will be as per the attached pricing schedules.

10. PRICING SCHEDULE

The material, services and equipment to be acquired on this tender will be as per the attached pricing schedules under various parts below.

11. MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified for being non-responsive.

On confirmation by the bidder, a formal contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

13. DRAFT SERVICE LEVEL AGREEMENTS

The draft SLA per section of this tender is provided for in Part 9 of the Tender Specifications. Specification to be accompanied by draft service level agreements, as is provided for in the tender documents and eventual service providers submissions to Council.

Part 2: General Specifications applicable to all parts of the tender

Part 2: GENERAL SPECIFICATIONS

2.1 Applicability

General specifications are applicable to all the parts of the Tender.

2.2 Compatibility

Server, storage equipment and hosting platforms and features must be hundred percent (100%) compatible with the existing environment, operating system, software inclusive of the Veeam solution and VMWare and Hyper-V hypervisors. The tenderer should include the installation material wherever required. All essential items including cables (inclusive of power & stacking cables), connectors, cage nuts, etc. needed for the smooth operation of the equipment shall be assumed to have been included in the quoted price/items if these have not been quoted separately.

2.3. Projects and Maintenance Services

2.3.1 New Equipment and Services

In the main, the tender is about provision of hardware and services to the city, refreshing and supporting the current server and storage environment. The procured equipment and all components shall be delivered, installed, configured and commissioned at the various sites as per the price list (bill of quantities) as and when required. Although cabling and associated cabinets are not part of this contract, the connecting fiber leads shall be supplied and installed by the successful contractor along with the equipment.

The contractor shall also patch the equipment to the fabric network and do configuration and zoning to select storage platforms. Storage will be assigned to hardware nodes to confirm accuracy. Completion certificates including all asset detail and configuration is to be completed as part of installation.

Cloud hosting again forms part of the tender. These services need to supplement and integrate with the on-premises services as well as hosting services on other CSP platforms, including Azure.

2.3.2 Maintenance

The successful Tenderer must ensure that at least 3 years maintenance and support is acquired as part of the acquisition. This maintenance and support is provided by the OEM and detail is to be provided on the terms and conditions of the agreement. The agreement needs to provide all detail related to faulty equipment delivered to site, repair of equipment under maintenance and support and details including date and cost involved in acquiring extended maintenance and support on the equipment.

Please see the section related to Ad Hoc Services for all services required on existing hardware and software platforms.

All newly purchased or replacement equipment needs to be delivered to Dam Stores in Centurion or an alternative location provided by the CoT, where the equipment will be asset tagged and confirmed to meet CoT's MFMA requirements with regards to delivery and payment issues, including all relevant insurances.

In many cases delivery will be to the datacenters due to the weight and size of the of the hardware to be installed, configured and commissioned. All cost related to delivery to the datacenters and final site must be included in the costing.

2.4. Overview Of Current CoT Server, Storage and Hosting Environment

Solutions proposed need be able to fully integrate to the current environment and support the same level of functionality and seamless integration of all functions and features. It will be the sole responsibility of the Service Provider to ensure functionality.

2.4.1 Server equipment

The CoT server environment is made up by standalone and chassis-based servers from several vendors. The intention is to minimise the variety to ensure ease of operations and support – inclusive of firmware and all other management functions and features. Tier 1 solutions that will ensure ability to handle upgrades and support new releases of operating system and applications from Microsoft and VMWare will allow seamless integration and migrations.

As indicated equipment is to be connected to network and storage in the applicable datacenter, excepting for select standalone equipment that will be deployed to branch offices and suitable locations throughout the city for domain controllers, software distribution points and management functions. In most cases fiber optic connectivity is preferred, with copper cabling, Cat5e, Copper 10 and 6 and wireless links used as required.

Any solution proposed by the service provider should be able to serve as platform for existing components to be migrated and upgraded to.

2.4.2 Storage equipment

CoT currently utilizes a range of storage products which includes Brocade fabric, IBM XIV storage, several Lenovo DS systems, Huawei OceanStor and Dorado flash storage units. The same quality / standard of equipment needs to be provided. Any solutions submitted as part of this tender must be able to integrate and provide expansion to this platform. The same features and functionality must be maintained / provided by any solution proposed by the vendors as a unified management solution.

Solutions and items provided need to cater for integration with the Veeam Backup and Replication solution for all backup and replication requirements. Compression, deduplication and features to further protected against ransomware and other threats as a storage layer anti-ransomware solution would be beneficial. All software and management requirements to be indicated and catered for in the responses.

2.4.3 Management Platform

The CoT has implemented Microsoft System Centre to manage and monitor the environment. VeeamOne provides insight into capacity, usage, issues, problems and growth. As indicated, all equipment provided needs to accomodated and integrate with these platforms.

2.5 Technical Support Staff And Skills

2.5.1 General

2.5.1.1 Skill Requirements

Only certified professionals, with certification from the proposed OEM, are allowed to provide services on server and storage equipment as well as hosted solutions.

Proof of certifications must be submitted along with the bid, failure to adhere to this will lead to disqualification. All identified/nominated resources as listed below that will provide services on Councils premises and be available to the Council Contract Manager, being the relevant Deputy Directors responsible for the deployment and management of this infrastructure need to be certified. If such proof cannot be supplied, the bid shall be disqualified. The following summarized technical profile must be attached along with certification:

Name And Surname	
Date of Appointment	
Certifications	
Qualifications	
Experience	
Duration Working for Company	
Designation	
Nature Of Work	

If CoT deems it necessary, it will request a replacement resource if any resource is not performing according to expectations.

2.5.1.2 Working Hours and Availability

Working hours for Tshwane is from 7:30 to 16:00. All professionals and the project manager need to be onsite during office hours. In this regard also refer to the SLA. Suitable office space will be provided by Tshwane. As some projects/programs can influence the availability of major core switches, such projects/programs can only be done after hours. Prices must therefore include for the overtime requirements, not only for the implementation of the project but also should maintenance issues arise.

Where personnel need to take annual leave or training courses, suitable back-up arrangements must be made to ensure continuity of services. The replacement resource must still be available on site.

2.5.1.3 Reporting Levels and Communication Protocol

The following applies:

- All resources and project managers to report directly to the CoT Deputy Director responsible for the Server and Storage services and/or their appointed representative.
- All resources and project managers will adhere to all requests and ad hoc tasks issued to them.

- Project managers \ installation and maintenance teams and all other onsite resources of the contractor to interact with project managers of the CoT.
- All reports on SLA issues to be reported directly to the Deputy Director or approved representative.
- All Departmental requests for equipment and services to be referred to the applicable CoT Deputy Director (or approved representative), as body responsible for all related projects.
- All personnel to adhere to the communication protocol. The communication protocol is via the appointed CoT Director responsible for Infrastructure services. All requests for hardware or services will be via this office. Under no circumstances shall a contractor give feedback to any director but the CoT Director responsible for Infrastructure (or appointed representative). Contractors shall not set up / attend meetings with other directors or represent ICT in any form or meeting unless express permission was granted and shall adhere to CoT procedures at all times.

2.5.1.4 ITIL and Change Control

All activities need to be planned and executed as per ITIL practices. The existing CoT forms can be utilized, or modified if the need dictates.

No work will be carried out on the environment unless a Change Control was submitted by the successful contractor to ICT. Request for changes must be accompanied by an impact study and the necessary change control as to not result in unnecessary Maintenance calls. Due notification/communication to users will in some cases be necessary.

In a project setup, communications must be via the project managers. If however, the project managers and team cannot agree, both parties can escalate the matter to ICT Management for final decision.

2.5.1.5 Meetings and Presentations

The contractor will be required to schedule and minute a monthly meeting with the CoT. The following must be standing discussion points:

- Reporting on complaints i.e. complaints received and scheduling information etc
- Reporting on status of projects

The contractor may also be required to attend Ad Hoc meetings as and when required (for example project meeting with the client CoT). From time-to-time, the contractor will be required to either present or prepare a presentation for Top Management.

2.5.1.6 Reporting and Documentation

The following documentation is a requirement:

- Monthly reports reporting on programs, projects and maintenance for server and storage environment.
- Weekly maintenance feedback reports
 - o Inclusive of all historical complaints
 - o Statistics on calls completed within SLA, out of SLA, not completed (and reasons for not completing)

- Need to supply Business Case(s) on request – normally two weeks will be given to compile Business Cases.
- Weekly progress schedules.
- Update all server and storage related architecture for example hardware diagram
- Technical Architectural Specifications
- Functional Specifications
- Presentations
- Quotes
- Project Plan (+associated project manager) for every project
- Minutes of meetings
- All related documentation that might be listed in this Tender
- Sniff report to be handed in after every sniff request
- Any ad hoc documentation as required from time-to-time.

The CoT does have a service desk, but it remains the responsibility of the contractor to collect the necessary data with regards to maintenance calls and projects. Also note that all calls and projects must be logged at the CoT service desk.

2.5.2 Required Skill Set

2.5.2.1 Certified Server Hardware and Software Specialists

Deployment of new hardware and software

The successful hardware provider will be required to provide staff on site for implementation, installation and deployment of purchased hardware and software. The certified professionals must have the highest possible certification from the proposed OEM /OEM's – with good skills and understanding of similar products from alternate vendors as the current platform. This includes Lenovo, Huawei, Dell and HPE equipment on hardware and Microsoft, VMWare and Veeam on the software side.

Cost for the service is to be catered for as part of the scope and price for the acquisition of the hardware and software.

2.5.3 Additional Requirements

2.5.3.3 Transport Service

New equipment must be delivered to the ICT store for asset tagging. The contractor must therefore provide a transport service inclusive of the necessary insurance, to transport the equipment to the ICT store and then to site after it was asset tagged.

The same transport service must be used to deliver faulty, end-of-life, old and redundant equipment to the Auction Yard, inclusive of the necessary insurance. Official disposal of asset procedures must be adhered to.

2.6 Pricing and Pricing Schedules

2.6.1 Invitation

Please note that this is a mere invitation to do business and under no circumstances whatsoever shall it be construed as an “offer” giving rise to any contractual obligations on the part of the CoT. The City of Tshwane shall not be bound to accept the proposal submitted by the contractor and reserves the right to accept the whole or part of the said proposal. The CoT further reserves the right to negotiate and/or renegotiate, whichever is applicable, the terms and conditions and quantities of the proposal.

2.6.2 Total Cost of Ownership [TCO]

A Price proposal is required to be prepared as part of the response. The CoT procurement initiatives are centered on the TCO approach and want vendors to take cognizance of this and assist the CoT in driving down the total cost by considering all the cost drivers making up the component cost.

2.6.3 Pricing Schedules

The cost proposal must be submitted in writing on the schedule within this document. A spreadsheet format will be made available electronically and bidders must complete (but not change) the schedule electronically. If the price on the electronic schedule differs from the handwritten/typed schedule, then the price of the hand/typed written schedule will take precedence and the electronic schedule will be changed accordingly. The electronic schedule is required to assist the Tender Evaluation Team.

2.6.4 Inclusion of All Costs

The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper execution of the contract and to have included in his rates and prices all costs related to the supplies.

The prices quoted / tendered must include for handling, packing, loading, transport, delivery, off-loading, transit, shipping, checking, travel, accommodation, subsistence, installation, configuration, commissioning, insurance, administrative costs (such as documents and manuals required), execution, supervision, furnishing of tools required for assembly, extraordinary and/or any other cost.

In other words, the CoT will not entertain any claims for additional costs. Price must include for all requirements as stipulated in this document.

2.6.5 Submission of Quote

All costs incurred in the submission of the quote shall be for the account of the vendor, whether such quote is successful or not.

2.6.6 Quantities

CoT reserves the right to reduce or increase the quantities (again note that the quantities provided is only for evaluation purposes and NOT for ordering purposes) of items without any change in unit cost.

2.6.7 Delivery Penalty Clause

If supplier fails to deliver any or all of the goods within the period specified in the contract, CoT shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the value of the delayed goods per week of delay until actual delivery up to a maximum deduction of 10 % of the contract sum. Once the maximum is reached, CoT may consider the termination of the contract. Notwithstanding the above, CoT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part:

- if the supplier fails to deliver any or all the goods within the period specified in the contract or within any extension thereof granted by CoT;
- or if the supplier fails to perform any other obligation(s) under the contract.

2.6.8 Quote All Items

The bidder should quote / tender on all the items as listed in the attached Item Price List. No omissions will be accepted as it will seriously compromise the evaluation process as the total quoted price per Service Provider will then not be equitable to one another. Incomplete quotations not providing all item prices are grounds for summary dismissal with no recourse from the SP to contest or later provide outstanding item prices.

2.6.9 License Fees

All License Fees for all software deployed on this contract must be included in the contract price. This implies free full version upgrades for the contractual- and warranty period. All software bought as part of this contract, remains the property of the CoT. Should CoT decide not to renew license fees, CoT will be authorised to continue using the fully functional version at no additional cost. No annual license fees will be entertained as part of this tender.

2.6.10 Power/Stacking / Fiber Cords

To be included in the price of the main switch/equipment.

2.6.11 Firmware or Software Updates

All Firmware / OS software updates for all components – servers, switches, power supplies, storage units etc. deployed on this contract must be included in the contract price. This implies free full version upgrades for the contractual- and warranty period. All firmware / software OS procured or installed as part of this contract, remains the property of the CoT. No annual license fees will be entertained as part of this tender.

2.7 Training

2.7.1 Training ICT personnel: Within the tender the successful contractor should provide on-site training for ICT personnel in order that they can operate the equipment supplied. The contractor will be responsible for the training facilitator if not the on-site specialist. Training can be done on the acquired equipment.

2.8 General Conditions

2.8.1 **Authorised Representative:** The bidder must be a reputed manufacturer, or his authorized representative of the product offered. In case of representative, the authority from the manufacturer/distributor must be submitted. The bids received without authority are liable to be rejected.

2.8.2 **Language:** The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure which is English.

2.8.3 **Ethics:** Any attempt of negotiation direct or indirect on the part of the tender with the authority to whom he has submitted the tender or authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to be excluded from consideration.

Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. The Contractor shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. The Contractor may not commit the Contracting Authority in any way without its prior written consent.

For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

2.8.4 **Confidentiality:** The information contained in this RFP document or provided by management or staff of The City of Tshwane, is solely for the purpose of providing Vendors with information on which to submit their proposals. It is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged information and material. Any review, retransmission, dissemination or other use of, or taking of any action, in reliance upon this information by persons or entities other than the intended recipient, is prohibited. Recipients of this document shall respect the confidentiality of the information contained herein together with any other information obtained during the course of the RFP process.

The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All information, reports and documents drawn up or received by the Contractor shall be confidential. The contractor shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing from CoT. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of CoT shall be final.

2.8.5 **Laws and Regulations:** The Contractor shall respect and abide by all laws and regulations in force in South Africa and the by-laws and regulations of CoT and shall ensure that his/her personnel, their dependent's, and his/her local employees also respect and abide by all such

laws and regulations. The Contractor shall indemnify CoT against any claims and proceedings arising from any infringement by the Contractor, his/her employees and their dependents of such laws and regulations.

The successful tenderer will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended. Further information in this regard may be obtained from the Occupational Health and Safety, @ telephone number (012) 358-0069.

2.8.6 Extension of Period of Implementation: The Contractor may request an extension to the period of implementation if his implementation of the contract is delayed, or expected to be delayed, for any of the following reasons:

- a) Extra or additional supplies ordered by CoT
- b) Exceptional weather conditions which may affect installation of the supplies.
- c) Physical obstructions or conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by a competent contractor.
- d) Failure of the CoT to fulfil its obligations under the contract.
- e) Any suspension of the delivery and/or installation of the supplies which is not due to the Contractor's default.
- f) Force majeure.
- g) Any other causes referred to in these General Conditions which are not due to the Contractor's default.

Within 15 days of realizing that a delay might occur, the Contractor shall notify the Project Manager of his intention to make a request for extension of the period of implementation to which he considers himself entitled and, save where otherwise agreed between the Contractor and the Project Manager, within 30 days provide the Project Manager with comprehensive details so that the request can be examined.

The Project Manager will submit the written request for approval and within 30 days CoT shall, by written notice to the Contractor after due consultation with the necessary authority and, where appropriate, the Contractor, grant such extension of the period of implementation as may be justified, either prospectively or retrospectively, or inform the Contractor that such extension was not granted.

2.8.7 Projects and or Variation Orders: Variations may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, method of shipment or packing, place of delivery, and in timing of implementation of the supplies.

Variation Orders will be given in writing on an official letterhead of the CIO (Chief Information Officer). No variation shall be made orally. Prior to issuing an administrative order for a variation, the Project Manager shall notify the Contractor of the nature and form of that variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Project Manager a proposal containing:

- a description of the tasks, if any, to be performed or the measures to be taken and an implementation programme.
- any necessary modifications to the implementation programme or to any of the Contractor's obligations under the contract.

- any adjustment to the contract price

Following the receipt of the Contractor's submission, the Project Manager shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out. If the Project Manager decides that the variation is to be carried out, he shall issue an administrative order stating that the variation is to be made at the prices and under the conditions given in the Contractor's submission.

2.8.8 Trademark: In certain instances, where a reference has been made to a specific make or source, process, trademark, patent or product type, the reference is made only to describe a type of product classification (and all of its equivalents) for which no universally approved industry standard, benchmark or other sufficiently detailed or intelligible description is available at the time of the issuance of the procurement notice. In any and all such instances, the tendering party and the Contracting Authority shall interpret such a description as inclusive of any equivalent (or better) and the Contracting Authority shall accept for evaluation and procurement purposes as "compatible" any specification which is equivalent or better, irrespective of the actual nomenclature used by the tendering party.

2.9 Passwords

Specialists / technicians will be required to use unique usernames and passwords on the equipment to effectively track any changes implemented. Any outgoing Service Provider must make provision that this be provided to Council to allow for service continuity or cleanup.

2.10 Non-Disclosure Agreement

The contractor will be required to sign the CoT Non-Disclosure Agreement when appointed.

PART 3: SUPPLY, DELIVERY, INSTALLATION AND IMPLEMENTATION OF ICT SERVER AND STORAGE EQUIPMENT

Part 3: SUPPLY, DELIVERY, INSTALLATION AND IMPLEMENTATION OF ICT SERVER AND STORAGE EQUIPMENT

3. NEW EQUIPMENT

Equipment required includes several classes of server and storage units. Details provided below. Please note that the pricing schedule calls for pricing for the first of the three-year period. CPIX based increase can be requested on qualifying items and components for consideration together with exchange rate fluctuations, for the second- and third-year pricing.

3.1 Servers and Components (Rack mounted Servers)

Integration into existing server environment from a management, maintenance and updating perspective is required. This includes management of firmware. Footprint for management and maintenance should be economic with minimum impact of usable resource. Preferred solution should provide for high percentage of the infrastructure for hosting services, and low requirement for management. Equipment provided needs to cater for Windows Hyper-V and VMWare platform hosting.

Please note that all components should be available for purchase as a separate item, not only as part of the configuration.

7.1.1 Entry-level 1-socket server – with hot swap components

Master Material 3031010

No.	Specification	Quantity	Unit Price Ex VAT	Total price Ex VAT (quantity x Unit price)
1	2 nd Generation Intel Xeon Platinum Processor 150W – 26 cores	1		
2	512GB TruDDR4 Intel Optane DC Persistent Memory (Option)	1		
3	1TB TruDDR4 Intel Optane DC Persistent Memory (Option)	1		
4	3 PCIe Expansion slots	3		
5	24TB 2.5-inch SAS/SATA storage (Option)	1		
6	76TB 2.5-inch SSD storage (Option)	1		
7	2x GbE standard; LOM interface standard	2		
8	2x GbE standard; 1x GbE dedicated management standard	2		
9	Redundant hot swap power to match configuration	2		
10	Kit to rack mount, remote management software included	1		
11	ASHRAE A4 support,	1		
12	Full management and remote access license and software included in cost	1		
13	Additional Cost for system implementation on hardware, if applicable	1		
14	3 Year Onsite Repair 24x7 4 Hour Response	1		
Subtotal excluding VAT to be transferred to the Summary Schedule				

7.1.2 Entry-level 2-socket server

Master Material **3031011**

No.	Specification	Quantity	Unit Price Ex VAT	Total price Ex VAT (quantity x Unit price)
1	2x 3 rd Generation Intel Xeon Processor 270W – 40 Cores per CPU	1		
2	16x 256GB 3DS RDIMMs (option)	1		
3	32x 256GB 3DS RDIMMs (option)	1		
4	16x Intel Optane Persistent Memory 200 Series (option)	1		
5	At least 4x PCIe 4.0 slots	1		
6	At least 6x single-width GPU's / 2x double-width	1		
7	On-board LOM adaptor	3		
8	2x M.2 boot drives, 16x NVMe drives – at least 2TB (option)	1		
9	2x M.2 boot drives, 32x NVMe drives – at least 2TB (option)	1		
10	Intel 2x GbE standard, ML2 optional	1		
11	Redundant Power Supply applicable to configuration	2		
12	ASHRAE A4 support,	1		
13	Full management and remote access license and software included in cost	1		
14	Additional Cost for system implementation on hardware, if applicable	1		
15	3 Year Onsite Repair 24x7 4 Hour Response	1		
Subtotal excluding VAT to be transferred to the Summary Schedule				

7.1.3 Hyperconverged Infrastructure – all flash preferred

Propose solution and pricing for a 2 and 3-node cluster as specified or similar:

Master Material **3031012**

No.	Specification	Quantity	Unit Price Ex VAT	Total price Ex VAT (quantity x Unit price)
1	2 x 3 rd Generation Intel Xeon Scalable processors, 40 cores and better	1		
2	32x 128GB DIMMS at 3200MHz (Option)	1		
3	2TB Intel Optane 200 (option)	3		
4	4TB Intel Optane 200 (option)	2		
5	At least 2 x quad 10gbE	2		
6	At least 2 x Emulex 16gb/32gb hba (option)	2		
7	16x 2TB NVMe and larger (option)	1		
8	32x 2TB NVMe and larger (option)	1		
9	Support multiple disk groups	1		
10	40TB and larger 2.5" SAS/SATA (option)	1		
11	Redundant Power Supply / cooling to support solution	2		
12	Kit to rack mount	1		
13	Additional Cost for system implementation on hardware, if applicable	1		
14	3 Year Onsite Repair 24x7 4 Hour Response	1		
15	Software license required - / VMWare	1		
16	Full management and remote access license and software included in cost	1		
Subtotal excluding VAT to be transferred to the Summary Schedule				

7.1.4 Server Chassis – functional configuration required

Master Material **3031013**

No.	Specification	Quantity	Unit Price Ex VAT	Total price Ex VAT (quantity x Unit price)
1	Enterprise Chassis with Redundant AC PSU, Rackable	1		
2	10Gb Scalable Switch or better – fully populated	2		
3	24-port 16Gb SAN Switch or better – fully populated	2		
4	Redundant Chassis Management Modules	1		
7	Redundant Enterprise Chassis Fan Module	4		
8	Power and network cables for full installation	1		
9	Full management and remote access license and software included in cost	1		
10	3 Year Onsite Repair 24x7 4 Hour Response	1		
11	Implementation cost (per chassis)	1		
Subtotal excluding VAT to be transferred to the Summary Schedule				

7.1.5 Server Nodes – 2 Processor (half-width)

Master Material **3031014**

No.	Specification	Quantity	Unit Price Ex VAT	Total price Ex VAT (quantity x Unit price)
1	2x 3 rd Generation Intel Xeon Scalable processors (205W)	1		
2	1TB memory 128GB DIMMs (option)	1		
3	1TB Intel Optane Persistent Memory 200 Series (option)	1		
4	2x PCIe expansion slots – Ethernet / FC	2		
5	At least 2x M.2 NVMe boot drives (raid support)	2		
6	4-Port 10GbE or better	1		
7	Full management and remote access license and software included in cost	1		
8	3 Year Onsite Repair 24x7 4 Hour Response	1		
9	Implementation cost per server in chassis	1		
Subtotal excluding VAT to be transferred to the Summary Schedule				

7.1.6 Server Nodes – 4 Processor

Master Material 3031015

No.	Specification	Quantity	Unit Price Ex VAT	Total price Ex VAT (quantity x Unit price)
1	4x Intel Xeon Platinum (165W or better)	1		
2	2TB memory – TruDDR4 (option)	1		
3	4TB memory – TruDDR4 (option)	1		
4	4x PCIe	1		
5	At least 2x M.2 NVMe boot drives (raid support)	2		
6	4-Port 10GbE or better	1		
7	Full management and remote access license and software included in cost	1		
8	3 Year Onsite Repair 24x7 4 Hour Response	1		
9	Implementation cost per server in chassis	1		
Subtotal excluding VAT to be transferred to the Summary Schedule				

7.1.7 Server Nodes – Dispatch System

Master Material 3031016

No.	Specification	Quantity	Unit Price Ex VAT	Total price Ex VAT (quantity x Unit price)
1	Medium Scale Server (2*4210R CPU,2*32GB DIMM,4*960GB SAS,SR430C-M,4*GE Electrical + 2*10GE Electrical,2*550W AC Power)	1		
2	Large Scale Server (2*6230 CPU,4*32GB DIMM,5*1920GB SAS,SR430C-M,4*GE Electrical+2*10GE Optical,2*900W AC Power)	1		
3	Recording Server (2*4210R CPU,2*32GB DIMM,2*960GB SAS+7*8000GB SATA, SR430C-M,4*GE Electrical+2*10GE Electrical,2*550W AC Power,DVD)	1		
4	Narrowband Trunking Interconnection Server	1		
5	General Dispatching System Software Package	1		
6	User Access Software (per 100 user)	1		
7	Group Access Software (per 1 group)	1		
8	Dispatcher Console (per 1 dispatcher)	1		
9	Smart Body Camera	1		
10	Docking Station	1		
11	Vehicle-mounted Trunking Terminal	1		
12	Intelligent Large-Screen Handheld Trunking Terminal	1		
13	3 Year Onsite Repair 24x7 4 Hour Response	1		
14	Implementation cost per server	1		
Subtotal excluding VAT to be transferred to the Summary Schedule				

7.2 Storage Units and Components

The requirement is for a storage system for Production, DR as well as for a backup disk solution. The storage system needs to provide enterprise-class performance, reliability and functionality with exceptional management simplicity and data economics. Flash solution required for Production as well as backup workloads. Functionality needs to include:

PRODUCTION / DR

- At least 1PB usable per unit with at least dual controllers for HA, scalable to 8 and above.
- Built-in resilience with fast rebuild / reconstruct of data
- The storage system to operate in symmetric active/active mode with load balancing
- Redundancy: Full active-active N+1 redundancy of all key components—disk, modules, switches, host connectivity and uninterrupted power supply (UPS) units; hot-swappable
- High availability and disaster recovery: Asynchronous mirroring; synchronous mirroring including offline initialization; cater for three-site mirroring with concurrent, synchronized copies of data
- Encryption: Data-at-rest encryption; self-encrypting hard drives (SEDs); non-disruptive hot-encryption in minutes
- Smart maintenance and hot upgrades: Live maintenance to avoid downtime planning; non-disruptive software upgrades; disk/module maintenance when data is fully redundant; non-disruptive addition of new capacity and processors
- Proposed all flash storage to have at least have 2 controllers for high-availability and support scalability to 16 controllers. The total cache capacity in the system is greater than or equal to 1TB.
- The controller cache to provide power-off protection, to protect cache loss / corruption during power outage.
- Supports up to RAID 5, RAID 6, and RAID-TP or better.
- Full Snapshots support – without performance degradation during snap. System latency stays shorter than 1 ms with snapshot enabled. The system to cater for several snapshots per minute, for continuous data protection.
- Monitors the lifespan and displays the wear level and estimated remaining service life of each SSD.
- Analyzes the health status of system devices, hardware, configuration, capacity, and performance, and scores devices based on risks, with options / solutions for customers to proactively prevent risks.
- Based on the load, IOPS, bandwidth, and latency, the service cycle is displayed in a heat map by day, week, and month, guiding customers to select a proper time window to implement service changes.
- Support full-series end-to-end NVMe architecture.
- Provide 24*32Gb FC ports and 24*10Gb ports.

BACKUP STORAGE

- Backup Storage Capacity with minimum 500TB usable.
- Option to extend with 50TB and larger.
- Nodes and controllers work in active-active mode, balancing service loads among all controllers, with option to increase number of controllers.
- Total cache capacity greater than or equal to 512 GB, and the cache capacity of any controller is greater than or equal to 256 GB for performance.
- Front-end host ports support 8/16/32 Gbit/s Fibre Channel, 10GE, 25GE, 40GE, 100GE. SMB 2.0 and SMB 3.0 failover functions are supported, ensuring service continuity in the event of controller failure.
- Up to RAID 6 and RAID-TP supported, tolerating simultaneous failure of three disks and provide fast rebuilds.
- Deduplication and compression support.
- Supports hot swap of SSDs, power modules, and interfaces.
- Supports mainstream backup software, inclusive of Veeam.
- All flash system with fast recovery from ransomware attack beneficial and preferred.
- The maximum physical bandwidth of each node at least 33 TB/hour and
- Secure snapshot technology.

7.2.1 Storage system

To comply with requirements above. Intention will be for at least Production, DR and multiple units for backup protection.

7.2.1 Storage Units

Master Material 3031016

No.	Specification	Quantity	Unit Price Ex VAT	Total price Ex VAT (quantity x Unit price)
S1	Prod (1 x 1PB)	1		
S2	DR (1 x 1PB)	1		
S3	Backup (1 x 500TB)	1		
S4	Backup (2 x 500TB)	1		
	<i>Installation requirement, cabling and software components and specifications for each to be included (please list below)</i>			
Subtotal excluding VAT to be transferred to the Summary Schedule				

7.2.2 Storage Switching

BROCADE FIBRE CHANNEL SWITCHES

and

ETHERNET STORAGE NETWORK SWITCHES

- 10/25GE switching capacity
- Redundant Power supplies and fan modules.
- A minimum of 8*100G interfaces and 48*25GE interfaces.
- Compatible with 48*50GE interfaces and 8*200GE interfaces.
- Support inter-chassis link aggregation M-LAG technology.
- Support for RIP, OSPF, IS-IS, BGP, OSPFv3, IS-ISv6, BGP4+, VXLAN and BGP EVPN.
- Supports for NetStream.
- Supports real time device data / telemetry technology.
- Supports intelligent TCP/UDP traffic analysis.
- Supports adaptive adjustment of ECN parameters, PFC storm/deadlock detection, and deadlock prevention.
- The switch supports iNoF(NVME over Fabric) in storage Networking.

No.	Specification	Quantity	Unit Price Ex VAT	Total price Ex VAT (quantity x Unit price)
ES1	Brocade class SAN switch, cater for minimum 24 x 32Gb ports per switch.	2		
ES2	Ethernet Storage network switches	2		
	<i>Installation requirement, cabling and software components and specifications for each to be included (please list below)</i>	1		
Subtotal excluding VAT to be transferred to the Summary Schedule				

7.3 Racks and Components

As the CoT has various types of racks in the various facilities, please provide as per the schedules. Please provide options for power and other cables required to provide and distribute power to standard components in the rack. Provide the specification and type of cable proposed.

7.3.1 Rack and Components

No.	Specification	Quantity	Price Excl. VAT	Total price Ex VAT (quantity x Unit price)
R1	Server Rack 42U/43U (SABS Approved)	1		
R2	2 x 16 Console/KVM switch	1		
R3	Console switch cable 1	1		
R4	Console switch cable 2	1		
R5	Console switch cable 3	1		
R6	Power cable 1	1		
R7	Power cable 2	1		
R8	Power cable 3	1		
R9	<i>PDU1</i>	1		
R10	<i>PDU2</i>	1		
R11	<i>PDU3</i>	1		
R12	Fibre cable 1	1		
R13	Fibre cable 2	1		
R14	Fibre cable 3	1		
	Subtotal			
Subtotal excluding VAT to be transferred to the Summary Schedule				

PART 4: PROVISION OF EXTENDED MAINTENANCE AND SUPPORT ON EXISTING EQUIPMENT

4.1 Scope

A) Extended maintenance support for select existing equipment inclusive of server, storage and backup equipment

- This is inclusive of Huawei, IBM, Dell and Lenovo equipment. Pricing is requested for 1st, 2nd and 3rd year maintenance and support, where available. Full configurations will be provided at a mandatory information session.

7.4 Maintenance and Support

Many components that are out of warranty and maintenance are still usable. Pricing is required to purchase extended maintenance on these items, as well as the individual components. It is assumed that the 1st year cost may be high for items that are past maintenance for an extended period. This can be indicated in the Year 1 cost, rather than over a 3 year period, as it is not clear how long some items will be retained.

Components are additionally listed by vendor. Vendor Certification to provide the listed services for each hardware set is required before a service provider can be considered for rendering the support and maintenance services.

7.4.1. Huawei Storage

CoT operates six (6) Huawei storage units – on which maintenance is required. This is per unit as well as per component, to allow ad hoc component purchase.

Detail for the units is as follows:

SITA

*Device Model: 2200 V3
Device Location: SITA Centurion
Version: V300R006C20
SN: 2102350WVU9WJB000073*

TDK

*Device Model: 2200 V3
Device Location: TDK
Version: V300R006C20
SN: 2102350WVU9WJB000074*

*Device Model: OceanStor Dorado 5000 V6
Version 6.1.2.SPH22
ESN 2102353AUJ10L5000012*

*Device Model: OceanStor Dorado 5000 V6
Version 6.1.2.SPH22
ESN 2102353SYQN0NC100001*

CENTURION

Device Model: Dorado5000 V3
 Device Location: Centurion
 Version: V300R001C30
 SN: 2102351PLQ9WK2800005

Device Model: OceanStor Dorado 5000 V6
 Version 6.1.2.SPH22
 ESN 2102353AUJ10L5000013

Please provide pricing for extended maintenance and support as well as components for indicated three (3) years

No	Existing Component	Quantity	1st Yr – Price (Excl. VAT)	2nd Yr – Price (Excl. VAT)	3rd Yr – Price (Excl. VAT)	1st Yr – Price (Excl. VAT)	2nd Yr – Price (Excl. VAT)	3rd Yr – Price (Excl. VAT)
			Maintenance and Support - from agreed commencement date			Component price - from agreed commencement date		
H1	OceanStor Dorado 5000 V6 (Dual Ctrl,512GB Cache)	1						
H2	7.68TB SSD SAS Disk Unit (2.5")	1						
H3	Smart SAS Disk Enclosure (2U,2.5", Expansion Module)	1						
H4	Effective Capacity License (per TiB)	1						
H5	Basic Software Licenses (Including DeviceManager, SmartMigration, HyperSnap, HyperReplication)	1						
H6	SmartVirtualization License & Application Software Upgrade Support Service	1						
H7	Dorado 5000 V3 (2U, Dual Ctrl,512GB Cache)	1						
H8	UltraPath Software License	1						
H9	OceanStor 2200 V3 (2U, Dual Ctrl, 32GB)	1						
	3 x modules / 65 disk upgrade to be considered in pricing							
H10	10TB 7.2K RPM NL SAS Disk Unit (3.5")	1						
H11	Disk Enclosure (4U, 3.5", Expanding Module)	1						

Subtotal excluding VAT to be transferred to the Summary Schedule						
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7.4.2 Huawei E900 chassis / servers

No	Existing Component	Qty	1st Yr – Price (Excl. VAT)	2nd Yr – Price (Excl. VAT)	3rd Yr – Price (Excl. VAT)	1st Yr – Price (Excl. VAT)	2nd Yr – Price (Excl. VAT)	3rd Yr – Price (Excl. VAT)
			Maintenance and Support - from agreed commencement date			Component price - from agreed commencement date		
H12	Huawei chassis SN210230102810LC000095	1						
H13	Huawei chassis SN210230102810LC000096	1						
H14	CH242 Server 210305774210M2000014	1						
H15	CH242 Server 210305774210M2000015	1						
H16	CH242 Server 210305774210LC000068	1						
H17	CH242 Server 210305774210LC000069	1						
H18	CH242 Server 210305774210LC000070	1						
H19	CH242 Server 210305774210LC000071	1						
H20	CH242 Server 210305774210LC000072	1						
H21	CH242 Server 210305774210LC000073	1						
H22	CH242 Server 210305774210LC000074	1						
H23	CH242 Server 210305774210LC000075	1						
H24	CH242 Server 210305774210LC000076	1						
H25	CH242 Server 210305774210LC000077	1						
H26	Huawei chassis 210230102810K2000170	1						
H27	CH242 V5 Server 210305774210K2000070	1						
H28	CH242 V5 Server 210305774210K2000069	1						
H29	CH242 V5 Server 024DXV10JC000748	1						
H30	CH242 V5 Server 210305774210K2000071	1						
H31	CH242 V5 Server 210305769910K2002100	1						

H32	CH242 V5 Server 210305769910K2002103	1						
H33	CH242 V5 Server 210305769910K2002099	1						
H34	CH242 V5 Server 210305769910K2002102	1						
H35	CH242 V5 Server 210305769910K2002101	1						
H36	CH242 V5 Server 210305769910K2002098	1						
Subtotal excluding VAT to be transferred to the Summary Schedule								

7.4.3 HPE Synergy Maintenance and Support

No	Existing Component	Serial No	Qty	1st Yr – Price (Excl. VAT)	2nd Yr – Price (Excl. VAT)	3rd Yr – Price (Excl. VAT)
				Maintenance and Support - from agreed commencement date		
HPE1	Synergy 12000 Frame	CZJ2291MY4	1			
HPE2	Synergy 12000 Frame	CZJ2281JDS	1			
HPE3	Virtual Connect SE 100Gb F32 Module for Synergy	7C9M0900DY	1			
HPE4	Virtual Connect SE 100Gb F32 Module for Synergy	7C9M09008N	1			
HPE5	Virtual Connect SE 100Gb F32 Module for Synergy	7C9M2201RS	1			
HPE6	Virtual Connect SE 100Gb F32 Module for Synergy	7C9M2201RT	1			
HPE7	Synergy 660 Gen10	CZJ2291MXT	1			
HPE8	Synergy 660 Gen10	CZJ2291MXN	1			
HPE9	Synergy 660 Gen10	CZJ2291MXP	1			
HPE10	Synergy 660 Gen10	CZJ2291MXS	1			
HPE11	Synergy 660 Gen10	CZJ2291MXQ	1			
HPE12	Synergy 660 Gen10	CZJ2291MXR	1			
HPE13	Synergy 660 Gen10	CZJ2281JBZ	1			
HPE14	Synergy 660 Gen10	CZJ2281JC0	1			
HPE15	Synergy 660 Gen10	CZJ2281JC2	1			
HPE16	Synergy 660 Gen10	CZJ2281JC1	1			
HPE17	Synergy 660 Gen10	CZJ2281JC3	1			
HPE18	Synergy 660 Gen10	CZJ2281JC4	1			
Subtotal excluding VAT to be transferred to the Summary Schedule						

7.4.4 Dell Extended Maintenance and Support - Replacement Drives only

No	Type / Model	Serial No.	Item Description	Expiration Date	Component Required						Combined cost of disk options Exc VAT
					Replacement Disk (SSD 500GB) Exc VAT			Replacement Disk (SSD 1.5TB) Exc VAT			
					Yr1	Yr2	Yr3	Yr1	Yr2	Yr3	
D301	R840	CYXHNX2	Dell Quad Server	5/28/2022							
D302	R740	1PQVSY2	Dell Dual Server	5/28/2022							
D303	R740	3PQVSY2	Dell Dual Server	5/28/2022							

D304	R740	H3HJNX2	Dell Dual Server	5/28/2022							
D305	R740	B3HJNX2	Dell Dual Server	5/28/2022							
D306	R740	JNQVSY2	Dell Dual Server	5/28/2022							
D307	R740	4PQVSY2	Dell Dual Server	5/28/2022							
D308	R740	C3HJNX2	Dell Dual Server	5/28/2022							
D309	R740	2PQVSY2	Dell Dual Server	5/28/2022							
D310	R740	F3HJNX2	Dell Dual Server	5/28/2022							
D311	R740	G3HJNX2	Dell Dual Server	5/28/2022							
D312	R740	93HJNX2	Dell Dual Server	5/28/2022							
D313	R740	D3HJNX2	Dell Dual Server	5/28/2022							
Subtotal											
Subtotal excluding VAT to be transferred to the Summary Schedule											

**PART 5: SUPPLY AND PROVISION OF
REQUIRED SOFTWARE AND
IMPLEMENTATION / SUPPORT SERVICES**

The requirement includes:

- VMWare software for a stable and protected SAP landscape. VMWare is the current hypervisor for the SAP ECC6, ECM and BCM landscape.
- Backup software solution, which includes replication and migration for virtual machines
- Active Directory Health Manager.

7.5.1 VMWare Software and Support

Item	Description	Quantity	Unit Cost Excluding Vat Rand	Unit Cost, including Year 1 Maintenance and Support	Unit Cost, including Year 2 Maintenance and Support	Unit Cost, including Year 3 Maintenance and Support
VM1	VMware NSX Advanced per Processor	10				
VM2	Production Support/Subscription for VMware NSX Advanced per Processor	10				
VM3	vCenter Server 7 Standard	2 Instances				
VM4	Production Support/Subscription for vCenter Server 7 Standard	2 Instances				
VM5	vCenter Server 8 Standard	2 Instances				
VM6	Production Support/Subscription for vCenter Server 8 Standard	2 Instances				
VM7	vRealize Operations Standard CPU	8 56 CPU's				
VM8	Production Support/Subscription for vRealize Operations Standard CPU	8 56 CPU's				
VM9	vSphere 7 Enterprise Plus	56 CPU's				
VM10	Production Support/Subscription for vSphere 7 Enterprise Plus	56 CPU's				
VM11	Carbon Black for the environment	1				

VM12	Production Support/Subscription Carbon Black	1				
VM13	Option – Provide cost to extend Contract 411155092 for indicated periods as unit – expired 31/7/2023	1				
VM13	(VMware vCenter Server 7 Standard for vSphere 7 (Per Instance), VMware vCenter Server 8 Standard for vSphere 8 (Per Instance), VMware vRealize Operations 8 Standard (Per Detail CPU), VMware vSphere 7 Enterprise Plus for 1 processor, VMware vSphere 8 Enterprise Plus for 1 processor)					
	Subtotal					
Subtotal excluding VAT to be transferred to the Summary Schedule						

- Indicate price for all maintenance, support and related costs on an annual basis / 3 yrs basis

7.5.2 Backup Solution Extended Support

The requirement for the backup solution includes:

- cost of additional Veeam socket and vm licenses as per table
- conversion to the Universal licensing model – looking at conversion from 500 to 1000 vm conversion
- extended maintenance and support on the Veeam platform as-is with the existing 132 Socket license / 16 Instance licenses and

7.5.2 Price Schedule for Backup Solution

No	Description	Cost Exc VAT	Cost Inc VAT
VE1	Additional socket license per socket (1)		
VE2	Additional socket license per socket (6)		
VE3	Additional socket license per socket (10)		
VE4	Additional vm / universal license (10)		
	Veeam Software Subtotal (A)		

3 Years Maintenance and Support Included

No	Conversion to VUL	No of VM's	Cost Exc VAT	Cost Inc VAT
VE5		500		
VE6		600		
VE7		700		
VE8		800		
VE9		900		
VE10		1000		
		Veeam Conversion Subtotal (B)		

		C	D	E	F
	Maintenance and Support	(Exc VAT)	(Exc VAT)	(Exc VAT)	(Exc VAT)
VE11	Extended maintenance on existing Veeam base (132 sockets / 16 instances)				
	Subtotal				
	Subtotal excluding VAT to be transferred to the Summary Schedule (A+B+C+D+E+F)				

7.5.3 AD ManageEngine AD360

No	Description	Cost per license Exc VAT		Cost per license Inc VAT
AD1	Additional Domain license (1) – with 5 HelpDesk Technicians			
AD2	Additional Domain Controller license (1)			
AD3	Additional member server license (10)			
AD4	Additional File server license (2)			
AD5	Exchange Server license (1)			
AD6	Exchange Server license (6)			
Subtotal (A)				
Extended support on:		Year 1 (Exc VAT)	Year 2 (Inc VAT)	Year 3 (Inc VAT)
AD7	1 Domain with 5 HelpDesk Technicians			
AD8	12 Domain Controllers			
AD9	300 Member servers			
AD10	10 File servers			
AD11	Exchange Server (1)			
AD12	Exchange Server (6)			
Subtotal (B)				
Subtotal excluding VAT to be transferred to the Summary Schedule (A+B=C)		(C)		

PART 6: PROVISION OF AD HOC MAINTENANCE AND SUPPORT SERVICES

Provision of Ad Hoc Support services as listed. Cost needs to be provided per hour, day, week and month. Services include:

- Server Hardware Specialist
- Storage / fabric Specialist
- Veeam Backup and Replication Specialist
- VMWare Specialist
- SQL Database Specialist
- System Centre Specialist

EXPERIENCE REQUIRED FOR COMPARISON

7.6 Ad hoc Services

7.6.1 Certified Server Hardware Specialist

The successful vendor will be required on site for implementation / deployment of purchased hardware on delivery. The certified professionals must have the highest possible certification from the proposed OEM /OEM's – with good skills and understanding of similar hardware from alternate vendors as the current platform includes Lenovo, Huawei, Dell and HPE equipment. Cost for the service is to be catered for as part of the scope and price for the acquisition of the hardware.

Additional to this is the requirement for staff on site to maintenance of the current server environment. The successful vendor will be required to have staff available to provide on site maintenance and support services.

7.6.2 Certified Storage / fabric Specialist

The successful vendor will be required on site for implementation / deployment of purchased hardware on delivery. The certified professionals must have the highest possible certification from the proposed OEM /OEM's – with good skills and understanding of similar hardware from alternate vendors as the current platform includes Lenovo, Huawei, Dell, HPE or Brocade equipment. Cost for the service is to be catered for as part of the scope and price for the acquisition of the hardware.

Additional to this is the requirement for staff on site to maintenance of the current storage and fabric environment. The successful vendor will be required to have staff available to provide on site maintenance and support services.

7.6.3 Veeam Backup and Replication Specialist

The successful vendor will be required to have and deploy for 40 hours per month, for the duration of the contract and guarantee period, a Veeam specialist. The duties of the Veeam specialist are listed below:

- Day to day management of all Veeam backup and replication issues.
- Responsible for monthly reports that provide SLA statistics, capacity planning, job statistics and other related business information and statistics applicable to all areas related to backup and replications.
- Monthly minuted meetings with server team to discuss Operational Reports.

- Handling of Service Desk Calls (Requests) and daily complaints related to backup and replication services.
- Problem tracking and resolution in the area with reporting on a weekly and monthly basis.
- Related ad-hoc tasks.

7.6.4 VMware Specialist

The successful vendor will be required to have and deploy for 40 hours per month, for the duration of the contract and guarantee period, a VMware specialist. The duties of the VMware specialist are listed below:

- Monitoring of status of VMware environment.
- Responsible for monthly reports that provide SLA statistics, capacity planning, job statistics and other related business information and statistics applicable to all areas related to hosting on the hypervisor.
- Monthly minuted meetings with server team to discuss Operational Reports.
- Handling of Service Desk Calls (Requests) and daily complaints related to VMware hosting.
- Problem tracking and resolution in the area with reporting on a weekly and monthly basis.
- Related ad-hoc tasks.

7.6.5 SQL Server specialist (As and when required)

The successful vendor will be required to have and deploy a SQL specialist on an as and when basis. The duties of the SQL Server specialist are listed below:

- Minuted meetings with attendance register with all involved parties involved in requesting new applications with SQL database implications to plan and implement required SQL systems.
- Review entire SQL environment with view to consolidate, update, maintain all existing SQL platforms to minimize license cost and requirements. Recommendations to include migration to Azure as virtual servers or SQL as service.
- Monthly summarized feedback to the Server and Storage team on progress and proposals and actions.
- Signing-off on the planned implementations / consolidation plans and diagrams

7.6.6 Microsoft System Centre specialist (As and when required)

The successful vendor will be required to have and deploy a System Centre specialist on an as and when basis. The duties of the System Centre specialist are listed below:

- Minuted meetings with attendance register with all involved parties involved in managing all aspects and features of the System Centre environment to plan and implement and maintain the environment.
- Review and maintain entire System Centre environment with view to consolidate, update, maintain all existing Microsoft platform components to minimize downtime and outages. This is inclusive of operational monitoring, server and end user device monitoring, management and patching.
- Monthly summarized feedback to the Server and Storage team on progress and proposals and actions.
- Signing-off on the planned implementations / consolidation plans and diagrams

7.5.4 Ad Hoc Service Costs

	Service / Description	Cost Exc VAT			
		Cost per Hour	Cost per Day (8 Hours)	Cost per Week (5 Days)	Cost per Month (Work days for month)
SS1	Project Manager / Coordinator				
SS2	Server Engineer (1 Yr Experience)				
SS3	Server Engineer (2 Yr Experience)				
SS4	Server Engineer (3 Yr Experience)				
SS5	Storage Engineer (1 Yr Experience)				
SS6	Storage Engineer (2 Yr Experience)				
SS7	Storage Engineer (3 Yr Experience)				
SS8	Veeam Backup and Replication Specialist				
SS9	VMWare Specialist				
SS10	SQL Certified MCSE				
SS11	SQL Certified MCSA				
SS12	SQL Certified MTA				
SS13	System Centre / Intune MS 365 Certified Enterprise Administrator: Expert				
SS14	System Centre / Intune MS 365 Certified Enterprise Administrator: Associate				
SS15	System Centre / Intune MS 365 Certified Enterprise Administrator: Fundamentals				
	Subtotal				
	Subtotal excluding VAT to be transferred to the Summary Schedule				

PART 8: PROVISION OF A TRANSPORT SERVICE FOR MOVING ALL CLASSES OF SERVER, STORAGE AND DATACENTER EQUIPMENT BETWEEN DATACENTERS AS WELL AS THE COT AUCTION YARD FOR DECOMMISSIONING

8. Transport Services

- All deliveries of the new equipment to CoT will be deemed included in the equipment price ie travel cost, off-loading, provisioning of all associated equipment to deliver etc.
- An additional transport services must be costed on a per item basis for all hardware items list, as well as for a weight (per kg per km) basis. The service will be utilized to move equipment between sites, datacenters or to the CoT Auction Yard. The transport services need to cater for heavy equipment such as storage units etc. Where necessary, insurance for moving the equipment must be included in pricing base.
- The successful bidder must partner with the local SMME/contractor to provide the Transport Services of the CoT equipment between sites. As mentioned, written off assets must be transported by the local contractor to the CoT Auction Yard or any site identified within CoT. It is a requirement that the local contractor must complete the necessary documentation as requested by the Auction Yard, after a request from the Deputy Director: Server and Data Center Operations.

Transport Services

Item	Equipment / Unit	Qty	Description	Unit Price Ex VAT	Total price Ex VAT (quantity x Unit price)
SM1	Server	1	1U Server		
SM2	Server	1	2U Server		
SM3	Server	1	3U Server		
SM4	Server	1	4U Server		
SM5	Server	1	SR570		
SM6	Server	1	SR630		
SM7	Server	1	SR650		
SM8	Server	1	SR850		

SC1	Chassis	1	BladeCenter / similar		
SC2	Chassis	1	Flex Chassis		
SC3	Server	1	SN550 / Dual node		
SC4	Server	1	SN850 / Quad node		

R1	Rack 42u	1	42U Server Rack		
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R2	Rack 36u	1	36U Server Rack		
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ST1	Storage	1	DS4200 Bay		
ST2	Storage	1	DS4200 Unit		
ST3	Storage	1	V7000 Bay		
ST4	Storage	1	V7000 Unit		
ST5	Storage	1	XIV Bay		
ST6	Storage	1	XIV Unit / EMC Unit (Rack)		
ST7	Library	1	3850 Tape Library		
			Subtotal		
Subtotal excluding VAT to be transferred to the Summary Schedule					

** Model information can be used for general sizing for moving similar sized / weighted components and units*

PART 9: PROVISION OF A CLOUD HOSTING SERVICE

9. CLOUD SERVICES

The City of Tshwane has moved a portion of the ICT workload to cloud. Options are being considered for hosting and/or moving any application or system, including SAP / SAP Hana to cloud or to a new service provider. Provision needs to be made for accommodating and maintaining provisioned systems on the platform as well as for additional systems.

The tender calls for options and pricing regarding the hosting of virtual servers depending on the resource, memory, CPU and storage allocated. The city needs to find the best-fit solutions that can grow on demand, catering for cloud computing technology on digital transformation.

Backup and disaster recovery services, guaranteed availability, patch management and monitoring, support for SQL are required as part of the solution and proposal. Detail on wide area connectivity needs to be provided together with cost for link options and detail on security and firewalls. Information is also to be provided on DR and Replication services, options for licensing if not provided by the CoT, with Reporting on the hosted workload.

The successful tenderer should cater for at least two availability zones in South Africa for Production, DR and data protection. It will be beneficial if the architecture allows for non-intrusive DR tests, with services at the production system not affected by and during tests.

Underlying tiered storage needs to be capable of managing all workloads including file, mail, SQL databases and SAP ERP with snapshots and snapshot backups.

Technical Requirement / Specification

The cloud service provider needs to meet the minimum requirements from SITA and as listed below to ensure ability to provide high-quality cloud hosting services for CoT applications and systems. Prospective bidders need to comply with all technical solution requirements. If not clear from the submission, detail can be requested as part of a review and evaluation process to ensure a integrated functional solution.

To accommodate continuous improvement, it is required that the CSP accommodate annual audits to review the service for compliance and service / protection improvements.

No	Item	Technical Description
1	Computing Resource	<ul style="list-style-type: none"> Should provide virtual machine, dedicated host and bare metal computing instance. Automatic backup settings provided during instance creation. Instances can be deployed across Availability Zones, cabinets, and servers to improve reliability. HANA instances with ultra-high specifications, at least up to 208 cores and 6 TB memory
2	Identity and Access Management	<ul style="list-style-type: none"> identity management system is integrated effectively with cloud computing systems. management of personal identity information for access to computer resources, applications, data, and services are adequately controlled
3	Network Resource	<ul style="list-style-type: none"> Provide network security design in cloud computing which has firewall at external connectivity points, applying and maintaining stringent firewall settings, enforcing VPN for remote access, encryption and for data and authenticating all users access to the network and underlying systems. Support blacklist and whitelist in a security group, network ACL, VPC flow log, and IP address group Pay-per-use bandwidth that can be flexibly scaled. load balancer support to distribute traffic to on-premises servers and cloud servers that are not in the same VPC. load balancers support weighted round robin (WRR) or weighted least connections (WLC) algorithm for traffic distribution. DNS support disaster recovery in multiple NS

4	Storage Resource	<ul style="list-style-type: none"> • Should support block storage, object storage and file storage • Service-oriented, distributed storage with dedicated resources and robust features • Online disk capacity expansion without stopping cloud servers • Object-based storage support up to 300 MB/s single-stream upload bandwidth for large objects • Object-based storage file operation APIs support update, truncation, renaming
5	Platform as a service	<ul style="list-style-type: none"> • Should provide middleware such as distributed cache, distributed message service, relational database, document database which has both X86 and ARM version • Distributed Cache Service should support single-node, active/standby mode and cluster instance • API gateway should support API-based product lifecycle management, including design, development, test, release, consumption, and deregistration
6	Enterprise migration to the cloud	<ul style="list-style-type: none"> • Provides architecture design, consultation, and implementation service for system migrate to the cloud. • Based on the application survey results and requirements on network bandwidth, data capacity, and downtime to design the migration service solution • Comply with full-stack SAP certification, including cloud SAP IaaS certification (a maximum of 4 TB VMs), HANA server certification, virtualization certification, and storage certification. • Provide one-stop SAP O&M management platform (One-click provisioning, one-screen monitoring, one-click backup, one-click disaster recovery, and one-click capacity expansion)
7	Big Data & Analytics	<ul style="list-style-type: none"> • Data warehouse product support complete create, delete, update, query operations and fully comply transactions ACID principle • Data warehouse product support dual-cluster cross-AZ DR. RPO < 2 hours • MapReduce service support multi-tenant to isolate computing resources and I/O resources within MapReduce instance • MapReduce service support time and resource load as elastic conditions
8	Security	<ul style="list-style-type: none"> • Provide security service to protect application, workload, data assets, security posture and assist with security compliance • Web application firewall support both on-prem and on cloud application, protection granularity can be based on domain names and ports • Provide container escape detection service from the perspective of host machines through machine learning such as shocker attacks, process privilege escalation, DirtyCow, and file brute force cracking • software release management and patch management process are in place and aligned with the enterprise needs • software systems development life cycle (SDLC) policy and procedures are in place and ensure that the security measures that are introduced into the design are compliant with the requirements of the enterprise
9	Data Management	<ul style="list-style-type: none"> • ensure data securely transmitted and maintained to prevent unauthorized access and modification. • ensure data ownership clearly defined (including cloud computing access to data and indicate costs if any to return the data once the service contracts are terminated) • Confirm data disposal in the event of contract termination, ensuring erased immediately using the necessary tools to avoid disclosures and confidentiality breaches

10	Compliance Requirements – submit certification and / or proof of compliance	<ul style="list-style-type: none"> • ISO/IEC 27001:2022 • ISO/IEC 27017:2015 • ISO/IEC 27018:2019 • ISO 22301:2019 • PCI DSS Certification • TL 9000 - Quality management system requirements • CSA STAR - cloud security • SA POPIA and GDPR
11	Backup as a service	<ul style="list-style-type: none"> • Provide end to end management and monitoring of the backup services for systems restoration in the event of data loss or system failure • Provide Managed Data Backup services with 24/7 365 days support • Ensure 99% backups success rate • Ensure stored backups are in an encrypted format, at a secure location, in compliance with legal and governance requirements • Provide capacity for daily backups to be kept for one week, weekly for 5 weeks, monthly for 12 months and yearly for 5 years
12	Disaster Recovery as a service	<ul style="list-style-type: none"> • Provide disaster recovery technology compatible with current infrastructure, that caters for automatic failover and failback • Support both Read-to-Use DR and Running state DR

9.1 Scope of Cloud Services Requirement

Cloud service providers should offer high available, high-end security, cost-effective cloud service to support the CoT business. Including infrastructure as a service (IaaS), Platform as a service (PaaS) and Software as a Service (SaaS).

- Computing
- Storage
- Security & Compliance
- Network
- Management & Governance
- Database
- Application
- Big Data & Analytics and
- Artificial Intelligence

Cloud Hosting Price Schedule

Category	Description	Specifications	Quantity	Cost	
				Monthly (36 Months or thereof)	Pay-per-use (Indicate Unit / Cost)
Server Service	Cloud Server	2vCPU 8GB	1		
		4vCPU 8GB	1		
		8vCPU 16GB	1		
		4vCPU 16GB	1		
		8vCPU 32GB	1		
		16vCPU 64GB	1		
		32vCPU 128GB	1		
		60vCPU 256GB	1		
	HANA DB Server	208 cores 2932GB	1		
		104 cores 1466GB	1		
		56 cores 696GB	1		
		64 cores 512GB	1		
		28 cores 348GB	1		
		32 cores 256GB	1		
		16 cores 128GB	1		
Container Management Service	50 nodes	1			
	200 nodes	1			
	1000 nodes	1			
Storage	Object Storage	Standard (per GB)	2048		
		Infrequent Access (per GB)	2048		

		High Access (per GB)	1PB			
Cloud Disk		HDD IO (per 10GB)	1			
		SSD IO (per 10GB)	1			
Scalable File		Common (per GB)	1			
Storage-Level Disaster Recovery		SDRS cloud server protected instance	50			
Cloud Server Backup		Per GB	20480			
Network	Public IP	Exclusive	10			
		Shared	10			
	VPN	IPsec	10			
	Direct Line Port	1GE	1			
		10GE	1			
		Dedicated 2*1GE	1			
	NAT / Connections) (SNAT)	10 000 Connections	0			
		50 000 Connections	0			
200 000 Connections		1				
Security	Anti-ddos	5	1			
	HSS		1			
	Web application firewall		1			
Database / Database as a service	My SQL	Primary-Standby	4vCPU 8GB	1		
			8vCPU 16GB	1		
			16vCPU 32GB	1		
			32vCPU 64GB	1		
	Read replica	4vCPU 8GB	1			
		8vCPU 16GB	1			
		16vCPU 32GB	1			
		32vCPU 64GB	1			
	SQL	Primary-Standby	4vCPU 8GB	1		
			8vCPU 16GB	1		
16vCPU 32GB			1			

			32vCPU 64GB	1		
		Read replica	4vCPU 8GB	1		
			8vCPU 16GB	1		
			16vCPU 32GB	1		
			32vCPU 64GB	1		
Application service	Distributed Cache Service for Redis	Single	2GB	1		
			4GB	1		
		Master-Standby	8GB	1		
			16GB	1		
			32GB	1		
		Proxy Cluster	32GB	1		
64GB	1					
Support	Enterprise support	Enterprise support plan service		1		
Migration service	Infrastructure migration service	Infrastructure migration service		1		
Support service	Service / Level	Developer-Level		1		
		Business-Level		1		
		Enterprise-Level		1		
Subtotal excluding VAT to be transferred to the Summary Schedule						

SUMMARY – OF ALL TOTALS AND SUBTOTALS

For Clarity see attached spreadsheet for costs to be included in each

New Hardware

A

	Servers	price Ex VAT (quantity x Unit price)
7.1.1	1-socket server	
7.1.2	2-socket server	
7.1.3	Hyperconverged Infrastructure	
7.1.4	Server Chassis	
7.1.5	Server Nodes 2 Proc	
7.1.6	Server Nodes 4 Proc	
7.1.7	Server Nodes – Dispatch System	
	Storage	
7.2.1	Storage Units	
7.2.2	Storage Switching	
	Racks	
7.3.1	Racks and Components	
	Total	

Maintenance and Support A B C D E F
 Maintenance and Support Components

	Hardware Item	1st Yr – Price (Excl. VAT)	2nd Yr – Price (Excl. VAT)	3rd Yr – Price (Excl. VAT)	1st Yr – Price (Excl. VAT)	2nd Yr – Price (Excl. VAT)	3rd Yr – Price (Excl. VAT)	
7.4.1	Huawei Storage							
7.4.2	Huawei Chassis and Servers							
	Total							Total A+B+C+D+E+F

	Hardware Item	1st Yr – Price (Excl. VAT)	2nd Yr – Price (Excl. VAT)	3rd Yr – Price (Excl. VAT)	Total A+B+C
7.4.3	HPE Chassis and Servers Total				

Maintenance and Support Continued

		A
		Combined cost of disk options Excl VAT
7.4.4	Dell Maintenance and Support (Components) Subtotal	

Supply and Provision of Software, Implementation and Maintenance

		A	B	C	Total A+B+C
	Software / Service Description	Unit Cost, including Year 1 Maintenance and Support (Ex VAT)	Unit Cost, including Year 2 Maintenance and Support (Ex VAT)	Unit Cost, including Year 3 Maintenance and Support (Ex VAT)	
7.5.1	VMWare Software and Support				

		A		
	Software / Service Description	Cost per socket / vm / license Exc VAT		
7.5.2	Additional socket license per socket (1)			
	Additional vm / universal license (10)			
	Veeam Software Subtotal A			
		B		
		1st Yr – Price (Excl. VAT)	2nd Yr – Price (Excl. VAT)	3rd Yr – Price (Excl. VAT)
	Extended maintenance on existing Veeam base (132 sockets / 16 instances) for one year			
	Conversion to VUL – option to change to 1320 virtual server protection			
	Extended maintenance on converted license base / VUL			
	Veeam Conversion and Support Subtotal			
				Total A+B+C+D

AD Management		A
7.5.3	AD360 - Additional license	Cost per license Exc VAT
	Additional Domain license (1) – with 5 HelpDesk Technicians	
	Additional Domain Controller license (1)	
	Additional member server license (10)	
	Additional File server license (2)	
	Exchange Server license (1)	
	Exchange Server license (6)	
	Subtotal (A)	

AD Management continued		B	C	D	
	AD360 - Extended Support	1st Yr – Price (Excl. VAT)	2nd Yr – Price (Excl. VAT)	3rd Yr – Price (Excl. VAT)	
	1 Domain with 5 HelpDesk Technicians				
	12 Domain Controllers				
	300 Member servers				
	10 File servers				
	Exchange Server (1)				
	Exchange Server (6)				
	Maintenance Subtotal				Total A+B+C+D

		A	B	C	D	
		Cost per Hour	Cost per Day (8Hours)	Cost per Week (5 Days)	Cost per Month (Workdays for Month)	
7.5.4	Ad Hoc Services					
	Server Hardware Specialist					
	Storage / fabric Specialist					
	Veeam Backup and Replication Specialist					
	VMWare Specialist					
	SQL Database Specialist					
	System Centre Specialist					
						Total A+B+C+D
	Total					

Transport Services

		A	
		Total price Ex VAT (quantity x Unit price)	Total A
8.	Transport Services		
	Total		

Cloud Hosting Services

		A	B	Total A+B
		Monthly	Pay-per-use	
9.	Cloud Hosting Services			

Total for All Items

Sum of all Totals / SubTotals (in Green)	
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PART 10:
SERVICE LEVEL AGREEMENT (SLA)
APPLICABLE TO PART 3 AND 4 OF THIS
TENDER SUBMISSION

Memorandum of Agreement entered into by and
between:

City of Tshwane Metropolitan Municipality

Herein represented by in his capacity as Municipal Manager and duly
authorised thereto in terms of a Council Resolution dated, a copy of which is
attached hereto as Annexure "A".

(Hereinafter referred to as the City of Tshwane ("CoT"))

and

.....

Herein represented by in his/her capacity as..... and
duly authorised thereto in terms of a resolution dated, a copy of which is
attached hereto as Annexure "B".
(Hereinafter referred to as The Contractor)

SERVICE LEVEL AGREEMENT

1. Background

1.1 This document comprises the SLA with the successful contractor.

2. Commercial Details

- 2.1 Depending on the area for which appointed, the contractor will take overall responsibility of the service provided regarding:

Server Hardware Services provided

For impact of all services and interactions on the server platforms affected by the interaction and support intervention,

Certified Storage / fabric Specialist

For impact of all services and interactions on the server platforms affected by the interaction and support intervention

Veeam Backup and Replication Specialist

For impact of all services and interactions on the Veeam platforms affected by the interaction and support intervention

VMware Specialist

For impact of all services and interactions on the VMware platforms affected by the interaction and support intervention

SQL Server specialist (As and when required)

For impact of all services and interactions on the SQL platforms affected by the interaction and support intervention

Microsoft System Centre specialist (As and when required)

For impact of all services and interactions on the environment affected by the interaction and support intervention through System Centre Consoles and Tools.

3. Onsite Resources And Support Hours

- 3.1 It is crucial that the contractor provide CoT with the best trained, qualified human resource base with service related experience directly applicable to the services and systems deployed in Council.
- 3.2 It must be noted that the staff must be available at all times to CoT and that the contractor is not allowed to utilize the staff for other purposes unless pre-approved. Should staff not be available, suitable pre-approved replacement staff must be provided.
- 3.3 The on-site resources / skills must be on site during the hours 7:30 to 16:00 (official CoT working hours).

- 3.4 **Support for after hours, weekends and public holidays:** Such support will be arranged on request, with response times in accordance with the agreed SLA
- 3.6 All resources to report directly to the **[Deputy Director Server and Datacentre Operations]** or appointed representative.
- 3.7 All personnel to adhere to the communication protocol. The communication protocol is as follows:
 - Project managers \ installation and maintenance teams\all other onsite resources of the contractor to interact with project managers of the CoT.
 - All reports on SLA issues to be reported directly to the **[Deputy Director Server and Datacentre Operations]** or approved representative.
 - All Departmental requests for equipment/services to be referred to the **[Deputy Director Server and Datacentre Operations]** or approved representative.

4. **Escalation Procedure**

- 4.1 If faults are not cleared or no response is received, the following person at Senior Management can be contacted to escalate the call:

Name:

Tel nr:

5. **Support**

The daily management of the systems and deployed infrastructure base is critical and must be done in such a way that no functions or functionality of the deployed infrastructure base is impacted. The contractor will provide on-going monitoring, installation and maintenance and support of CoT network Infrastructure.

6. **Advisory Service:**

The Contractor to provide an advisory service iro new development trends that have to be planned for. The Contractor to assist in alternative solutions when budget is not available for the suggested implementation.

7. **General:**

- 7.1 Normally an automated call is generated by the Service Desk System. However CoT will provide a call reference number for all maintenance/installation related services. The Contractor need to acknowledge receipt of the call, and must also close the call after attending to it. In situations where no call nr is available, the contractor can log such call at the service desk for reference.
- 7.2 CoT project managers/coordinators will liaise with the Contractor's Project Manager(s) on all projects at least 1 week in advance of the project start date.

7.3 The Contractor must manage the account and any on-site resources in a professional manner in line with City of Tshwane corporate policy.

7.4 Change Control (When required): Proper change control must be adhered to and no changes can be made unless prior approval has been obtained. All changes and expansions must be managed in accordance with Council's existing Change Control processes and procedures in line with ITIL best practice. All new projects must be deployed adhering to these principles. Asset relocation must be done if an asset is moved via change control. Any expansion, ie where new equipment is deployed or configuration changes, requires that The Contractor must update all diagrams/drawings applicable to the environment.

8. **Meetings/Interaction:**

The Contractor must attend meetings, site scoping and high level meetings with relevant officials directly involved in this service in Council. The Contractor to hold and minute monthly meetings with the relevant people in Tshwane to discuss any request and hardware / software related issues.

The Contractor to be involved in internal marketing as might be necessary from time-to-time.

9. **Reporting:**

Reports will be required from time to time and must be provided free of charge on for example emergency situations, major events, monthly maintenance reports etcetera.

It will be required of the successful contractor/vendor to provide monthly reports. Reporting to be relevant to service maintenance/management and projects/programs.

The following reporting is required and must be given on a monthly basis:

- Status of all maintenance calls including quotes issued, orders received (with date and order number), date call completed etcetera
- Project Summary listing all projects and their respective status
- Any other reports required by CoT, and as listed in the contract.

10. **Confidentiality:**

The Contractor is not allowed to discuss the environment with third. A Non-Disclosure Agreement will be entered into by both parties. The Contractor may not share any information about the operations of CoT with any parties outside this agreement unless CoT gave written consent.

11. [Service Level Agreement](#)

The contractor can negotiate the time frames of projects / programmes with CoT before the start of the project to take the size into consideration.

Each incident/project/call is managed and tracked throughout its service lifecycle by the Service Desk and measured; exceptions are: where calls are serviced outside of the contracted Service Level. These are to be reported on at month end, to identify

failure to meet specific service level. Also note that projects/programs are measured under the SLA for projects.

Core Site List (please note the list will be amended should sites be added):

- Centurion
- TDK
- SITA Centurion

13. Training

13.1 Skills transfers will be done via work sessions and on-site training.

14. Occupational Health And Safety Act

14.1 The successful tenderer will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended.

15. Maintenance Check List

Maintenance schedule checklists need to be handed in on a monthly basis. Below is a sample version of a maintenance check list. Once the contractor is appointed, the best maintenance practices must be provided by the OEM and will be incorporated into the checklist

Server Status	Period	Concluded
Ensure all chassis and server components functional and available	Weekly	
Ensure all chassis and server firmware updated / current	Quarterly	
Report all pending issues and failure to resolve timeously	Weekly	
Storage Equipment		
Ensure all storage unit components functional and available	Weekly	
Ensure all fabric unit components functional and available	Weekly	
Ensure hardware level replication active and in sync	Weekly	
Ensure all Storage and fabric firmware updated / current	Quarterly	
Report all pending issues and failure to resolve timeously	Weekly	
Veeam Backup and Replication Status		
Ensure all backup jobs completing	Daily	
Ensure all replication jobs completing	Daily	
Verify all VeeamOne alerts are resolved	Weekly	
Ensure sufficient capacity available for growth	Weekly	
Report all pending issues and failure to resolve timeously	Weekly	
VMWare Platform Status		
Ensure all hosted vm's active	Daily	
Ensure all hosted vm's not overstressed – cpu / memory / storage	Daily	
Confirm VMWare environment fully operational and updated	Weekly	
Ensure vSphere replication in good state	Daily	
Report all pending issues and failure to resolve timeously	Weekly	
SQL Platform Status		
Ensure all SQL servers / databases on-line and healthy		
Ensure all SQL Replications operational / healthy		

Draft and maintain / update report and plan for entire SQL environment with view to consolidate, update, maintain all existing SQL platforms.		
Migration plan to move SQL servers / databases to Azure where recommended for cost and availability		
Monthly progress report		
System Centre Environment		
Ensure all components of System Centre operational and on-line	Daily	
Review System Centre components to optimize solution	Monthly	
Draft and maintain plan on update status of solution	Monthly	
Report on update deployment status and issues	Weekly	
Report on monitoring status – including availability and all issues	Weekly / Monthly	
Clean Equipment		
Blow dust from equipment: Dusty Environments	Check monthly	6

Month:

Signature:

Date:

SERVICE LEVEL AGREEMENT (SLA) APPLICABLE TO CLOUD HOSTING

Memorandum of Agreement entered into by and
between:

City of Tshwane Metropolitan Municipality

Herein represented by in his capacity as Municipal Manager and duly
authorised thereto in terms of a Council Resolution dated, a copy of which is
attached hereto as Annexure "A".

(Hereinafter referred to as the City of Tshwane ("CoT"))

and

.....

Herein represented by in his/her capacity as..... and
duly authorised thereto in terms of a resolution dated, a copy of which is
attached hereto as Annexure "B".
(Hereinafter referred to as The Contractor)

SERVICE LEVEL AGREEMENT

1. Background

1.1 This document comprises the SLA with the successful contractor.

2. Commercial Details

2.1 Depending on the hosting model / models, the CSP and the CoT will formalize the terms and conditions of the hosting with the aim of ensuring compliance with required service levels, availability as well as compliance with auditory requirements, existing and updated as part of hosting process.

Memorandum of Agreement entered into by and
between:

City of Tshwane Metropolitan Municipality

Herein represented by in his capacity as Municipal Manager and duly
authorised thereto in terms of a Council Resolution dated, a copy of which is
attached hereto as Annexure "A".

(Hereinafter referred to as the City of Tshwane ("CoT"))

and

.....

Herein represented by in his/her capacity as..... and
duly authorised thereto in terms of a resolution dated, a copy of which is
attached hereto as Annexure "B".
(Hereinafter referred to as The Contractor)

SERVICE LEVEL AGREEMENT

1. Background

- 1.1 This document comprises the SLA with the successful contractor. The SLA will cover all systems, applications and databases hosted, as per the agreed specifications. Any new / additional systems will be added as addendums to the SLA, as will any change in resources involved in the hosting process.

The SLA is to be drafted prior to hosting commencing or the period of hosting to be extended. Due to the nature of the hosting, it is envisaged that internal audit may be involved in the drafting of the SLA, which is to be accepted and agreed by all parties in the hosting, the CSP, ICT, IA and the application / software system provider. All items / points listed below need to be considered and detail provided on in the final document.

2. Commercial Details

- 2.1 Depending on the area and model for which appointed, the contractor will take overall responsibility of the service provided regarding:

2.1.1 Cloud Computing Governance - To assess and advise on the following processes:

- Whether cloud computing standards, policy and procedures have been adequately designed and implemented.
- Whether the organization ensures that customer, IT information security and business units actively participate in the governance and policy activities to align business objectives and information security capabilities of the service provider with those of the organization.
- Whether the organization has mechanisms in place to identify all providers of cloud services with which it currently does business and all cloud deployments that exist across the enterprise.

2.1.1 Identity and access management - To assess and advise on the following processes:

- Whether the identity management system is integrated effectively with cloud computing systems.
- Whether the management of personal identity information for access to computer resources, applications, data, and services are adequately controlled i.e., Customers share servers, applications, and data, one customer may obtain access to another customer's data.

2.1.2 Security incident management (to interface with and manage cloud computing incidents)

- To assess and advise on whether the security measures provided for cloud computing in place are aligned to the security policy of the organization, including the management of cloud computing security incidents.

2.1.3 Network perimeter security (as an access point to the Internet)

- To assess and advise on whether there is network security design in cloud computing which has firewall at external connectivity points, applying and maintaining stringent firewall settings, enforcing VPN for remote access, encryption and for data and authenticating all users access to the network and underlying systems.
- alignment of the CSP's detailed schemes of technical security measures in place (Intrusion Detection System (**IDS**)/Intrusion Prevention Service (**IPS**), applications, firewalls, etc.) to ensure that they meet the requirements of the City (technical infrastructure compatibility assessments).
- The performance of a readiness assessment which includes:
 - Connectivity to the CSP (bandwidth, redundancy)
 - Network security (data encryption during transfer)
 - Integration between cloud and non-cloud systems
 - User connectivity (bandwidth to the desktop or mobile devices)
- Defined and documented service components the City is responsible for managing and what the CSP would be responsible to manage in relation to network security.
- Approval of CSP's technical details by the Chief Information Security Officer (CISO) (or

equivalent authority) to ensure data privacy.

- Establishment of contractual agreement officially clarifying who is allowed to have access to the City's information and specific roles for CSP employees and external partners.
- Detailed specifications about vulnerability classification, patch management, release management and actions taken according to the severity level contained in the SLA.
- Use of hardened web browsers and/or specific end-user client applications which include appropriate security measures (anti-malware, encryption, sandboxes, etc.)
- Use of secure virtual desktops or specific browser clients when connecting to cloud applications.

2.1.4 Systems development (in which the cloud is part of the application infrastructure)

- To assess and advise on the following processes:
- Whether the cloud computing details about the software systems development life cycle (SDLC) policy and procedures are in place and ensure that the security measures that are introduced into the design are compliant with the requirements of the enterprise.
- Whether the cloud computing information about the software release management and patch management process are in place and aligned with the enterprise needs.

2.1.5 Risk management -

- To assess and advise on the following processes:
- Whether the process to manage information risk exists and is integrated into the organization's overall ERM framework. Furthermore, assess information risk management and metrics available for the information security function to manage risk within the risk tolerance of the data owner.
- Whether there are adequate risk assessment processes in place to identify, assess manage, monitor, and report risks relating to cloud computing.

2.1.6 Host Architecture: Internal controls should be in place to ensure that the CSPs have ensured that:

- Virtual images are hardened by default
- Hardened virtual images are protected from unauthorized access.
- The CSPs should be able to confirm that the virtualised image does not contain the authentication credentials.
- The host firewall should be run with only the minimum ports necessary to support the services within the virtual instance.
- The host-based intrusion prevention service (IPS) should be able to be run in the virtual instance.
- PAAS & SAAS – Application Security and internal controls to match the requirement.
- Resource Monitoring Provisioning: monitoring and controls in the event of resource overload (processing, memory, storage, network)

2.1.7 General Controls: Ensure the following addressed and document as part of services

- Documentation in the contract agreement or SLA of all controls protecting the City's information assets.
- Encryption of all sensitive assets that are being migrated to the CSP to ensure that proper key management processes are in place.
- Clearly defining the sole legal owner of any asset migrated to the CSP in the contract agreement or SLA.
- Encryption of all sensitive assets being migrated to the CSP prior to the migration to prevent disclosure.
- Internal controls that ensure that there are CSP's technical specifications and controls to ensure that the data are properly wiped in the event of contract termination.
- Clear stipulations in the contract agreement or SLA that the City is, and will remain, the data owner through the data life cycle.
- Restriction of movement of the City's information by the CSP to only those areas that are known to be compliance with the City's regulations.
- Prevention of disclosure and encryption of information assets prior to migration to the CSP.
- **Assets Management:** the provider (CSP) maintains a current list of hardware and software (applications) assets under their (cloud providers) control. Sensitivity and criticality of assets to be listed and maintained.

- **Data Classification:** location of data that would require additional protection.
- **Data And Services Portability:** manage risks related to vendor lock-in:
 - Documented procedures and application programming interfaces (APIs) for exporting data from the cloud. **API:** set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application or other services.
 - Provision by the CSP of interoperable export formats for all data stored within the cloud.
 - In the case of SaaS, standardized API interfaces.
 - Provisions for exporting user-created applications in a standard format.
 - Processes for testing that data can be exported to another cloud provider – should the client wish to change provider, for example.
 - Capabilities for the client to perform their own data extraction to verify that the format is universal and is capable of being migrated to another cloud provider.

2.1.8 Business Continuity Management

Providing continuity is important to an organisation. Although it is possible to set service level agreements detailing the minimum amount of time systems are available, there remain a number of additional considerations:

- Maintenance of documented method that details the impact of a disruption by the CSP containing:
 - The RPO (recovery point objective) and RTO (recovery time objective) for services and detail according to the criticality of the service.
 - Appropriately addressed information security activities in the restoration process.
 - Lines of communication to end customers in the event of a disruption.
 - Clearly defined roles and responsibilities of teams when dealing with a disruption.
 - The provider (CSP) to categorised the priority for recovery, and what would be the relative priority (the end customer) to be restored. Note: this may be a category (HIGH/MED/LOW).
 - Dependencies relevant to the restoration process, including suppliers and outsource partners.
 - In the event of the primary site being made unavailable, the minimum separation for the location of the secondary site.

2.1.9 Data management (for data transmitted and stored on cloud systems)

This is to assess and advice on whether data are securely transmitted and maintained to prevent unauthorized access and modification.

Confirm that data ownership of the organization is clearly defined including, cloud computing access to data and demand fees to return the data once the service contracts are terminated. Whether the data disposal in the event of contract termination, is erased immediately using the necessary tools to avoid disclosures and confidentiality breaches.

3. Escalation Procedure

- 4.1 All non-compliance, failures and faults / no response are to be documented and reported to the following person at Senior Management to escalate the call. Note that breaches have serious repercussions and may lead to termination of hosting of an application:

Name:

Tel nr:

5. Support

It is trusted that daily management of the hosting platform is done by the CSP. Detail on this needs to be provided – even if then on request of auditors for auditing and verification purposes.

The CSP will provide on-going monitoring, installation and maintenance and support of CoT system platforms and notify on planned maintenance and update windows that could affect availability and stability.

6. Advisory Service:

The CSP is to provide an advisory service in respect of new development trends that have to be planned for. The Contractor to assist in alternative solutions when budget is not available for the suggested implementation.

7. General:

7.1 Normally an automated call is generated by the Service Desk System. CoT representatives will provide a call reference number for all maintenance / installation related services. The Contractor needs to acknowledge receipt of the call and must also close the call after attending to it. In situations where no call number is available, the contractor can log such call at the service desk for reference.

7.2 CoT project managers / coordinators will liaise with the Contractor's Project Manager(s) on all projects at least 1 week in advance of the project start date.

7.3 The Contractor must manage the account and any on-site resources in a professional manner in line with City of Tshwane corporate policy.

7.4 Change Control (When required): Proper change control must be adhered to and no changes can be made unless prior approval has been obtained. All changes and expansions must be managed in accordance with Council's existing Change Control processes and procedures in line with ITIL best practice. All new projects must be deployed adhering to these principles. Asset relocation must be done if an asset is moved via change control. Any expansion, ie where new equipment is deployed or configuration changes, requires that The Contractor must update all diagrams/drawings applicable to the environment.

8. Meetings/Interaction:

The CSP must attend meetings, scoping and high-level meetings with relevant officials directly involved in this service in Council on request. The CSP to hold and minute such meetings with the ICT representative to discuss any request and hosting or related issues.

9. Reporting:

Reports will be required from time to time and must be provided free of charge on for example emergency situations, major events, monthly maintenance reports etcetera.

It will be required of the successful contractor/vendor to provide monthly reports. Reporting to be relevant to service maintenance/management and projects/programs.

The following reporting is required and must be given on at least a monthly basis:

- Availability and uptime
- Status of all service calls
- Project Summary listing all projects and their respective status
- Any other reports required by CoT, and as listed in the contract.

10. **Confidentiality:**

The Contractor is not allowed to discuss the environment with third. A Non-Disclosure Agreement will be entered into by both parties. The Contractor may not share any information about the operations of CoT with any parties outside this agreement unless CoT gave written consent.

11. **General Terms and Conditions**

The contractor can negotiate the time frames of projects / programmes with CoT before the start of the project to take the size into consideration.

Each incident/project/call is managed and tracked throughout its service lifecycle by the Service Desk and measured.

Exceptions: where calls are serviced outside of the contracted Service Level. These are to be reported on at month end, to identify failure to meet specific service level. Also note that projects/programs are measured under the SLA for projects.

Core Site List – additional to cloud hosting locations (please note the list will be amended should sites be added):

- Centurion
- TDK
- SITA Centurion

13. **Training**

13.1 Skills transfers will be done via work sessions and on-site training.

14. **Occupational Health and Safety Act**

14.1 The successful tenderer will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended

Month:

Signature:

Date:

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	GICT 01 - 2023/24	CLOSING DATE:	15 February 2024	CLOSING TIME:	10:00
DESCRIPTION	TENDER TO PROVIDE, OPERATE AND MAINTAIN THE ICT CORPORATE SERVER AND STORAGE EQUIPMENT AND RELATED SERVICES FOR A PERIOD OF 3 YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	

/SERVICES /WORKS OFFERED?		/SERVICES /WORKS OFFERED?	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Shared Service
CONTACT PERSON	Relebogile Malatswane	CONTACT PERSON	Roger Hughes
TELEPHONE NUMBER	012 358 2735	TELEPHONE NUMBER	012 358 4996
EMAIL ADDRESS	RelebogileM@tshwane.gov.za	EMAIL ADDRESS	rogerh@tshwane.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>

- 3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number
Closing Time	Closing Date

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 bidder 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 bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company 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.
.....

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

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

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 bidder 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:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. ***YES / NO**

2.2 If yes, provide particulars.

.....
.....
.....
.....

3 Has any contract been awarded to you 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? ***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4.1 Will any portion of goods or services be sourced from outside ***YES / NO**

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	Points
PRICE	90
SPECIFIC GOALS	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Specific goals	90/10 preference point system	Proof of specific goals to be submitted	Number of points claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 4 Points • 3.5 Points • 3 Points • 2.5 Points • 2 Points • 1.5 Points • 1 Point • 0.5 Points • 0 Points 	Valid Certified copy of BBEE certificate. Sworn Affidavit for BB-BEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate.	
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate	
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BEE qualifying small enterprise or Exempt Micro Enterprises, CIPC	

Specific goals	90/10 preference point system	Proof of specific goals to be submitted	Number of points claimed (90/10 system) (To be completed by the tenderer)
		registration or any other proof of ownership)	
At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	
At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.	

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.)

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (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:

.....

.....

CONTRACT FORM: PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **GICT 01 2023/24** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1.
2.
DATE:

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GICT 01 -2023/24** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

- 1
- 2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper 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).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors 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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder 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"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder 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"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.**

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GICT 01 -2023/24**

TENDER TO PROVIDE, OPERATE AND MAINTAIN THE ICT CORPORATE SERVER AND STORAGE EQUIPMENT AND RELATED SERVICES FOR A PERIOD OF 3 YEARS

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ 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.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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2. Application
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his 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 where an enterprise abroad is subsidized 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 recognized 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 of 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 consignees 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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is 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 organization 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.

1. 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 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 use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) 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 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.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in 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 organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention 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 analyzed 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 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 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 SCC.
- 10.2 Documents to be submitted by the supplier are specified in 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, services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for 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 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 twelve (12) 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 eighteen (18) 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 SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in 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 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 SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in 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 quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** 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 contracts 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 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 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 or to have minor essential services executed if an emergency arises, 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 canceling 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 fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) 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 five (5) 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, No. 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 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 antidumping 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 subsidized 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 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

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 promptly notify the purchaser 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 amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) 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, <ul style="list-style-type: none"> (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 the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>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</p> <p>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.</p>
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 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, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license 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 No. 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 No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

AND

Registration number: _____

Doc2 Version 1 3 March 2022

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

A municipality, as described in Section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in Section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by Mr Johann Mettler in his/her capacity as City Manager duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the “**CITY**”)

AND

Registration number: _____

Herein represented by _____ in his/her capacity as _____ is duly authorised thereto under and by virtue of a resolution of the board passed on _____, a copy of which is annexed as Annexure A, and who by his/her signature hereto warrants that he/she is properly authorised to sign this agreement.

(Herein referred to as the “**SERVICE PROVIDER**”)

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ANNEXURE A: BOARD RESOLUTION

ANNEXURE B: SCOPE OF WORK AND DELIVERABLES

ANNEXURE C: PAYMENT TERMS

RECORDAL:

WHEREAS the City requires various services to be provided or carried out and delivered at the service areas;

AND WHEREAS the City wishes to appoint the service provider;

AND WHEREAS the service provider wishes to provide such services;

AND WHEREAS the service provider has indicated that it has the necessary expertise, skills and capabilities to provide the service;

NOW THEREFORE, the parties have agreed to enter into this agreement, in terms of which the service provider shall provide the services in the service areas and/or delivery area, and provide maintenance and support thereof to the City in accordance with the terms and subject to the conditions of this agreement.

1. DEFINITIONS

Unless otherwise expressly stated, or if the context requires otherwise, the following words and expressions, when used in this agreement, including in this introduction, shall bear the following meanings ascribed to them:

- 1.1 **“Agreement”** means this service-level agreement and shall include any annexures, schedules, attachments, appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;
- 1.2 **“Business day”** means any day from Monday to Friday, excluding public holidays, as defined in the Public Holidays Act, 1994 (Act 36 of 1994), as amended from time to time;
- 1.3 **“Business week”** means five consecutive business days, excluding public holidays as defined in the Public Holidays Act, 1994;
- 1.4 **“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of Section 12 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);
- 1.5 **“Contact persons”** means persons identified by the parties as persons who are responsible for the execution of the agreement and whose names are set out in Clause 35 below and who can be substituted in writing from time to time;
- 1.6 **“Contract price”** means the amount reflected as the contract price in Clause 9 below;
- 1.7 **“Contract period”** means the contract period as reflected in Clause 6 below;
- 1.8 **“Effective date”**, notwithstanding the signature date, means _____;
- 1.9 **“Intellectual property”** means patents, designs, know-how, copyright, trademarks and all rights having an equivalent or similar effect which may exist anywhere in the world, introduced and required by either party to give effect to

their obligations under this agreement, owned in whole or in part by, or licenced to either party before the commencement date or developed after the commencement date, and includes all further additions and improvements to the intellectual property, otherwise pursuant to this agreement;

- 1.10 **“Month”** means a calendar month;
- 1.11 **“Parties”** means the City of Tshwane and the service provider and “party” means either of these, as the context requires;
- 1.12 **“Services”** means services to be provided by the service provider to the City as detailed in Clause 8 below;
- 1.13 **“Service provider”** means _____, a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number: _____;
- 1.14 **“Signature date”** means the date of signature of this agreement by the party signing last;
- 1.15 **“Subcontract”** means any contract, agreement or proposed contract between the service provider and any third party whereby that third party agrees to provide to the service provider the services or any part thereof;
- 1.16 **“Subcontractor”** means the third party with whom the service provider enters into a subcontract;
- 1.17 **“Tax invoice”** means the document, as required by Section 20 of the Value-added Tax Act, 1991 (Act 89 of 1991), as amended from time to time;
- 1.18 **“VAT”** means value-added tax, as defined in terms of the Value-added Tax Act, 1991.

2. INTERPRETATION

- 2.1 Headings and subheadings are inserted for information purposes only and shall not be used in the interpretation of this agreement.
- 2.2 Unless the context clearly indicates a contrary intention, any word that connotes –
 - 2.2.1 any singular shall be deemed to include a reference to the plural and *vice versa*;
 - 2.2.2 any one gender shall be deemed to include a reference to any other gender; and
 - 2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

- 2.3 The expiry or termination of this agreement shall not affect provisions of this agreement, which expressly provide that they will operate after any such expiry or termination of this agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this agreement, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 Any reference to any legislation is a reference to such legislation as at the signature date and as amended or re-enacted from time to time.
- 2.7 If any provision in a definition is a substantive provision that confers any rights or imposing any obligations on any party, then, notwithstanding that it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this agreement.

3. APPOINTMENT

The City hereby appoints the service provider, who accepts such appointment, to provide the services in accordance with the terms and subject to the conditions of this agreement.

4. PURPOSE OF THE AGREEMENT

- 4.1 The purpose of this agreement is to –
 - 4.1.1 formalise and regulate the working relationship between the parties;
 - 4.1.2 set out the roles and responsibilities of the parties; and
 - 4.1.3 define process and procedures to be followed by the parties.

5. RELATIONSHIP

Nothing in this agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties. Furthermore, the service provider acknowledges and agrees that its status under this agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City for any purpose whatsoever. The service provider shall have no authority or power to bind the City or to contract in the name of the City or create a liability against the City in any way or for any purpose.

6. DURATION

This agreement shall commence on the effective date and shall subsist for _____ years, unless terminated earlier, pursuant to Clause 32 below.

7. CONTACT PERSON

- 7.1 The work to be performed by the service provider hereunder will be supervised by City's contact person referred to in Clause 35 below.
- 7.2 The parties shall notify each other in writing from time to time of the details of the nominated contact person.
- 7.3 The contact persons shall liaise and update each other on the progress of the services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the services.
- 7.4 Either party may substitute a contact person at its discretion, provided that each party shall give the other party reasonable notice of such substitution and will provide replacement employees of equivalent ability.
- 7.5 Without derogating from the foregoing, should either party replace a contact person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of handover and overlap takes place, at its cost, between the new and the incumbent contact person.

8. SCOPE OF GENERAL SERVICES

The service provider shall, for the duration of this agreement, provide the services set out in the scope of work and in accordance with the deliverables and milestones attached hereto as Annexure B, including but not limited to the maintenance and support services, as provided for in Clause 20 below.

9. PRICE AND PAYMENT

- 9.1 The City shall pay to the service provider the contract price in the sum of R_____ (_____ rand), payable in accordance with the terms of the appointment letter, attached hereto as Annexure C, and subject to deliverables.
- 9.2 All payments under this agreement shall be made by electronic fund transfer or other forms of payment as the parties may agree upon from time to time, upon receipt of valid and undisputed tax invoices and month-end statements together with the supporting documentation from the service provider, once the undisputed tax invoices or such portion of the tax invoices which are undisputed become due and payable.
- 9.3 All amounts and other sums payable in terms of this agreement and schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

- 9.4 Unless otherwise provided in the schedules, valid tax invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by the City within 30 (thirty) days after the date of receipt by the City of the service provider's statement together with the relevant valid and undisputed tax invoice(s) and supporting documentation, but in any event no later than 90 (ninety) days of receipt of such statement.
- 9.5 Where the payment of any valid and undisputed tax invoice, or any part of the said tax invoice which is not in dispute, is not made by the due date, the service provider shall be entitled to charge interest on the outstanding amount, at the service provider's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.
- 9.6 There shall be no interest levied on a tax invoice that is in dispute between the parties.
- 9.7 The City shall pay the amount reflected on a tax invoice once the City's contact person has verified that the services set out in a schedule have been rendered and the tax invoice amount has been approved by the City.
- 9.8 All tax invoices shall be addressed to the City's contact person.
- 9.9 All payments shall be transferred by the City to the service provider electronically into the service provider's bank account, the details of which are as follows:
 - Bank: _____
 - Account type: _____
 - Account number: _____
 - Branch number: _____
- 9.10 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the service provider to the City. The City shall not be liable for any costs or damages suffered by the service provider as a result of such late payment.

10. PRICE RESTRUCTURING

- 10.1 The service provider shall be subject to a price review every year.
- 10.2 The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the service provider's contract price against the prevailing market rates.
- 10.3 In the event that it emerges that the service provider's charges regarding the contract price and other charges under this agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire similar services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the services acquired hereunder from the service provider, the City shall have the right to notify the service provider of such total delivered cost and the service provider shall have an opportunity to adjust the contract price and any other charges hereunder, on

such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.

- 10.4 If the service provider fails to do so or cannot legally do so, the City may –
- 10.4.1 acquire the services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of the City and the service provider hereunder shall be reduced accordingly;
 - 10.4.2 terminate this agreement without any penalty, liability or further obligation; or
 - 10.4.3 continue under this agreement.
- 10.5 Within 30 (thirty) calendar days of a notice by the City or at any time the City so requests, the service provider shall certify in writing to the City that it is in compliance with this clause and shall provide all information that the City reasonably requests in order to verify such compliance.

11. SERVICE LEVELS

- 11.1 The service provider recognises that the City has entered into this agreement relying specifically on the service provider's representations regarding service levels including, *inter alia* –
- 11.1.1 capacity allocations in accordance with the service to be provided; and
 - 11.1.2 all work to be performed and services rendered under this agreement shall comply with industry norms and best practice acceptable within the services industry and shall be executed by the service provider to the total satisfaction of the City.
- 11.2 The service provider shall provide suitably qualified and trained employees to provide the services to the City in terms of this agreement, and shall allocate, in its discretion, employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the service provider shall not negatively impact the provision of the services by the service provider to the City. The service provider shall also allocate employees with the technical skill and knowledge on-site at the City at all times during normal working hours, if the City so requires.
- 11.3 Among others, the service provider shall comply with and provide the services as set out in Clause 8 above.

12. WITHHOLDING OF PERFORMANCE

The service provider may not, under any circumstances, including, without limitation, non-payment by the City, withhold any services from the City during the currency of this agreement, unless it validly terminates this agreement, in terms of Clause 32 below.

13. PENALTY

- 13.1 Should the service provider fail to comply with its obligations in terms of this agreement, the City may –
 - 13.1.1 exercise its rights in terms of Clause 31 below; or
 - 13.1.2 impose a penalty on the service provider.
- 13.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.
- 13.3 Should the City choose to impose a penalty on the service provider, the City shall provide the service provider with a written notice requiring the service provider to remedy the default within 7 (seven) days from the date of delivery of the notice.
- 13.4 Should the service provider fail to remedy the default within 7 (seven) days after receiving the notice, the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, to impose a penalty, which penalty shall be a deduction of 10% of the monthly contract price for the contract period. For the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the service provider monthly, in terms of Clause 9 above.
- 13.5 Should there be a dispute as to whether the failure to deliver was caused by the City or was the service provider's fault, such dispute shall be dealt with in accordance with Clause 33 below.

14. ACCESS

- 14.1 The City shall allow the service provider reasonable access to its premises, provided that –
 - 14.1.1 access is related to the services to be provided by the service provider; and
 - 14.1.2 the service provider adheres to all rules, regulations and instructions applicable at the City's premises.
- 14.2 The service provider is required to notify the City every month of employees who are to provide services at the service areas and/or delivery areas.
- 14.3 The City shall grant the service provider and/or its employees, referred in Clause 14.2 above, access to its premises to perform its obligations in terms of this agreement.
- 14.4 The service provider and its employees shall at all times, when entering the premises and/or service areas and/or delivery areas of the City, comply with all rules, laws, regulations and policies of the City.

15. ORDERS OF GOODS

- 15.1 The service provider's contact person shall advise the City in writing of the goods required to enable the service provider to render the services. On the order form, the service provider shall set out the quantity, description of goods and the anticipated date of delivery of the goods ("delivery date").
- 15.2 The City shall confirm the order in writing and authorise the service provider to order the goods necessary for the provision of the service.
- 15.3 All orders for goods ordered under Clause 15 shall be for the separate account of the City, the cost of which shall be invoiced to the City by the service provider upon confirmation of the order, in terms of Clause 15.2 above. The City shall not be obliged to order the goods from the service provider and shall be entitled to use any company that it deems most suitable for the provision of the goods.

16. DELIVERY OF GOODS

- 16.1 The service provider shall deliver the goods on the delivery date.
- 16.2 Should the service provider be unable to deliver the goods on the delivery date, the service provider shall inform the City of its inability to deliver the goods, the reason therefor, and shall provide the City with a reasonable alternative delivery date, which, in any event, shall not be more than 14 (fourteen) days from the original delivery date.
- 16.3 In the event that the service provider is unable to deliver the goods on the delivery date 3 (three) times in a period of 6 (six) months, the City shall be entitled to terminate this agreement by giving the service provider one (1) month's written notice to terminate.
- 16.4 Upon delivery of the goods by the service provider, the City's contact person shall sign the delivery document provided by the service provider as acknowledgement of receipt of the goods. Such acknowledgement of receipt shall not constitute an acceptance –
 - 16.4.1 that the goods were received in good condition;
 - 16.4.2 that the goods were free of any defects;
 - 16.4.3 that the goods were fit for the purpose for which they were purchased; and/or
 - 16.4.4 of any terms and conditions of the delivery document.
- 16.5 In the event that the City notifies the service provider, within 5 (five) business days, that the goods delivered are not in accordance with the order, the City shall be entitled to return the goods to the service provider at the service provider's cost and the service provider shall deliver the replacement goods ordered within 5 (five) business days of taking delivery of the defective goods.

17. DEFECTIVE GOODS OR LATENT PRODUCTS

- 17.1 The service provider shall verify whether the goods received are in order and without any defects.
- 17.2 In the event that the City realises that the goods have any defect, including (but not limited to) manufacture and/or latent defects, the City shall inform the service provider in writing within 5 (five) days of becoming aware of the defect ("Notice of Defect").
- 17.3 Upon receipt of the Notice of Defect, the service provider shall immediately deliver replacement goods to the City within 14 (fourteen) business days of receiving the Notice of Defect, referred to in Clause 17.2 above, and replace the defective goods.
- 17.4 The cost of returning and replacing the defective goods shall be borne by the service provider.
- 17.5 The service provider shall be responsible for the replacement amount of any parts of the goods that are to be replaced in terms of this agreement.

18. AMENDMENT OR CANCELLATION OF PURCHASE ORDER

The City is entitled to cancel an order, reschedule delivery of the goods or change the delivery area and delivery date on 14 (fourteen) days' written notice to the service provider.

19. INSPECTION

- 19.1 The City may, at any time, inspect the goods and/or service levels of the service provider in terms of this agreement.
- 19.2 If the City is, at any time, dissatisfied with the service levels, the City shall, within 7 (seven) days, notify the service provider in writing of the failure or default.
- 19.3 The service provider shall immediately upon receipt of written demand by the City remedy such failure or default, within 7 (seven) business days from the date of receipt of the notice, free of charge.
- 19.4 Should the service provider fail to remedy the failure or default referred to above, the City shall have the right to impose penalties as provided for in Clause 12 above or invoke the provisions of clauses and/or Clause 31 below.
 - 19.4.1 To enable the City to determine whether the goods and/or services rendered in terms of this agreement are being complied with, the service provider shall –
 - 19.4.1.1 provide the City with such information as it may reasonably require;
 - 19.4.1.2 allow the City to inspect and take copies of any records of the service provider relating to the goods and/or services, including all hardware, software, data, information, visuals,

procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence; or

- 19.4.1.3 allow the City or its authorised representatives to conduct interviews with any of the service provider's employees, subject to reasonable notice being given to the service provider.

19.5 Service provider to provide reasonable assistance

19.5.1 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the service provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

19.5.2 Any information required to be provided to the City, pursuant to Clause 19, shall be provided by the service provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

19.5.3 The cost of any inspection contemplated in terms of Clause 19 shall be for the account of the City unless any material irregularity or failure on the part of the service provider is determined by the City in the course of such inspection.

19.6 The inspection contemplated in this agreement will be conducted –

19.6.1 during normal business hours; and

19.6.2 where the circumstances justify it, on reasonable notice to the service provider, with the minimum interference in the provision of the services and the service provider's other operations.

20. MAINTENANCE AND SUPPORT

The essential and critical elements of the maintenance and support to be provided by the service provider to the City shall be detailed in the scope of work attached hereto as Annexure B.

21. TRAINING

If required, the service provider shall, after delivery and installation of the goods, and as part of maintenance and support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the goods.

22. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

22.1 Service warranties

22.1.1 The service provider warrants that, in relation to each service provided in terms of this agreement, –

- 22.1.1.1 it has full capacity and authority to enter into and perform this agreement, and that this agreement is executed by duly authorised representatives of the service provider;
- 22.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the services in an expert manner;
- 22.1.1.3 it will discharge its obligations under this agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
- 22.1.1.4 all work performed and services rendered under this agreement shall comply with prevailing practice, standards and specifications within the industry;
- 22.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its personnel and for withholding and remitting income tax for its personnel in conformance with any applicable laws and regulations;
- 22.1.1.6 the use or possession by the City of any materials will not subject the City to any claim for infringement of any intellectual property rights of any third party;
- 22.1.1.7 it will, with promptness and diligence, and in a skilful manner and in accordance with the practices and professional standards of operations, perform services and/or deliver goods;
- 22.1.1.8 its services and/or goods will, in all aspects, comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;
- 22.1.1.9 it will use and adopt any standards, processes and procedures required under this agreement;
- 22.1.1.10 it shall employ suitably qualified and trained employees to provide the services and/or goods to the City and it shall allocate employees in accordance with the technical skills and knowledge required;
- 22.1.1.11 the goods and/or services will be free from any defects in material and workmanship;
- 22.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the services and/or processing the goods;

- 22.1.1.13 it will maintain and cause to be maintained the highest standard of care and diligence in providing the services, maintenance and support;
- 22.1.1.14 it will ensure that all applicable laws are observed;
- 22.1.1.15 without derogating from the generality of the foregoing, it will strictly adhere to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the goods; and
- 22.1.1.16 it guarantees that the goods shall be in good working condition for the warranty and/or maintenance period of the goods, and that the service provider shall be responsible for the costs of repair of the goods should the goods require to be repaired to their normal use.

22.2 Indemnity

22.2.1 The service provider hereby indemnifies the City against any claim which may be brought against the City by the service provider's personnel or a third party arising from the execution of this agreement or which arises against the City as a result of the service provider's breach of any of the provisions of this agreement. This is provided that the City notifies the service provider in writing within a reasonable time, and, in any event, no less than 14 (fourteen) business days of the City becoming aware of any such claim to enable the service provider to take steps to contest it. The City shall provide the service provider with such reasonable assistance as may be necessary to enable the service provider to defend the claim to the extent only that it is in a position to render such assistance. The service provider may, within 5 (five) business days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto. This is provided that the service provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

23. SERVICE PROVIDER'S PERSONNEL

23.1 Liability for criminal acts of employees

The service provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the service provider which arises within the course and scope of such employee's employment with the service provider.

23.2 Character of employees

23.2.1 Due to the confidential nature of certain aspects of the services and the position of trust which the service provider's employees will fulfil, the service provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons, who display the highest standards of personal integrity and honesty, and who have not, to their knowledge, been convicted of any crime.

23.2.2 The service provider shall, at its own cost, conduct all reasonable background checks into its employees before using them to provide the services in terms of this agreement.

23.3 The City shall conduct all reasonable background checks into the service provider's employees from time to time, where it deems it necessary to do so.

24. STATUTORY AND EMPLOYMENT ISSUES

24.1 The service provider shall comply with all employment legislation

24.1.1 The service provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, 1995 (Act 66 of 1995), the Basic Conditions of Employment Act, 1977 (Act 75 of 1997), the Employment Equity Act, 1998 (Act 55 of 1998) and any other applicable employment legislation currently in force.

24.1.2 The service provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the service provider shall immediately take all steps to remedy such contravention. If the City advises the service provider of any contravention of such legislation in writing, the service provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and result thereof.

24.2 No employment

The service provider warrants that none of its personnel shall be regarded as employees of the City. The service provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the service provider's personnel should the City defend the matter. The service provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

24.3 Occupational Health and Safety Act, 1993

The service provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)

and it indemnifies the City against any claim which may arise in respect of such act by its personnel against the City.

25. SUBCONTRACTING

- 25.1 The service provider may not subcontract the whole of or any portion of the services in terms of this agreement to any third party without the prior consent of the City.
- 25.2 In the event the service provider wishes to subcontract the whole of or any portion of the services in terms of this agreement, it shall apply to the City in writing for consent to do so.
- 25.3 In its application, the service provider shall give the name of the subcontractor, the subcontractor's obligations, the proposed date of commencement of the subcontract, which shall include the fees payable to the subcontractor, and a report of the background security check on the subcontractor's suitability, financial and otherwise.
- 25.4 The City may, in its sole and absolute discretion, refuse consent to subcontract. In the event the City approves the subcontracting of the whole of or any portion of the services in terms of this agreement, –
 - 25.4.1 the service provider shall ensure that the subcontractor's BBEE level is equal or better than that of the service provider, its price is competitive and it has the capacity to provide the service;
 - 25.4.2 such subcontracting shall not absolve the service provider from the responsibility of achieving the service levels or complying with its obligations in terms of this agreement, and the service provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such subcontracting;
 - 25.4.3 the service provider shall, at all times, remain the sole point of contact for the City in respect of the acquisition of services by the City; and
 - 25.4.4 no such subcontracting shall have any effect on the contract price and charges payable by the City to the service provider in terms of this agreement.

26. CONFIDENTIALITY

- 26.1 The service provider acknowledges that all information relating to the City's confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers and relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business ("confidential information") shall

remain confidential and shall not be made known unless the City has given written consent to do so.

- 26.2 The information provided by the City in the context of this agreement is confidential information and the service provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.
- 26.3 The service provider undertakes to not disclose any such confidential information. However, there will be no obligation of confidentiality or restriction on use where –
- 26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving party;
 - 26.3.2 the information was already known to the receiving party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the parties or their affiliates; or
 - 26.3.3 the information was received from a third party not in breach of an obligation of confidentiality.

27. INTELLECTUAL PROPERTY RIGHTS

- 27.1 All intellectual property rights of the contractor and/or third party vest in the contractor and/or third party, as appropriate.
- 27.2 All rights in the City name and logo remain the absolute property of the City.
- 27.3 The contractor warrants that no aspect of the services provided in terms thereof will infringe any patent, design, copyright, trademark, trade secret or other proprietary right of any third party.
- 27.4 The contractor shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any intellectual property rights.
- 27.5 In the event the City becomes aware of any such infringement, the contractor shall, at its cost, defend the City against any claim that the services infringe any such third party intellectual property rights, provided that the City gives notice to the contractor of such claim and the contractor controls the defence thereof. The contractor further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.
- 27.6 Should any claim be made against the City by any third party in terms of Clause 27.1 above, the City shall give the contractor written notice thereof within 3 (three) days of becoming aware of such claim to enable the contractor to take steps to contest it.

- 27.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the contractor shall, at its discretion and within 30 (thirty) days of the services having been found to infringe, at its own cost, –
- 27.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement;
 - 27.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement;
 - 27.7.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
 - 27.7.4 withdraw the subject of infringement.

28. FORCE MAJEURE

- 28.1 For the purposes hereof, “*force majeure*” shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming *force majeure* and comprehended in the terms thereof.
- 28.2 If *force majeure* causes delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this agreement shall be suspended for the period agreed in writing between the parties.
- 28.3 In the event of circumstances arising which the other party believes that it constitutes a *force majeure* (“the affected party”), such affected party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other party. The parties shall agree, in writing, to suspend the implementation of this agreement for a specific period (“agreed period”).
- 28.4 In the event that both parties reasonably believe that the affected party shall be unable to continue to perform its obligations after the agreed period, either party shall be entitled to terminate this agreement without further notice to the other party.
- 28.5 The party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall give notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this agreement by a period equal to the time that its performance is so prevented.

29. CESSION

The service provider shall not be entitled to cede, assign or transfer in any other way and/or alienate its rights and obligations in terms of this agreement without the prior written consent of the City.

30. CHANGE OF CONTROL OR CIRCUMSTANCE

- 30.1 The service provider shall notify the City in writing of any change in the service provider's shareholding or membership or any change in the service provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the service provider). The City may terminate this agreement upon becoming aware of such material change.
- 30.2 The parties agree that should there be a change, as envisaged in Clause 30.1 above, the service provider will no longer exist and a new third party or entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the service provider's rights and obligations in terms of this agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.
- 30.3 The service provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the service provider to provide the goods and/or services. In the event that any material change or circumstance occurs and the service provider fails to inform the City of such a change or circumstance, the service provider shall be deemed to have breached a material term of this agreement and the City shall be entitled to cancel the agreement on 1 (one) month's prior notice.

31. BREACH

- 31.1 Subject to Clause 30.3 above, should either party commit a breach of any term of this agreement ("the defaulting party") then the affected party ("aggrieved party") shall be entitled to inform the defaulting party in writing to remedy such failure or default within 5 (five) business days. Should the defaulting party fail to remedy the breach within 5 (five) business days after receipt of the notice, the aggrieved party shall be entitled, without prejudice to any of its rights under this agreement or law, to –
- 31.1.1 immediately terminate this agreement without giving written notice and claim damages (which shall include legal costs on an attorney or client scale);
- 31.1.2 request specific performance and claim damages (which shall include legal costs on an attorney or client scale); or
- 31.1.3 impose penalties as provided for in Clause 13 above.

32. EARLY TERMINATION

The City shall have the right to terminate this agreement by giving 30 (thirty) days' notice in writing to the service provider of its intention to terminate the agreement.

33. DISPUTES

33.1 Save for Clause 31 above or any other clause in this agreement which provides for its own remedy, should any dispute arise between the parties in respect of or pursuant to this agreement, including, without limiting the generality of the foregoing, any dispute relating to –

33.1.1 the interpretation of the agreement;

33.1.2 the performance of any of the terms of the agreement;

33.1.3 any of the parties' rights and obligations;

33.1.4 any procedure to be followed;

33.1.5 the termination or cancellation or breach of this agreement; or

33.1.6 the rectification or repudiation of this agreement,

any party may give the other party written notice of such dispute, in which event the provisions below shall apply.

33.2 Within 7 (seven) days of the declaration of such dispute, the parties' representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the parties may agree, either prior to or concurrently with arbitration) the provisions of Clause 33 shall apply.

33.3 If the parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either party may, on written notice to the other party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 1965 (Act 42 of 1965).

33.4 The arbitration shall be held under the provisions of the Arbitration Act, 1965 provided that the arbitration shall be –

33.4.1 at any place which the parties agree, in writing, to be mutually convenient; and

33.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

33.5 If the arbitration is –

33.5.1 a legal matter, then the arbitrator shall be a practising advocate or a practising attorney of no less than 10 (ten) years' standing;

- 33.5.2 an accounting matter, then the arbitrator shall be a practising chartered accountant of no less than 10 (ten) years' standing; and
- 33.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.
- 33.6 Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the parties, by the president for the time being of the Law Society of the Northern Provinces.
- 33.7 Should the parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, it shall be deemed to be a dispute of a legal nature.
- 33.8 The arbitrator may –
 - 33.8.1 investigate or cause to be investigated any matter, fact or thing which he/she considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all documents and records of any party that have a bearing on the dispute;
 - 33.8.2 interview and question under oath the parties or any of their representatives;
 - 33.8.3 decide the dispute according to what he/she considers just and equitable in the circumstances; and
 - 33.8.4 make such award, including an award for specific performance, damages or otherwise, as he/she in his/her discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.
- 33.9 The arbitrator's decision and award shall be in writing with reasons and shall be subject to appeal by either party.
- 33.10 Subject to the provisions of Clause 33.9 above, the arbitrator's award may, on application by either party to a court of competent jurisdiction and after due notice is given to the other party, be made an order of court.
- 33.11 Notwithstanding the provisions of Clauses 33.1, 33.2, 33.3, 33.4, 33.5, 33.6 and 33.7 above, in the event of either party having a claim against the other party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other party having such a claim shall be entitled to institute action therefor in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other party may dispute the claim.

33.12 The provisions of Clause 33 are severable from the rest of this agreement and shall remain in effect even where this agreement is terminated or cancelled for any reason.

34. LAWS AND JURISDICTION

34.1 This agreement shall be governed by and interpreted according to the law of the Republic of South Africa.

34.2 Each party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this agreement, including its termination. Each party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (in Pretoria)).

35. NOTICES AND COMMUNICATION

35.1 The Parties choose, as their respective *domicilium citandi et executandi* (hereinafter referred to as the “*domicilium*”) and for the delivery of any notices arising out of the agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communication of whatsoever nature (including the exercise of any option), the address, as set out below.

35.1.1 The City:

2nd Floor, Block D
Tshwane House
320 Madiba Street
Pretoria CBD
0001

Attention: _____
Telephone: _____
Fax: 086 214 9544
Email: _____

35.1.2 The service provider:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

35.2 Each party shall be entitled, from time to time, by written notice to the other party, to vary its *domicilium* to any other address, which is not a post office box or *poste restante*.

- 35.3 Any notice given and any payment made by any party to another party (hereinafter referred to as “the addressee”) which –
- 35.3.1 is delivered by hand during normal business hours of the addressee at the addressee’s *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
 - 35.3.2 is posted by prepaid registered post to the addressee at the addressee’s *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting; or
 - 35.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.
- 35.4 Any notice or communication required or permitted in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by facsimile.
- 35.5 Notwithstanding anything to the contrary in this agreement, a notice or communication actually received by one party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

36. GENERAL AND MISCELLANEOUS

36.1 Sole record of agreement

This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

36.2 No amendment except in writing

No addition to, variation of or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

36.3 Waivers

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

36.4 Survival of obligations

Any provision of this agreement which contemplates performance or observance subsequent to any termination or expiration of this agreement shall survive any termination or expiration of this agreement and continue in full force and effect.

36.5 Approvals and consents

An approval or consent given by a party under this agreement shall only be valid if in writing and shall not relieve the other party from the responsibility of complying with the requirements of this agreement nor shall it be construed as a waiver of any rights under this agreement, except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

37. EXECUTION

37.1 This agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

37.2 The signatories to this agreement, by their signature, warrant their authority to enter into this agreement and the capacity of their principal, if signing in a representative capacity, to enter into this agreement.

Signed at on this day of 20.....

Witnesses:

1.

2.

**For and on behalf of the City of
Tshwane Metropolitan
Municipality
(duly represented by Mr Johann
Mettler)**

Signed at on this day of 20.....

Witnesses:

1.
2.

For and on behalf of

(duly represented by

_____)

ANNEXURE A

RESOLUTION OF THE BOARD

Resolution by the board of directors of _____
(the "company") made at a meeting held at _____ on
_____ 20__.

NOTED: THAT _____ intends to enter into an agreement with the City of Tshwane Metropolitan Municipality in terms of which the company shall provide various services (the "agreement") on the terms and subject to the conditions of the agreement to which this resolution is attached as Annexure A.

RESOLVED:

THAT the company approves and enters into the agreement on the terms and subject to the conditions of the agreement to which this resolution is attached.

THAT _____ in his/her capacity as a _____ of the company, be and is hereby authorised to negotiate, settle and sign the agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of the company.

Read and confirmed

CHAIRPERSON/COMPANY SECRETARY

ANNEXURE B
SCOPE OF WORK AND DELIVERABLES

ANNEXURE C
PAYMENT TERMS