

TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTAIN A SUPPLY CHAIN MANAGEMENT SOLUTION (DEMAND MANAGEMENT, SUPPLIER ON-BOARDING, SOURCING AND PURCHASING) FOR THE CITY OF CAPE TOWN

VOLUME 1: TENDERING PROCEDURES

R200 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

TENDER SERIAL NO.:	
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING	
1	
2	
3	

TABLE OF CONTENTS

VOLUME 1: THE TENDER	3
(1) GENERAL TENDER INFORMATION	3
(2) CONDITIONS OF TENDER	4
VOLUME 2: RETURNABLE DOCUMENTS	37
(3) DETAILS OF TENDERER	37
(4) FORM OF OFFER AND ACCEPTANCE	39
(5) PRICE SCHEDULE	42
(6) SUPPORTING SCHEDULES	69
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	69
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	70
SCHEDULE 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	72
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	75
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	78
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	79
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	81
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION	82
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	84
SCHEDULE 10: PRICE BASIS FOR IMPORTED RESOURCES	85
SCHEDULE 11: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	86
SCHEDULE 12: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	87
SCHEDULE 13: INFORMATION TO BE PROVIDED WITH THE TENDER	88
VOLUME 3: DRAFT CONTRACT	166
(7) SPECIAL CONDITIONS OF CONTRACT	166
(8) GENERAL CONDITIONS OF CONTRACT	180
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	190
(10) FORM OF ADVANCE PAYMENT GUARANTEE	191
(10.1) ADVANCE PAYMENT SCHEDULE	192
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	193
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)	194
(13) SPECIFICATION(S)	195
(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)	265

VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	29 September 2023
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 20 October 2023 (Compulsory)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Compulsory Briefing Session 20 October 2023 at 10:00 IS&T Boardroom, 4 th Floor, Podium Block, Civic Centre as well as via Skype on the link below: https://meet.capetown.gov.za/sikhulule.mbekeni/NF9QRYB4
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender &Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO.071S/2023/24: SUPPLY INSTALL AND MAINTAIN A SUPPLY CHAIN MANAGEMENT SOLUTION (DEMAND MANAGEMENT, SUPPLIER ON-BOARDING, SOURCING AND PURCHASING) FOR THE CITY OF CAPE TOWN the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Email: CAR.Tenders@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give

written reasons for such action upon receiving a written request to do so.

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a single tenderer for the allocation of work. The CCT reserves the right to appoint a standby tenderer i.e. the highest ranked tenderer “the winner” and in addition a “standby tenderer”. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

The contract period shall be for a period of **seven (7) years, but not exceeding 7 financial years** from the commencement date of the contract, not exceeding 30 June 2031. The contract will be awarded with an option to extend for further three (3) years subject to performance and any other deemed necessary reviews. The extension of the contract to be implemented at the sole discretion of the City. This tender will be awarded subject to application of Section 33 of the Local Government Municipal Finance Management Act 56 of 2003.

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

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

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

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

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

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

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

2.1.6.7 Compliance to the City's Appeals Policy.

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

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

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

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

2.1.7 City of Cape Town Supplier Database Registration

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

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

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

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

your organization when joining the Skype meeting.

2.2.1.1.4 Mandatory Requirement: OSM Accreditation/ Authorisation

Tenderers must be authorised or accredited by the OSM or copyright holder to sell, distribute, implement and support the software solution and manage any warranty processes and escalations as and when required. Alternatively, should the authorization / accreditation be from a distributor, then a proof of authorization, authorizing the distributor to resell and/or authorize others by the OSM or copyright holder, must be submitted.

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

2.2.1.1.5 Minimum score for functionality

Responsive tenders will be evaluated in two parts (Part A and Part B). In Part A the Tenderer's ability to deliver and experience will be evaluated. All bidders scoring a total score of less than **80%** in **Part A** will be considered non-responsive.

Bidders who passed Part A of the evaluation will undergo Part B of the evaluation. In Part B the demonstration of the solution provided by the tenderer on an electronic storage device (Eg, Memory Stick) will be evaluated to enable the City to review the functionality of the solution proposed. The demonstration must be a recorded execution of the steps relating to each of the below requirements, i.e. not just screen shots. The screen shots can be recorded to accompany the demonstration. The City reserve the right to request for a live demonstration if needed in support of the demonstration submitted on an electronic storage device with the tender submission.

Only those tenders that achieve the minimum score of **80%** for functionality in **Part B** of the evaluation will be declared responsive. Successful tenders will be further evaluated in terms of price and preference points.

Part A: Tenderer's ability to deliver and experience

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

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

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

Ability to deliver and experience:

Item	Evaluation Criteria	Applicable values	Points	Area Points	Maximum Points
1	<p>Experience of the Tendering Entity providing Supply Chain Management (SCM) Solutions</p> <p>Tenderer to demonstrate knowledge and experience in supply, implementation, transitioning, maintaining and supporting the relevant Supply Chain Management (SCM) Solution in all four areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing as stipulated in Section 13 (Paragraphs 13.6.1 to 13.6.4) with a completion date in the last 5 years.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of a volume report from the manufacturer, reference letters on the referee's letterhead, specifying the details and scope of the SCM solution, Role performed (Main Contractor, Sub-Contractor, etc.), the number of continuous years they have been actively receiving the relevant SCM solution from the tenderer, as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the average number of years providing SCM Solutions in all three areas, as confirmed in the evidence. Please respond to this functional requirement and provide evidence to your response in Schedule 13B: Information to be provided with the Tender.</p>				20 Points
1.1	Demonstrate knowledge and experience in supply, implementation, transitioning, maintaining and supporting the relevant Supply Chain Management (SCM) Solution in the area of Demand Management.	<ul style="list-style-type: none"> • < 1 years • ≥ 1 and < 3 years • ≥ 3 and < 5 years • ≥ 5 years 	0 points 2 points 3 points 5 points	5 Points	
1.2	Demonstrate knowledge and experience in supply, implementation, transitioning, maintaining and supporting the relevant Supply Chain Management (SCM) Solution in the area of Supplier On-boarding.	<ul style="list-style-type: none"> • < 1 years • ≥ 1 and < 3 years • ≥ 3 and < 5 years • ≥ 5 years 	0 points 2 points 3 points 5 points	5 Points	
1.3	Demonstrate knowledge and experience in supply, implementation, transitioning, maintaining and supporting the relevant Supply Chain Management (SCM) Solution in the area of Sourcing.	<ul style="list-style-type: none"> • < 1 years • ≥ 1 and < 3 years • ≥ 3 and < 5 years • ≥ 5 years 	0 points 2 points 3 points 5 points	5 Points	
1.4	Demonstrate knowledge and experience in supply, implementation, transitioning, maintaining and supporting the relevant Supply Chain Management (SCM) Solution in the area of Purchasing.	<ul style="list-style-type: none"> • < 1 years • ≥ 1 and < 3 years • ≥ 3 and < 5 years • ≥ 5 years 	0 points 2 points 3 points 5 points	5 Points	

Item	Evaluation Criteria	Applicable values	Points	Area Points	Maximum Points
2	<p>Experience of the Tendering Entity in the implementation Supply Chain Management (SCM) Solutions</p> <p>Tenderer to demonstrate knowledge and experience in, implementation of a relevant Supply Chain Management (SCM) Solution in all four areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing as stipulated in Section 13 (Paragraphs 13.6.1 to 13.6.4) with a completion date in the last 5 years, indicating the number of implementations.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of a volume report from the manufacturer, reference letters on the referee's letterhead, specifying the details and scope of the SCM solution, Role performed (Main Contractor, Sub-Contractor, etc.), the number of implementations of the relevant SCM solution they have been actively receiving from the tenderer, as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the cumulative number of implementations of SCM Solutions in all three areas, as confirmed in the evidence. Please respond to this functional requirement and provide evidence to your response in Schedule 13C: Information to be provided with the Tender.</p>				40 Points
2.1	Demonstrate knowledge and experience in, implementation of a relevant Supply Chain Management (SCM) Solution in the area of Demand Management , indicating the number of implementations.	<ul style="list-style-type: none"> • <1 implementation • ≥ 1 and < 3 implementations • ≥ 3 and < 5 implementations • ≥ 5 implementations 	0 points 4 points 7 points 10 points	10 Points	
2.2	Demonstrate knowledge and experience in, implementation of a relevant Supply Chain Management (SCM) Solution in the area of Supplier On-boarding , indicating the number of implementations.	<ul style="list-style-type: none"> • <1 implementation • ≥ 1 and < 3 implementations • ≥ 3 and < 5 implementations • ≥ 5 implementations 	0 points 4 points 7 points 10 points	10 Points	
2.3	Demonstrate knowledge and experience in, implementation of a relevant Supply Chain Management (SCM) Solution in the area of Sourcing , indicating the number of implementations.	<ul style="list-style-type: none"> • <1 implementation • ≥ 1 and < 3 implementations • ≥ 3 and < 5 implementations • ≥ 5 implementations 	0 points 4 points 7 points 10 points	10 Points	
2.4	Demonstrate knowledge and experience in, implementation of a relevant Supply Chain Management (SCM) Solution in the area of Purchasing , indicating the number of implementations.	<ul style="list-style-type: none"> • <1 implementation • ≥ 1 and < 3 implementations • ≥ 3 and < 5 implementations • ≥ 5 implementations 	0 points 4 points 7 points 10 points	10 Points	

Item	Evaluation Criteria	Applicable values	Points	Area Points	Maximum Points
3	<p>Size of Implementation where a Supply Chain Management (SCM) Solution has been implemented by the Tendering Entity (Internal Users)</p> <p>Tenderer to demonstrate the size of the implementation of a relevant SCM solution in the areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing as stipulated in Section 13 (Paragraphs 13.6.1 to 13.6.4) has been implemented at their clients, indicating the number of internal users.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of internal users, as well as all the referee's contact details.</p> <p>Scoring will be based on the average number of internal users, as provided in the evidence. Please respond to this functional requirement and provide evidence to your response in Schedule 13D: Information to be provided with the Tender.</p>				20 Points
3.1	Demonstrate the size of the implementation of a relevant SCM solution in the area of Demand Management indicating the number of internal users .	<ul style="list-style-type: none"> • < 100 Internal users • ≥ 100 but < 200 Internal users • ≥ 200 but < 300 Internal users • ≥ 300 and < 500 Internal users • ≥ 500 Internal users 	0 points 2 point 3 points 4 points 5 points	5 Points	
3.2	Demonstrate the size of the implementation of a relevant SCM solution in the area of Supplier On-boarding indicating the number of internal users .	<ul style="list-style-type: none"> • < 100 Internal users • ≥ 100 but < 200 Internal users • ≥ 200 but < 300 Internal users • ≥ 300 and < 500 Internal users • ≥ 500 Internal users 	0 points 2 point 3 points 4 points 5 points	5 Points	

Item	Evaluation Criteria	Applicable values	Points	Area Points	Maximum Points
3.3	Demonstrate the size of the implementation of a relevant SCM solution in the area of Sourcing indicating the number of internal users .	<ul style="list-style-type: none"> • < 100 Internal users • ≥ 100 but < 200 Internal users • ≥ 200 but < 300 Internal users • ≥ 300 and < 500 Internal users • ≥ 500 Internal users 	0 points 2 point 3 points 4 points 5 points	5 Points	
3.4	Demonstrate the size of the implementation of a relevant SCM solution in the area of Purchasing indicating the number of internal users .	<ul style="list-style-type: none"> • < 100 Internal users • ≥ 100 but < 200 Internal users • ≥ 200 but < 300 Internal users • ≥ 300 and < 500 Internal users • ≥ 500 Internal users 	0 points 2 point 3 points 4 points 5 points	5 Points	

Item	Evaluation Criteria	Applicable values	Points	Area Points	Maximum Points
4	<p>Size of Implementation where a Supply Chain Management (SCM) Solution has been implemented by the Tendering Entity (External Users)</p> <p>Tenderer to demonstrate the size of the implementation of a relevant SCM solution in the areas of Supplier On-boarding, Sourcing and Purchasing as stipulated in Section 13 (Paragraphs 13.6.1 to 13.6.4) has been implemented at their clients, indicating the number of external users.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of external users, as well as all the referee's contact details.</p> <p>Scoring will be based on the average number of external users, as provided in the evidence. Please respond to this functional requirement and provide evidence to your response in Schedule 13E: Information to be provided with the Tender.</p>				15 Points
4.1	Demonstrate the size of the implementation of a relevant SCM solution in the area of Supplier On-boarding , indicating the number of external users .	<ul style="list-style-type: none"> • < 1000 External users • ≥ 1000 but < 5 000 External users • ≥ 5 000 but < 10 000 External users • ≥ 10 000 and < 15 000 External users • ≥ 15 000 External users 	0 points 2 points 3 points 4 points 5 points	5 Points	
4.2	Demonstrate the size of the implementation of a relevant SCM solution in the area of Sourcing , indicating the number of external users .	<ul style="list-style-type: none"> • < 1000 External users • ≥ 1000 but < 5 000 External users • ≥ 5 000 but < 10 000 External users • ≥ 10 000 and < 15 000 External users • ≥ 15 000 External users 	0 points 2 points 3 points 4 points 5 points	5 Points	
4.3	Demonstrate the size of the implementation of a relevant SCM solution in the area of Purchasing , indicating the number of external users .	<ul style="list-style-type: none"> • < 1000 External users • ≥ 1000 but < 5 000 External users • ≥ 5 000 but < 10 000 External users • ≥ 10 000 and < 15 000 External users • ≥ 15 000 External users 	0 points 2 points 3 points 4 points 5 points	5 Points	

Item	Evaluation Criteria	Applicable values	Points	Area Points	Maximum Points
5	Operational Experience of the Tendering Entity Tenderer to demonstrate relevant experience in post implementation software maintenance and support of a relevant Supply Chain Management (SCM) Solution in the areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing as stipulated in Section 13 (Paragraphs 13.6.1 to 13.6.4). Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of years providing operational maintenance and support, Role performed (Main Contractor, Sub-Contractor, etc.), as well as all the referee's verifiable contact details. Scoring will be based on the average number of years in post implementation software maintenance and support of SCM Solutions in all four areas, as provided in the evidence. Please respond to this functional requirement and provide evidence to your response in Schedule 13F: Information to be provided with the Tender.				40 Points
5.1	Demonstrate relevant experience in post implementation software maintenance and support of a relevant Supply Chain Management (SCM) Solution in the area of Demand Management.	<ul style="list-style-type: none"> • < 1 years • ≥ 1 and < 3 years • ≥ 3 and < 5 years • ≥ 5 years 	0 points 4 points 7 points 10 points	10 Points	
5.2	Demonstrate relevant experience in post implementation software maintenance and support of a relevant Supply Chain Management (SCM) Solution in the area of Supplier On-boarding	<ul style="list-style-type: none"> • < 1 years • ≥ 1 and < 3 years • ≥ 3 and < 5 years • ≥ 5 years 	0 points 4 points 7 points 10 points	10 Points	
5.3	Demonstrate relevant experience in post implementation software maintenance and support of a relevant Supply Chain Management (SCM) Solution in the area of Sourcing	<ul style="list-style-type: none"> • < 1 years • ≥ 1 and < 3 years • ≥ 3 and < 5 years • ≥ 5 years 	0 points 4 points 7 points 10 points	10 Points	
5.4	Demonstrate relevant experience in post implementation software maintenance and support of a relevant Supply Chain Management (SCM) Solution in the area of Purchasing	<ul style="list-style-type: none"> • < 1 years • ≥ 1 and < 3 years • ≥ 3 and < 5 years • ≥ 5 years 	0 points 4 points 7 points 10 points	10 Points	

Item	Evaluation Criteria	Applicable values	Points	Area Points	Maximum Points
6	<p>Previous Comparable Project and Client</p> <p>Tenderer to demonstrate where relevant Supply Chain Management (SCM) solutions in the areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing as stipulated in Section 13 (Paragraphs 13.6.1 to 13.6.4), have been implemented with a completion date in the last 5 years comparable to the scope and requirements of City of Cape Town.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, identifying the client in terms of Solution provided Role performed (Main Contractor, Sub-Contractor, etc.), where a Supply Chain Management (SCM) solution was implemented as well as all the referee's verifiable contact details. Clearly identify if the client is a Public Sector client.</p> <p>Scoring will be based on the cumulative number of clients, as confirmed in the evidence. For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of 300 internal system users. A Project / Client with less than 300 internal system users will therefore not be scored. This excludes clients within the Public Sector. Please respond to this functionality requirement and provide evidence to your response in Schedule 13G: Information to be provided with the Tender.</p>				20 Points
6.1	Demonstrate where relevant Supply Chain Management (SCM) solutions in the area of Demand Management has been implemented comparable to the scope and requirements of City of Cape Town.	<ul style="list-style-type: none"> • 0 clients • < 3 clients • ≥ 3 but < 5 clients • ≥ 3 but ≤ 5 clients with at least 1 client in the Public sector • > 5 clients • ≥ 5 clients with at least 1 client in the Public sector 	0 points 1 points 2 points 3 points 4 points 5 points	5 Points	
6.2	Demonstrate where relevant Supply Chain Management (SCM) solutions in the area of Supplier On-boarding has been implemented comparable to the scope and requirements of City of Cape Town.	<ul style="list-style-type: none"> • 0 clients • < 3 clients • ≥ 3 but < 5 clients • ≥ 3 but ≤ 5 clients with at least 1 client in the Public sector • > 5 clients • ≥ 5 clients with at least 1 client in the Public sector 	0 points 1 points 2 points 3 points 4 points 5 points	5 Points	

Item	Evaluation Criteria	Applicable values	Points	Area Points	Maximum Points
6.3	Demonstrate where relevant Supply Chain Management (SCM) solutions in the area of Sourcing has been implemented comparable to the scope and requirements of City of Cape Town.	<ul style="list-style-type: none"> • 0 clients • < 3 clients • ≥ 3 but < 5 clients • ≥ 3 but ≤ 5 clients with at least 1 client in the Public sector • > 5 clients • ≥ 5 clients with at least 1 client in the Public sector 	0 points 1 points 2 points 3 points 4 points 5 points	5 Points	
6.4	Demonstrate where relevant Supply Chain Management (SCM) solutions in the area of Purchasing has been implemented comparable to the scope and requirements of City of Cape Town.	<ul style="list-style-type: none"> • 0 clients • < 3 clients • ≥ 3 but < 5 clients • ≥ 3 but ≤ 5 clients with at least 1 client in the Public sector • > 5 clients • ≥ 5 clients with at least 1 client in the Public sector 	0 points 1 points 2 points 3 points 4 points 5 points	5 Points	
	Total				155 Points

The minimum qualifying score for functionality is **80%** or **124** out of a maximum of **155** to advance to the second step of evaluation.

Part B of Evaluation: Demonstration of Solution offered.

In Part B the demonstration of the solution provided by the tenderer on an electronic storage device (Eg, Memory Stick) will be evaluated to enable the City to review the functionality of the solution proposed. The demonstration must be a recorded execution of the steps relating to each of the below requirements, i.e. not just screen shots. The screen shots can be recorded to accompany the demonstration. The City reserve the right to request for a live demonstration if needed in support of the demonstration submitted on an electronic storage device with the tender submission. Tenderers **MUST** complete **Schedule 13Y** with demonstration of the solution included on an electronic storage device (Eg, Memory Stick)

Bidders will be scored as follows on all evaluation criteria based on the degree to which the bidder can comply with the tender specification:

Points allocation for second step evaluation	Points
Non-compliant or unlikely to satisfy tender requirements or objectives.	0
Tender requirements and objectives met partially or with reservations.	1
Tender requirements and objectives met fully.	2

Part B evaluation criteria and points allocation:

Item	Evaluation Description	Evaluation Component	Score
1. Demand Management			
1.1	Demand Registration Demonstrate the new demand registration on your proposed system showing the following as a minimum: <ul style="list-style-type: none"> Type of goods / services Strategic importance Priority Organisational Assignment/Requesting Cost Centre Project Funding type and funding source identifier (e.g. grant funding, capital budget, etc.) Contract duration Contract start date Unique demand identifier Repeatable demand Type of bid – RFQ or RFP Contract type associated with demand Contract complexity envisaged Section 33 Contract Indicator 	1. Pull through a demand from the planning or requisitioning system	
		2. Modify the demand	
1.2	Demand Monitoring <ul style="list-style-type: none"> It should be possible to monitor the status of all registered demand requirements in the demand plan. These include requirements that are: <ul style="list-style-type: none"> Created (i.e. no sourcing fulfilment has been actioned yet for the requirement) 	1. Demand Status	

Item	Evaluation Description	Evaluation Component	Score
	<ul style="list-style-type: none"> ○ In progress (i.e. where a sourcing project has been created for subsequent sourcing activities, or where a requirement has been aggregated/included into an existing/in progress sourcing project) ○ Awarded (i.e. where requirements have either been awarded or assigned to existing awarded tenders). ○ Cancelled • Demonstrate that once the demand requirements have been assigned to a sourcing project, the demand requirement(s) status should be automatically derived from the associated sourcing project status. • Show how Notifications are generated to initiate sourcing with variable lead times based on categorisation. 		
2. Supplier On-Boarding			
2.1	New Supplier Registration	1. Security controls on logon or first registration	
	<ul style="list-style-type: none"> • Demonstrate your system Supplier Registration capability showing the following steps/functionality: <ul style="list-style-type: none"> ○ Logon/landing page ○ Capture the key supplier data <ul style="list-style-type: none"> ▪ Company Name ▪ Company registration number (show validations) ▪ Company Address ▪ Director details (show what happens if the director is restricted to do business and how is this restriction picked up) ▪ Tax data (show validations) ▪ Etc. ○ Capture Declarations ○ Load mandatory documents ○ Show workflow messages to the relevant 	2. Validation of key company information – <ul style="list-style-type: none"> a. Director Identity b. CIPC registration c. South African Revenue Services registration 	
		3. Integration with Central Supplier Database if it exists. If it exists show which fields are pulled through to the Supplier Registration page	
		4. Document upload functionality	
		5. Capturing of declaration of interests and what happens if conflict of interest exists	
		6. Demonstrate supplier registration status monitoring i.e. show how a) An internal person can see the registration status of the supplier e.g. incomplete registration, registration pending internal reviews, reviewed registration pending supplier action; b) a supplier can see the status of his registration e.g. review started, registration rejected with reason, registration successful.	

Item	Evaluation Description	Evaluation Component	Score
	person/department for review <ul style="list-style-type: none"> ○ Review, approval and rejection of the supplier by the internal department ○ Where a supplier is rejected show the capture of the reason for rejection <ul style="list-style-type: none"> • Demonstrate how is the supplier notified of the review outcome 		
2.2	Supplier Maintenance <ul style="list-style-type: none"> • Demonstrate how is the ongoing maintenance of the existing supplier is executed on your system <ul style="list-style-type: none"> ○ Demonstrate how is the supplier notified of the pending update, e.g. expired B-BBEE certificate ○ Demonstrate the update of the supplier record ○ Demonstrate the notification of the internal department of the key change to the supplier information, e.g. change of director, change of address ○ Demonstrate how are the changes updated to the master data system - SAP 	1. Supplier notification of upcoming expiry	
		2. How key fields are prevented from changes once approved, e.g. supplier registration number	
		3. Notifications to the internal department of the changes pending approval	
2.3	Integration to SAP or any other system <ul style="list-style-type: none"> • Demonstrate what data can be pulled into and out of the supplier registration system • Demonstrate how the data on supplier registration system is kept in sync with other systems <ul style="list-style-type: none"> ○ CSD or any other external system ○ SAP 	1. Up to date records across interfacing systems	
3. Sourcing			
3.1	Create sourcing templates <ul style="list-style-type: none"> • Demonstrate the creation of different sourcing templates <ul style="list-style-type: none"> ○ Material Template ○ Service template ○ <i>Construction Template</i> 	1. Definition of the requirement	
		2. Definition of sourcing steps	
		3. Assignment of different approvals	
3.2	Execute a Sourcing Project (above R200k) <ul style="list-style-type: none"> • Pull through a demand from the demand management system 	1. Bid initiation	
		2. Bid specification	
		3. Bid advertisement	
		4. Capture of the briefing	

Item	Evaluation Description	Evaluation Component	Score
	<ul style="list-style-type: none">Demonstrate the various sourcing steps of this demand (Across all the below process groups show how the documents are uploaded and the different workflows your system offers)	<div>5. Supplier online submission and closure</div> <div>6. Bid evaluation</div> <div>7. Preferred Bidder award (including negotiations)</div> <div>8. Notifications</div> <div>9. Appeals handling</div> <div>10. Contract award</div> <div>11. Create contract/agreement on the CORE system</div>	
3.3	<div>Sourcing through RFQ (Under R200k)</div> <ul style="list-style-type: none">Pull the Purchase Requisition from CORE systemCreate an RFQ to suppliersEvaluate<ul style="list-style-type: none">Demonstrate Price EvaluationDemonstrate technical/functional evaluationAward	<div>1. Create RFQ from a Requisition with a technical specification</div> <div>2. Advertise the RFQ to the closed set of Suppliers</div> <div>3. Send out clarifications to the suppliers</div> <div>4. Extend the RFQ validity period and send communications to the suppliers</div> <div>5. Receive RFQ responses and close the submission</div> <div>6. Perform price evaluation based on Preferential Point system and specific goals</div> <div>7. Perform technical evaluation where specific technical criteria must be met</div> <div>8. Award the RFQ</div> <div>9. Send terms and conditions (contract) to the awarded supplier for acknowledgement and acceptance (as well as unsuccessful)</div> <div>10. Demonstrate how the Purchase Requisition gets updated with RFQ price</div> <div>11. Demonstrate the creation of the PO from the awarded RFQ</div>	
3.4	Demonstrate how the system prevents use of Vendors with outdated data or restrictions	<div>1. Award an RFQ to a Vendor with expired DOI</div> <div>2. Demonstrate that the award is not possible</div> <div>3. Send a notification to the Vendor notifying him of expired DOI</div> <div>4. Vendor must update DOI</div> <div>5. Award an RFQ and show that the Vendor is no longer blocked</div>	
4. Purchasing			
4.1	Purchase Requisition Processing (where a contract exists but was not inserted at Purchase Requisition creation)	<div>1. The system should be able to identify similar Purchase Requisitions and suggest them for the PO creation</div> <div>2. The system must propose a contract as a source of supply</div>	

Item	Evaluation Description	Evaluation Component	Score
	<ul style="list-style-type: none"> Display a requisition ready for processing Check for source of supply and assign a contract as a source of supply If there is a price difference between Purchase Requisition and Contract price send it for approval and once approved, create a PO with a contract as a source of supply Demonstrate delegation of authority within buying department 	3. The system should not allow for the PO creation if there is price difference between Purchase Requisition and the Contract Price	
		4. Demonstrate workflow sent to the Delegated Authority to approve the Purchase Requisition	
		5. Once the Purchase Requisition has been approved the PO should be processed	
		6. The Purchase Requisition must be automatically updated with the contract number	
4.2	Purchase Order Creation from a RFQ (below R200k) <ul style="list-style-type: none"> Following from a sourcing process where an RFQ was awarded create a Purchase Order The Purchase Order must adopt all RFQ details The system must validate budget in the CORE system 	1. The system must allow for workflow of awarded RFQ to the correct delegated authority for action	
		2. The system should allow for budget checks and not release the PO if there is no sufficient funds available	
		3. Send a notification to the budget owner notifying him to adjust the budget	
		4. Once the funds are available the system should be able to create and release the PO	
		5. Released PO should be sent to the vendor according to the communication channel set at vendor master	
4.3	PO Issue and Acknowledgement (allow for time stamps of order acknowledgements)	1. The supplier should be able to receive a notification (using different communication method) on the SCM solution that the PO has been issued.	
		2. The supplier should be able to acknowledge receipt of PO.	
		3. The system should have Portal/E-services view for suppliers to interact with.	
		4. The system should be able to send automatic notifications/ reminders using different communication methods within predefined timeframe before a delivery is due to the suppliers.	
		5. The system should allow for expediting using different communication methods and reminder letters.	
4.4	Demonstrate how Purchase Requisition Changes are handled	1. Demonstrate that when a new date is set on the Purchase Requisition it pulls through if the PO has not been sent	
		2. The system should not allow for PR changes during sourcing process	
		3. Demonstrate how the change in supplier gets updated on the PR	

Item	Evaluation Description	Evaluation Component	Score
4.5	Creation of a PO without Sourcing Process (Deviation)	1. Create a PO from a Purchase Requisition without following Sourcing process	
		2. Demonstrate that the system allows for direct vendor assignment without Award/Contract	
		3. Show how reason for deviating from sourcing are enforced, i.e. user must insert a reason code to create a PO without Award/contract	
		Total Score out of total of 130 points	130

The minimum qualifying score for the demonstration is **80%** or **104** out of a maximum of **130**. Final score for evaluation is calculated combining the scores from Part A and Part B with the weighting as stipulated below:

Part	Evaluation	Weighting	Final Score
A	Tenderer's ability to deliver and experience.	80%	
B	Demonstration of Solution offered.	20%	
		Total	

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

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

2.2.1.1.6 Technical Schedules

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

- Schedule 13H: Demand Management (Refer to Paragraph 13.6.1)
- Schedule 13I: Supplier On-Boarding (Refer to Paragraph 13.6.2)
- Schedule 13J: Sourcing (Refer to Paragraph 13.6.3)
- Schedule 13K: Purchasing (Refer to Paragraph 13.6.4)
- Schedule 13M: Cloud Assessment Criteria (Refer to Paragraphs 13.6.1 to 13.6.4)
- Schedule 13N: Technology Supported (Refer to Paragraph 13.7.1)
- Schedule 13O: ERP Specific Integration Capability (Refer to Paragraph 13.7.5)
- Schedule 13P: Project Plan (Refer to Paragraph 13.8)
- Schedule 13Q: Resource Approach (Refer to Paragraph 13.8.2.4, Item a)
- Schedule 13R: Integration Approach (Refer to Paragraph 13.8.2.4, Item b)
- Schedule 13S: Risk and Issue Management Approach (Refer to Paragraph 13.8.2.4, Item c)
- Schedule 13T: Testing Approach (Refer to Paragraph 13.8.2.4, Item d)
- Schedule 13U: Data Migration Approach (Refer to Paragraph 13.8.2.4, Item e)
- Schedule 13V: Change Management Approach (Refer to Paragraph 13.8.3)
- Schedule 13W: Training Approach (Refer to Paragraph 13.8.4)
- Schedule 13X: Maintenance and Support Approach (Refer to Paragraph 13.8.5)
- Schedule 13Y: Solution Demonstration (Refer to paragraph 13.9)

2.2.1.1.7 Provision of samples

Not applicable to this tender.

2.2.1.1.8 Provision of Solution Demonstration.

Tenderer to provide Demonstration of the Solution on CD or Memory Stick to enable the City to review the functionality of the solution proposed. The demonstration must be a recorded execution of the steps relating to each of the below requirements, i.e. not just screen shots. The screen shots can be recorded to accompany the demonstration. The provided demonstration to include the requirements as stipulated in Paragraph 13.9.

Tenderer to respond to this requirement and provide the CD/Memory Stick in Schedule 13X of the tender.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

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

Table B2: Awards ABOVE R50 mil (VAT Inclusive)

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

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 36 of 263

TENDER NO: 071S/2023/24

TENDER DESCRIPTION: SUPPLY INSTALL AND MAINTAIN A SUPPLY CHAIN MANAGEMENT SOLUTION (DEMAND MANAGEMENT, SUPPLIER ON-BOARDING, SOURCING AND PURCHASING) FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2031

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 071S/2023/24 – SUPPLY, INSTALL AND MAINTAIN A SUPPLY CHAIN MANAGEMENT SOLUTION (DEMAND MANAGEMENT, SUPPLIER ON-BOARDING, SOURCING AND PURCHASING) FOR THE CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 071 - SUPPLY INSTALL AND MAINTAIN A SUPPLY CHAIN MANAGEMENT SOLUTION (DEMAND MANAGEMENT, SUPPLIER ON-BOARDING, SOURCING AND PURCHASING) FOR THE CITY OF CAPE TOWN]

13.1.1.

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

Schedule of Deviations

Notes:

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

1 Subject
 Details

2 Subject
 Details

3 Subject
 Details

4 Subject
 Details

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

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

(5) PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule (Schedules A, B, C, D, E & F). An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
- 5.7 Provide fixed rates and prices (Schedules A, B & C) for the duration of the contract that are not subject to adjustment except for Schedules D, E & F that will be subject to contract price adjustment in terms of Consumer Price Index (CPI), as referred to in Schedule 8 and as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract..
- 5.8 General specifications for items in the (5) Price Schedule, appear in section (13) SPECIFICATION(S). Tenderers must refer to these specifications when completing the Price Schedule.
- 5.9 The tenderer shall provide detailed and comprehensive OSM Recommended Retail Price Lists and detailed explanation of Licensing Model proposed for solution being offered, for each OSM listed in the Price Schedules, in support of their Bid in **Schedule 13L**. The OSM price is the Original Software Manufacturer's Recommended Retail Price at the closing date of the tender. CCT reserves the right to approach the Original Software Manufacturers directly for OSM Recommended Retail Price Lists, if required to ensure fair, equitable, transparent, competitive and cost-effective evaluation of the bid as well as during the contract term for verification purposes.
- 5.10 For Schedule A, the award of the tender will be based on the OSM(s) indicated by the tenderer, unconditional discount offered (if any), and mark-up percentages % the tenderer applies to a specific OSM.
- 5.11 For each purchase order, a quotation must be submitted by the service provider which must be accompanied by an updated Original Equipment Manufacturer (OSM) in order for the City to verify the purchase order price (OSM price plus mark-up and unconditional discount if applicable) charged by the service provider.

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

5.13 Response to Price Schedules

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

Please note in Schedule 8 and clause 17.4 in Section 7, Special Conditions of Contract, Price schedules and tables to which price adjustments applies and schedules and tables to which fixed prices and/or rates, are identified. The price evaluation of the tender responses to determine the rating of bid responses where the lowest priced bid will be ranked no. 1, will solely be based on Schedule G below. Tenderers must therefore include Schedule G that must also adhere to the Pricing Instructions, in the tender response.

Please refer to clause 2.3.10.3.1 where it is stated scoring of Schedule G will be based on estimated quantities. Schedule G contains items selected from each of Schedules A to F and estimated quantities are defined for these items that is relevant to the City of Cape Town environment and in relation to the term of the contract.

SCHEDULE A: SUPPLY OF SOFTWARE AND LICENSING FOR A SUPPLY CHAIN MANAGEMENT (SCM) SOLUTION IN THE AREAS OF DEMAND MANAGEMENT, SUPPLIER ON-BOARDING, SOURCING AND PURCHASING

Tenderers can submit pricing for either Cloud based (Table A1), On-Premise (Table A2), or Hybrid Solution (Table A3) as various options depending on the solution that can be offered. The City reserves the right to choose the option that best meets the City's requirements.

If either A1, A2 or A3 is not applicable to the solution offered, tenderers are to indicate where an item is included in another table.

If software maintenance is offered with a different frequency, tenderers must calculate the annual price as per the unit of measure which is "per annum"

TABLE A1: PRICING TABLE FOR THE SUPPLY OF SOFTWARE AND LICENSING FOR A CLOUD BASED SUPPLY CHAIN MANAGEMENT (SCM) SOLUTION.

This table is for the pricing of Software and Licenses for the proposed **Cloud based** SCM Solution in the areas of Demand Management, Supplier On-Boarding, Sourcing and Purchasing. Refer to Section 13 Specifications (13.6) and relevant paragraphs for detail specifications.

Tenders are reminded to complete the **Schedules 13A, 13B** through to **13G** and attach the OSM Recommended Retail Price List (RRP) and detailed explanation of Licensing Model proposed for solution being offered in **Schedule 13L** with all items required to install, configure and operate an SCM solution as per the requirements and specifications set out in this tender, Classify each item on the pricelist as either reoccurring or once-off costs for the duration of the contract, for the purpose of applying the mark-up and discount.

Identify the source of the goods as well as the discount and mark-up for once-off and reoccurring items in the table below.

The OSM RRP may include optional items that enable additional functionality or increase the performance of the SCM solution that exceeds our stated requirements, but may not include items that are not directly related to the functions or performance of the proposed solution. Tenderers may list those Optional Extras in the table provided below. It must be noted that Optional Extras will not form part of the Evaluation Price.

Item	Description	Source of Goods: Name of OSM or Distributor	Unit of Measure	Discount Offered (%)	Mark-Up (%)
	Software and Licenses for Cloud based SCM Solution				
A1.1	Once-off Software Costs		Per Software Application / Application Suite	%	%
A1.2	Demand Management Module		Per User	%	%
A1.3	Supplier On-boarding Module		Per User	%	%
A1.4	Sourcing Module		Per User	%	%
A1.5	Purchasing Module		Per User	%	%
A1.6	Software Maintenance (Bug fixes, security patches, new features, updates, etc.)		Per Year	%	%
	Optional Extras				

TABLE A2: PRICING TABLE FOR THE SUPPLY OF SOFTWARE AND LICENSING FOR A ON-PREMISE SUPPLY CHAIN MANAGEMENT (SCM) SOLUTION.

This table is for the pricing of Software and Licenses for the proposed **On-Premise** SCM Solution in the areas of Demand Management, Supplier On-Boarding, Sourcing and Purchasing. Refer to Section 13 Specifications (13.6) and relevant paragraphs for detail specifications.

Tenders are reminded to complete the Schedules 13A, 13B through to 13G and attach the OSM Recommended Retail Price List (RRP) and detailed explanation of Licensing Model proposed for solution being offered in Schedule 13L with all items required to install, configure and operate an SCM solution as per the requirements and specifications set out in this tender, Classify each item on the pricelist as either reoccurring or once-off costs for the duration of the contract, for the purpose of applying the mark-up and discount.

Identify the source of the goods as well as the discount and mark-up for once-off and reoccurring items in the table below.

The OSM RRP may include optional items that enable additional functionality or increase the performance of the SCM solution that exceeds our stated requirements, but may not include items that are not directly related to the functions or performance of the proposed solution. Tenderers may list those Optional Extras in the table provided below. It must be noted that Optional Extras will not form part of the Evaluation Price.

Item	Description	Source of Goods: Name of OSM or Distributor	Unit of Measure	Discount Offered (%)	Mark-Up (%)
Software and Licenses for On-Premise SCM Solution					
A2.1	Once-off Software Costs		Per Software Application / Application Suite	%	%
A2.2	Demand Management Module		Per Software Application / Application Suite	%	%
A2.3	Supplier On-boarding Module		Per Software Application / Application Suite	%	%
A2.4	Sourcing Module		Per Software Application / Application Suite	%	%
A2.5	Purchasing Module		Per Software Application / Application Suite	%	%
A2.6	Software Maintenance (Bug fixes, security patches, new features, updates, etc.)		Per Year	%	%
Optional Extras					

TABLE A3: PRICING TABLE FOR THE SUPPLY OF SOFTWARE AND LICENSING FOR A HYBRID SUPPLY CHAIN MANAGEMENT (SCM) SOLUTION.

This table is for the pricing of Software and Licenses for the proposed **Hybrid** SCM Solution in the areas of Demand Management, Supplier On-Boarding, Sourcing and Purchasing. Refer to Section 13 Specifications (13.6) and relevant paragraphs for detail specifications. Tenderer to clearly indicate whether an item is offered as Cloud or On-Premise solution in column 4 in the table below.

Tenders are reminded to complete the **Schedules 13A, 13B** through to **13G** and attach the OSM Recommended Retail Price List (RRP) and detailed explanation of Licensing Model proposed for solution being offered in Schedule 13L with all items required to install, configure and operate an SCM solution as per the requirements and specifications set out in this tender, Classify each item on the pricelist as either reoccurring or once-off costs for the duration of the contract, for the purpose of applying the mark-up and discount.

Identify the source of the goods as well as the discount and mark-up for once-off and reoccurring items in the table below.

The OSM RRP may include optional items that enable additional functionality or increase the performance of the SCM solution that exceeds our stated requirements, but may not include items that are not directly related to the functions or performance of the proposed solution. Tenderers may list those Optional Extras in the table provided below. It must be noted that Optional Extras will not form part of the Evaluation Price.

Item	Description	Source of Goods: Name of OSM or Distributor	Cloud or On-Premise	Unit of Measure	Discount Offered (%)	Mark-Up (%)
Software and Licenses for Hybrid SCM Solution						
A3.1	Once-off Software Costs			Per Software Application / Application Suite / Per User	%	%
A3.2	Demand Management Module			Per Software Application / Application Suite / Per User	%	%
A3.3	Supplier On-boarding Module			Per Software Application / Application Suite / Per User	%	%
A3.4	Sourcing Module			Per Software Application / Application Suite / Per User	%	%
A3.5	Purchasing Module			Per Software Application / Application Suite / Per User	%	%
A3.6	Software Maintenance (Bug fixes, security patches, new features, updates, etc.)			Per Year	%	%
Optional Extras						

SCHEDULE B: INSTALLATION AND IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT (SCM) SOLUTION

TABLE B1: PRICING TABLE FOR THE INSTALLATION AND IMPLEMENTATION OF (SCM) SOLUTION

This table is for the pricing of services to install, configure, and deploy the proposed OSM solution for the SCM Solution in the areas of **Demand Management, Supplier On-Boarding, Sourcing and Purchasing**. Refer to Section 13 Specifications (13.8.2) and relevant paragraphs describing the implementation requirements.

Tenderers can submit pricing for Installation and Implementation of either Cloud based, On-Premise, or Hybrid Solution as various options depending on the solution that can be offered. The City reserves the right to choose the option that best meets the City's requirements

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

Item	Description	Unit	Price per unit (Excl. VAT)
	Installation and Implementation of the complete Cloud based Supply Chain Management (SCM) Solution according to the implementation requirements, project methodology and deliverables		
B1.1	Demand Management solution	Complete Installation of solution	R
B1.2	Supplier On-Boarding solution	Complete Installation of solution	R
B1.3	Sourcing solution	Complete Installation of solution	R
B1.4	Purchasing solution	Complete Installation of solution	R
	Installation and Implementation of the complete On-Premise Supply Chain Management (SCM) Solution according to the implementation requirements, project methodology and deliverables		
B1.5	Demand Management solution	Complete Installation of solution	R
B1.6	Supplier On-Boarding solution	Complete Installation of solution	R
B1.7	Sourcing solution	Complete Installation of solution	R
B1.8	Purchasing solution	Complete Installation of solution	R

Item	Description	Unit	Price per unit (Excl. VAT)
	Installation and Implementation of the complete Hybrid Supply Chain Management (SCM) Solution according to the implementation requirements, project methodology and deliverables		
B1.9	Demand Management solution	Complete Installation of solution	R
B1.10	Supplier On-Boarding solution	Complete Installation of solution	R
B1.11	Sourcing solution	Complete Installation of solution	R
B1.12	Purchasing solution	Complete Installation of solution	R

SCHEDULE C: CHANGE MANAGEMENT SERVICES ON THE SUPPLY CHAIN MANAGEMENT (SCM) SOLUTION.**TABLE C1: PRICING TABLE FOR THE CHANGE MANAGEMENT SERVICES ON (SCM) SOLUTION**

This table is for the pricing of services for change management on the proposed OSM solution for the proposed SCM Solution in the areas of **Demand Management, Supplier On-Boarding and Sourcing**. Refer to Section 13 Specifications (13.8.3) and relevant paragraphs describing the change management requirements.

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

Item	Description	Unit	Price per unit (Excl. VAT)
	Change Management of the complete Supply Chain Management (SCM) Solution		
C1.1	Demand Management solution	Change Management on applicable solution	R
C1.2	Supplier On-Boarding solution	Change Management on applicable solution	R
C1.3	Sourcing solution	Change Management on applicable solution	R
C1.4	Purchasing solution	Change Management on applicable solution	R

SCHEDULE D: PROVISION OF TRAINING SERVICES ON THE SUPPLY CHAIN MANAGEMENT (SCM) SOLUTION.**TABLE D1: PRICING TABLE FOR THE TRAINING SERVICES ON THE SCM SOLUTION**

This table is for the pricing of services for training on the OSM solution for the proposed SCM Solution in the areas of **Demand Management, Supplier On-Boarding and Sourcing**. Refer to Section 13 Specifications **(13.8.4)** and relevant paragraphs describing the training requirements.

This schedule will be subject to contract price adjustment in terms of Consumer Price Index (CPI), as referred to in Schedule 8 and as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

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

Item	Description	Unit	Price per Unit (excl. VAT)
	Role based training for Level 1 competency area (Service Desk Agent)		
D1.1	Level 1 Role based training: 1 to 5 Trainees (Classroom based)	Per Individual	R
D1.2	Level 1 Role based training: 6 to 10 Trainees (Classroom based)	Per Individual	R
D1.3	Level 1 Role based training: 11+ Trainees (Classroom based)	Per Individual	R
D1.4	Level 1 Role based training: 1 to 5 Trainees (Virtual)	Per Individual	R
D1.5	Level 1 Role based training: 6 to 10 Trainees (Virtual)	Per Individual	R
D1.6	Level 1 Role based training: 11+ Trainees (Virtual)	Per Individual	R
	Role based training for Level 2 competency area (Junior Functional Support Staff)		
D1.7	Level 2 Role based training: 1 to 5 Trainees (Classroom based)	Per Individual	R
D1.8	Level 2 Role based training: 6 to 10 Trainees (Classroom based)	Per Individual	R
D1.9	Level 2 Role based training: 11+ Trainees (Classroom based)	Per Individual	R
D1.10	Level 2 Role based training: 1 to 5 Trainees (Virtual)	Per Individual	R
D1.11	Level 2 Role based training: 6 to 10 Trainees (Virtual)	Per Individual	R
D1.12	Level 2 Role based training: 11+ Trainees (Virtual)	Per Individual	R

Item	Description	Unit	Price per Unit (excl. VAT)
	Role based training for Level 3 competency area (Senior Functional and Technical Support Staff)		
D1.13	Level 3 Role based training: 1 to 5 Trainees (Classroom based)	Per Individual	R
D1.14	Level 3 Role based training: 6 to 10 Trainees (Classroom based)	Per Individual	R
D1.15	Level 3 Role based training: 11+ Trainees (Classroom based)	Per Individual	R
D1.16	Level 3 Role based training: 1 to 5 Trainees (Virtual)	Per Individual	R
D1.17	Level 3 Role based training: 6 to 10 Trainees (Virtual)	Per Individual	R
D1.18	Level 3 Role based training: 11+ Trainees (Virtual)	Per Individual	R
	Train the Trainer for End-user training and facilitation		
	Train the Trainer for End-user training and facilitation: 1 to 5 Trainees (Classroom)		
D1.19	Demand Management solution	Per Individual	R
D1.20	Supplier On-Boarding solution	Per Individual	R
D1.21	Sourcing solution	Per Individual	R
D1.22	Purchasing solution	Per Individual	R
	Train the Trainer for End-user training and facilitation: 6 to 10 Trainees (Classroom)		
D1.23	Demand Management solution	Per Individual	R
D1.24	Supplier On-Boarding solution	Per Individual	R
D1.25	Sourcing solution	Per Individual	R
D1.26	Purchasing solution	Per Individual	R

Item	Description	Unit	Price per Unit (excl. VAT)
	Train the Trainer for End-user training and facilitation: +11 Trainees (Classroom)		
D1.27	Demand Management solution	Per Individual	R
D1.28	Supplier On-Boarding solutio	Per Individual	R
D1.29	Sourcing solution	Per Individual	R
D1.30	Purchasing solution	Per Individual	R
	Train the Trainer for End-user training and facilitation: 1 to 5 Trainees (Virtual)		
D1.31	Demand Management solution	Per Individual	R
D1.32	Supplier On-Boarding solution	Per Individual	R
D1.33	Sourcing solution	Per Individual	R
D1.34	Purchasing solution	Per Individual	R
	Train the Trainer for End-user training and facilitation: 6 to 10 Trainees (Virtual)		
D1.35	Demand Management solution	Per Individual	R
D1.36	Supplier On-Boarding solution	Per Individual	R
D1.37	Sourcing solution	Per Individual	R
D1.38	Purchasing solution	Per Individual	R
	Train the Trainer for End-user training and facilitation: +11 Trainees (Virtual)		
D1.39	Demand Management solution	Per Individual	R
D1.40	Supplier On-Boarding solution	Per Individual	R
D1.41	Sourcing solution	Per Individual	R
D1.42	Purchasing solution	Per Individual	R

Item	Description	Unit	Price per Unit (excl. VAT)
	End-user training		
	End-user training and facilitation: 1 to 5 Trainees (Classroom)		
D1.43	Demand Management solution	Per Individual	R
D1.44	Supplier On-Boarding solution	Per Individual	R
D1.45	Sourcing solution	Per Individual	R
D1.46	Purchasing solution	Per Individual	R
	End-user training and facilitation: 6 to 10 Trainees (Classroom)		
D1.47	Demand Management solution	Per Individual	R
D1.48	Supplier On-Boarding solution	Per Individual	R
D1.49	Sourcing solution	Per Individual	R
D1.50	Purchasing solution	Per Individual	R
	End-user training and facilitation: +11 Trainees (Classroom)		
D1.51	Demand Management solution	Per Individual	R
D1.52	Supplier On-Boarding solution	Per Individual	R
D1.53	Sourcing solution	Per Individual	R
D1.54	Purchasing solution	Per Individual	R
	End-user training and facilitation: 1 to 5 Trainees (Virtual)		
D1.55	Demand Management solution	Per Individual	R
D1.56	Supplier On-Boarding solution	Per Individual	R
D1.57	Sourcing solution	Per Individual	R
D1.58	Purchasing solution	Per Individual	R

Item	Description	Unit	Price per Unit (excl. VAT)
	End-user training and facilitation: 6 to 10 Trainees (Virtual)		
D1.59	Demand Management solution	Per Individual	R
D1.60	Supplier On-Boarding solution	Per Individual	R
D1.61	Sourcing solution	Per Individual	R
D1.62	Purchasing solution	Per Individual	R
	End-user training and facilitation: +11 Trainees (Virtual)		
D1.63	Demand Management solution	Per Individual	R
D1.64	Supplier On-Boarding solution	Per Individual	R
D1.65	Sourcing solution	Per Individual	R
D1.66	Purchasing solution	Per Individual	R
	Training of suppliers		
D1.67	Training material for suppliers on the use of Supplier on-boarding solution	Once off Cost	R
D1.68	Supplier training and facilitation: 20-30 Supplier Representatives (Classroom)	Per Individual	R
D1.69	Supplier training and facilitation: 20-30 Supplier Representatives (Virtual)	Per Individual	R

SCHEDULE E: PROVISION OF SUPPORT SERVICES FOR THE SUPPLY CHAIN MANAGEMENT (SCM)**TABLE E1: PRICING TABLE FOR THE SUPPORT SERVICES FOR THE SUPPLY CHAIN MANAGEMENT (SCM) SOLUTION**

This table is for the pricing of support services for the SCM Solution in the areas of **Demand Management, Supplier On-Boarding, Sourcing and Purchasing** for the duration of the contract. Please refer to Section 13 Specifications **(13.8.5)** for detail specifications of the maintenance and support requirements.

Tenderer to adhere to the Contract Performance Criteria in terms of Maintenance and Support for the duration of the contract as stipulated in Paragraph 37 in Section 7

This schedule will be subject to contract price adjustment in terms of Consumer Price Index (CPI), as referred to in Schedule 8 and as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

If support is offered with a different frequency, tenderers must calculate the annual price as per the unit of measure which is "per annum"

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

Item	Description	Unit	Price per unit (Excl. VAT)
	Support of the complete Supply Chain Management (SCM) Solution		
E1.1	Call-out/Incidence	Per incident	R
E1.2	Standby Support Service	Per year	R

SCHEDULE F: PROVISION OF PROFESSIONAL SERVICES FOR THE SUPPLY CHAIN MANAGEMENT (SCM) SOLUTION.

TABLE F1: PRICING TABLE FOR THE PROFESSIONAL SERVICES OF THE SCM SOLUTION

This table is for the labour rates associated with the ad-hoc professional services for the SCM Solution in the areas of **Demand Management, Supplier On-Boarding, Sourcing and Purchasing** for the duration of the contract. Please refer to Section 13 Specifications (**13.8.6**) for detail specifications of the Professional Services requirements.

This schedule will be subject to contract price adjustment in terms of Consumer Price Index (CPI), as referred to in Schedule 8 and as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

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

Item	Function/Role	Skill Level	Relevant Experience Level	Unit	Price per unit (Excl. VAT)
F1.1	Supply Chain Management: Project Manager	Principal	15+ years	Per hour	R
F1.2	Supply Chain Management: Project Manager	Senior	7 - 15 years	Per hour	R
F1.3	Supply Chain Management: Project Manager	Intermediate	2 - 7 years	Per hour	R
F1.4	Supply Chain Management: Project Manager	Junior	0 - 2 years	Per hour	R
F1.5	Supply Chain Management: Solution/Application Architect	Principal	15+ years	Per hour	R
F1.6	Supply Chain Management: Solution/Application Architect	Senior	7 - 15 years	Per hour	R
F1.7	Supply Chain Management: Solution/Application Architect	Intermediate	2 - 7 years	Per hour	R
F1.8	Supply Chain Management: Solution/Application Architect	Junior	0 - 2 years	Per hour	R

Item	Function/Role	Skill Level	Relevant Experience Level	Unit	Price per unit (Excl. VAT)
F1.9	Supply Chain Management: Demand Management Consultant	Principal	15+ years	Per hour	R
F1.10	Supply Chain Management: Demand Management Consultant	Senior	7 - 15 years	Per hour	R
F1.11	Supply Chain Management: Demand Management Consultant	Intermediate	2 - 7 years	Per hour	R
F1.12	Supply Chain Management: Demand Management Consultant	Junior	0 - 2 years	Per hour	R
F1.13	Supply Chain Management: Sourcing Consultant	Principal	15+ years	Per hour	R
F1.14	Supply Chain Management: Sourcing Consultant	Senior	7 - 15 years	Per hour	R
F1.15	Supply Chain Management: Sourcing Consultant	Intermediate	2 - 7 years	Per hour	R
F1.16	Supply Chain Management: Sourcing Consultant	Junior	0 - 2 years	Per hour	R
F1.17	Supply Chain Management: Supplier On-Boarding Consultant	Principal	15+ years	Per hour	R
F1.18	Supply Chain Management: Supplier On-Boarding Consultant	Senior	7 - 15 years	Per hour	R
F1.19	Supply Chain Management: Supplier On-Boarding Consultant	Intermediate	2 - 7 years	Per hour	R
F1.20	Supply Chain Management: Supplier On-Boarding Consultant	Junior	0 - 2 years	Per hour	R

Item	Function/Role	Skill Level	Relevant Experience Level	Unit	Price per unit (Excl. VAT)
F1.21	Supply Chain Management: Purchasing Consultant	Principal	15+ years	Per hour	R
F1.22	Supply Chain Management: Purchasing Consultant	Senior	7 - 15 years	Per hour	R
F1.23	Supply Chain Management: Purchasing Consultant	Intermediate	2 - 7 years	Per hour	R
F1.24	Supply Chain Management: Purchasing Consultant	Junior	0 - 2 years	Per hour	R
F1.25	Supply Chain Management: Change Management Lead	Principal	15+ years	Per hour	R
F1.26	Supply Chain Management: Change Management Lead	Senior	7 - 15 years	Per hour	R
F1.27	Supply Chain Management: Change Management Lead	Intermediate	2 - 7 years	Per hour	R
F1.28	Supply Chain Management: Change Management Lead	Junior	0 - 2 years	Per hour	R
F1.29	Supply Chain Management: Training Lead	Principal	15+ years	Per hour	R
F1.30	Supply Chain Management: Training Lead	Senior	7 - 15 years	Per hour	R
F1.31	Supply Chain Management: Training Lead	Intermediate	2 - 7 years	Per hour	R
F1.32	Supply Chain Management: Training Lead	Junior	0 - 2 years	Per hour	R

Item	Function/Role	Skill Level	Relevant Experience Level	Unit	Price per unit (Excl. VAT)
F1.33	Supply Chain Management: Technical Developer Lead	Principal	15+ years	Per hour	R
F1.34	Supply Chain Management: Technical Developer Lead	Senior	7 - 15 years	Per hour	R
F1.35	Supply Chain Management: Technical Developer Lead	Intermediate	2 - 7 years	Per hour	R
F1.36	Supply Chain Management: Technical Developer Lead	Junior	0 - 2 years	Per hour	R
F1.37	Supply Chain Management: Testing Lead	Principal	15+ years	Per hour	R
F1.38	Supply Chain Management: Testing Lead	Senior	7 - 15 years	Per hour	R
F1.39	Supply Chain Management: Testing Lead	Intermediate	2 - 7 years	Per hour	R
F1.40	Supply Chain Management: Testing Lead	Junior	0 - 2 years	Per hour	R
F1.41	Supply Chain Management: Public Sector Industry Expert	Principal	15+ years	Per hour	R
F1.42	Supply Chain Management: Public Sector Industry Expert	Senior	7 - 15 years	Per hour	R
F1.43	Supply Chain Management: Public Sector Industry Expert	Intermediate	2 - 7 years	Per hour	R
F1.44	Supply Chain Management: Public Sector Industry Expert	Junior	0 - 2 years	Per hour	R

SCHEDULE G: PRICE EVALUATION OF SELECTED ITEMS FROM SCHEDULES A TO F

In the tables below, items to price a typical scenario related to the resulting contract for this tender, is defined. In the following tables, items identified are selected from the Price Schedules A to F above. The evaluation price calculation will be based on estimated quantities for this typical scenario over the contract term. The calculation of the evaluation price will be done by the City of Cape Town, therefore the prices and rates provided here must align with the prices and rates in Schedules A to F.

Where there is a discrepancy between prices or rates in Schedule G the City will use the price tendered for the same item as it appears in Schedule A to F. Where discounts and mark-up percentages apply, the City of Cape Town will refer to the discount and mark-up as indicated for the items applicable in Schedules A to F and apply these discounts and mark-up percentage in the calculation of the evaluation, therefore tenders must only provide the Recommended Retail Price for items in the following tables where this scenario applies. Tenderers are reminded that discounts indicated in Schedules A to F are fixed for the term of the contract and must be unconditional.

Please note any quantities or volumes indicated here must be seen as estimated quantities, and not necessarily the quantities that will be procured during the contract.

TABLE G1: PRICE EVALUATION OF SCHEDULE A FOR THE SUPPLY OF SCM SOFTWARE SOLUTION.

This table is for the calculation of an evaluation price to supply the software product and licenses for a complete SCM solution that meets the technical specifications and requirements as defined in Section 13 Specification. All once-off and recurring costs must be shown here as per the items shown. Where an item listed is included in another item or provided for free the price / rate must be shown as R 0 (zero Rands) and a comment must be provided in the "Comments" column.

For this scenario please provide pricing for the calculation of the evaluation price for the City to procure a complete SCM software product or solution. The items below makes provision for once-off costs as well as recurring costs and applies to Cloud, On-Premise or Hybrid solutions. The typical solution must cater for internal system users as specified in Section 13 Specifications (Paragraph.13.6) and must provide for the full functional requirements of Demand Management, Supplier On-Boarding and Sourcing as part of a SCM solution. Where a once-off costs applies for less than the contract term it must be indicated in the "Comments" column.

The City will calculate the total price for the SCM solution over the 7-year term of the contract to get the price for Table G1.

Item	Description	Product Name / Solution Provider	Unit of Measure	Price per Unit (Excl. VAT)	Comments
Software and Licenses for Cloud based SCM Solution					
G1.1	Once-off Software Costs		Per Software Application / Application Suite	R	
G1.2	Demand Management Module		Per User	R	
G1.3	Supplier On-boarding Module		Per User	R	
G1.4	Sourcing Module		Per User	R	
G1.5	Purchasing Module		Per user	R	
G1.6	Software Maintenance (Bug fixes, security patches, new features, updates, etc.)		Per Year	R	

Item	Description	Product Name / Solution Provider	Unit of Measure	Price per Unit (Excl. VAT)	Comments
Software and Licenses for On-Premise SCM Solution					
G1.7	Once-off Software Costs		Per Software Application / Application Suite	R	
G1.8	Demand Management Module		Per Software Application / Application Suite	R	
G1.9	Supplier On-boarding Module		Per Software Application / Application Suite	R	
G1.10	Sourcing Module		Per Software Application / Application Suite	R	
G1.11	Purchasing Module		Per Software Application / Application Suite	R	
G1.12	Software Maintenance (Bug fixes, security patches, new features, updates, etc.)		Per Year	R	
Software and Licenses for Hybrid SCM Solution					
G1.13	Once-off Software Costs		Per Software Application / Application Suite / Per User	R	
G1.14	Demand Management Module		Per Software Application / Application Suite / Per User	R	
G1.15	Supplier On-boarding Module		Per Software Application / Application Suite / Per User	R	
G1.16	Sourcing Module		Per Software Application / Application Suite / Per User	R	
G1.17	Purchasing Module		Per Software Application / Application Suite / Per User	R	
G1.18	Software Maintenance (Bug fixes, security patches, new features, updates, etc.)		Per Year	R	

TABLE G2: PRICE EVALUATION OF SCHEDULE B FOR THE INSTALLATION AND IMPLEMENTATION OF SCM SOLUTION.

This table is for the calculation of an evaluation price for Installation and Implementation of a complete SCM solution that meets the technical specifications and requirements as defined in Section 13 Specification. Where an item listed is included in another item or provided for free the price / rate must be shown as R 0 (zero Rands) and a comment must be provided in the "Comments" column.

For this scenario please provide pricing for the calculation of the evaluation price for the City to procure Installation and Implementation of a complete SCM solution. The items below applies to both an on premise and Cloud solutions. The typical solution must provide for the full functional requirements of Demand Management, Supplier On-Boarding and Sourcing as part of a SCM solution.

The City will calculate the total price for the installation and implementation of the SCM solution to get the price for Table G2.

Item	Description	Unit of Measure	Price per Unit (Excl. VAT)	Comments
G2.1	Demand Management solution	Complete Installation of solution	R	
G2.2	Supplier On-boarding solution	Complete Installation of solution	R	
G2.3	Sourcing solution	Complete Installation of solution	R	
G2.4	Purchasing solution	Complete Installation of solution	R	

TABLE G3: PRICE EVALUATION OF SCHEDULE C FOR THE CHANGE MANAGEMENT SERVICES OF A SCM SOLUTION.

This table is for the calculation of an evaluation price for Change Management Services of a complete SCM solution that meets the technical specifications and requirements as defined in Section 13 Specification. Where an item listed is included in another item or provided for free the price / rate must be shown as R 0 (zero Rands) and a comment must be provided in the "Comments" column.

For this scenario please provide pricing for the calculation of the evaluation price for the City to procure Change Management of a complete SCM solution. The items below applies to both an on premise and Cloud solutions. The typical solution must provide for the full functional requirements of Demand Management, Supplier On-Boarding and Sourcing as part of a SCM solution.

The City will calculate the total price for the Change Management of the SCM solution to get the price for Table G3.

Item	Description	Unit of Measure	Price per Unit (Excl. VAT)	Comments
G3.1	Demand Management solution	Change Management on applicable solution	R	
G3.2	Supplier On-Boarding solution	Change Management on applicable solution	R	
G3.3	Sourcing solution	Change Management on applicable solution	R	
G3.4	Purchasing solution	Change Management on applicable solution	R	

TABLE G4: PRICE EVALUATION OF SCHEDULE D FOR TRAINING SERVICES ON THE SCM SOLUTION.

This table is for the calculation of an evaluation price for Training Services on a complete SCM solution that meets the technical specifications and requirements as defined in Section 13 Specification. Where an item listed is included in another item or provided for free the price / rate must be shown as R 0 (zero Rands) and a comment must be provided in the "Comments" column.

For this scenario please provide pricing for the calculation of the evaluation price for the City to procure Training Services on a complete SCM solution. The items below applies to both an on premise and Cloud solutions. The typical solution must provide for the full functional requirements of Demand Management, Supplier On-Boarding and Sourcing as part of a SCM solution. Where a once-off costs applies for less than the contract term it must be indicated in the "Comments" column.

The City will calculate the total price for Training Services on the SCM solution to get the price for Table G4.

Item	Description	Unit of Measure	Price per Unit (Excl. VAT)	Comments
Role based training for Level 1 competency area (Service Desk Agent)				
G4.1	Level 1 Role based training: 11+ Trainees (Classroom based)	Per Individual	R	
G4.2	Level 1 Role based training: 11+ Trainees (Virtual)	Per Individual	R	
Role based training for Level 2 competency area (Junior Functional Support Staff)				
G4.3	Level 2 Role based training: 11+ Trainees (Classroom based)	Per Individual	R	
G4.4	Level 2 Role based training: 11+ Trainees (Virtual)	Per Individual	R	
Role based training for Level 3 competency area (Senior Functional and Technical Support Staff)				
G4.5	Level 3 Role based training: 11+ Trainees (Classroom based)	Per Individual	R	
G4.6	Level 3 Role based training: 11+ Trainees (Virtual)	Per Individual	R	

Item	Description	Unit of Measure	Price per Unit (Excl. VAT)	Comments
	Train the Trainer for End-user training (Business Super users)			
	Train the Trainer for End-user training and facilitation: +11 Trainees (Classroom)			
G4.7	Demand Management solution	Per Individual		
G4.8	Supplier On-Boarding solution	Per Individual		
G4.9	Sourcing solution	Per Individual		
G4.10	Purchasing solution	Per Individual		
	Train the Trainer for End-user training and facilitation: +11 Trainees (Virtual)			
G4.11	Demand Management solution	Per Individual		
G4.12	Supplier On-Boarding solution	Per Individual		
G4.13	Sourcing solution	Per Individual		
G4.14	Purchasing solution	Per Individual		

Item	Description	Unit of Measure	Price per Unit (Excl. VAT)	Comments
	End-user training			
	End-user training and facilitation: +11 Trainees (Classroom)			
G4.15	Demand Management solution	Per Individual		
G4.16	Supplier On-Boarding solution	Per Individual		
G4.17	Sourcing solution	Per Individual		
G4.18	Purchasing solution	Per Individual		
	End-user training and facilitation: +11 Trainees (Virtual)			
G4.19	Demand Management solution	Per Individual		
G4.20	Supplier On-Boarding solution	Per Individual		
G4.21	Sourcing solution	Per Individual		
G4.22	Purchasing solution	Per Individual		
	Training of suppliers			
G4.23	Training material for suppliers on the use of Supplier on-boarding solution	Once off cost		
G4.24	Supplier training and facilitation: 20-30 Supplier Representatives (Classroom)	Per Individual		
G4.24	Supplier training and facilitation: 20-30 Supplier Representatives (Virtual)	Per Individual		

TABLE G5: PRICE EVALUATION OF SCHEDULE E FOR THE SUPPORT SERVICES OF A SCM SOLUTION.

This table is for the calculation of an evaluation price for Support Services of a complete SCM solution that meets the technical specifications and requirements as defined in Section 13 Specification. Where an item listed is included in another item or provided for free the price / rate must be shown as R 0 (zero Rands) and a comment must be provided in the "Comments" column.

For this scenario please provide pricing for the calculation of the evaluation price for the City to procure Support Services for a complete SCM solution. The items below applies to both an on premise and Cloud solutions. The typical solution must provide for the full functional requirements of Demand Management, Supplier On-Boarding and Sourcing as part of a SCM solution. Where a once-off costs applies for less than the contract term it must be indicated in the "Comments" column.

The City will calculate the total price for the Support Services on the SCM solution to get the price for Table G5.

Item	Description	Unit of Measure	Price per Unit (Excl. VAT)	Comments
G5.1	Call-out/Incidence	Per incident		
G5.2	Standby Support Service	Per year		

TABLE G6: PRICE EVALUATION OF SCHEDULE F FOR THE PROFESSIONAL SERVICES OF THE SCM SOLUTION.

This table is for the calculation of an evaluation price for Professional Services of the SCM solution that meets the technical specifications and requirements as defined in Section 13 Specification. Where an item listed is included in another item or provided for free the price / rate must be shown as R 0 (zero Rands) and a comment must be provided in the "Comments" column.

For this scenario please provide pricing for the calculation of the evaluation price for the City to procure Professional Services for the SCM solution.

The City will calculate the total price for the Support Services on the SCM solution to get the price for Table G6.

Item	Function/Role	Skill Level	Unit	Price per unit (Excl. VAT)	Comments
G6.1	Supply Chain Management: Project Manager	Principal	Per hour		
G6.2	Supply Chain Management: Solution/Application Architect	Principal	Per hour		
G6.3	Supply Chain Management: Demand Management Consultant	Principal	Per hour		
G6.4	Supply Chain Management: Sourcing Consultant	Principal	Per hour		
G6.5	Supply Chain Management: Supplier On-Boarding Consultant	Principal	Per hour		
G6.6	Supply Chain Management: Purchasing Consultant	Principal	Per hour		
G6.7	Supply Chain Management: Change Management Lead	Principal	Per hour		
G6.8	Supply Chain Management: Training Lead	Principal	Per hour		
G6.9	Supply Chain Management: Technical Developer Lead	Principal	Per hour		
G6.10	Supply Chain Management: Testing Lead	Principal	Per hour		
G6.11	Supply Chain Management: Public Sector Industry Expert	Principal	Per hour		

(6) SUPPORTING SCHEDULES

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

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

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

Date

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

13.1.2. 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

- ☐ Non-Profit Company
☐ State Owned Company
 [Tick applicable box]

- 4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 3.1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.2 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

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

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

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

Signature _____

Print name:

Date

On behalf of the tenderer (duly authorised)

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

8.1 Pricing Instructions:

8.1.1 The %'s tendered for Solutions/ Licences and Back-End Services (Schedules A of the Price Schedule) will be fixed for the duration of the contract.

8.1.2 The rates tendered for Installation & Implementation Schedule B, and Change Management Schedule C of the Price Schedule will be once-off at the commencement of the contract, and therefore not subject to contract price adjustment.

8.1.3 Only the rates tendered for Schedule D, E and F of the Price Schedule will be subject to contract price adjustment in terms of Consumer Price Index (CPI), as per the below CPA mechanism.

Contract Price Adjustment will be applicable as from commencement of the 13th month of the contract period. Tenderers shall be entitled to claim contract price adjustment as follows:

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

1st year:	12 months from date of commencement of contract. Firm – No request for price increases shall be entertained.
2nd year:	From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the date of commencement. The end month shall be three (3) calendar months prior to the 12th month.
3rd year:	From start of 25th month to end of the 36 th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 13th month. The end month shall be three (3) calendar months prior to 24th month.
4th year:	From start of 37th month to end of the 48 th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 25 th month. The end month shall be three (3) calendar months prior to 36 th month.
5th year:	From start of 49th month to end of the 60 th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 37 th month. The end month shall be three (3) calendar months prior to 48 th month.
6th year:	From start of 61 st month to end of the 72 nd month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 49 th month. The end month shall be three (3) calendar months prior to 60 th month.
7th year:	From start of 73 rd month to end of the 84 th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 61 st month. The end month shall be three (3) calendar months prior to 72 nd month.
8th year:	From start of 85 th month to end of the 96 th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 73 rd month. The end month shall be three (3) calendar months prior to 84 th month.
9th year:	From start of 97 th month to end of the 108 th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 85 th month. The end month shall be three (3) calendar months prior to 96 th month.

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

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

8.2 CPA Process:

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

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

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

8.2.3 Process that will be followed

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

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

8.3 Contract Extension:

The contract period shall be for a period of seven (7) years, but not exceeding 7 financial years from the commencement date of the contract. The contract will be awarded with a condition to extend for three (3) subject to performance and any other deemed necessary reviews. The extension of the contract to be implemented at the sole discretion of the City.

This tender will be awarded subject to application of Section 33 of the Local Government Municipal Finance Management Act 56 of 2003.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [DP5520/2019/20: SUPPLY INSTALL AND MAINTAIN A SUPPLY CHAIN MANAGEMENT SOLUTION (DEMAND MANAGEMENT, SUPPLIER ON-BOARDING AND SOURCING) FOR THE CITY OF CAPE TOWN] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Price Basis for Imported Resources

NOT APPLICABLE TO THIS TENDER

Schedule 11: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Information to be provided with the tender

The following information shall be provided with the Tender:

OSM Accreditation / Authorisation

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

Functionality:

Schedules 13B to 13G: Tenderers are to complete the Evidence to Functionality Schedules i.e. Schedules 13B, 13C, 13D, 13E, 13F and 13G as per clause 2.2.1.1. 5 of the Eligibility Criteria.

Technical Schedule:

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

Pricing Instructions – OSM Recommended Retail Price List:

Schedule 13L: Tenderers are to attach proof of the OSM Recommended Retail Price List as per clause 5.9 and 5.11 of the Pricing Instructions.

Additional Requirements for Information Purposes only:

- Schedule 13P – Project Plan: Tenderers are to complete Schedule 13P as per Paragraph 13.8 of Section 13 of the tender.
- Schedule 13Q – Resource Approach: Tenderers are to complete Schedule 13Q as per Paragraph 13.8.2.4, Item a of Section 13
- Schedule 13R – Integration Approach: Tenderers are to complete Schedule 13R as per Paragraph 13.8.2.4, Item b of Section 13.
- Schedule 13S – Risk and Issue Approach: Tenderers are to complete Schedule 13S as per Paragraph 13.8.2.4, Item c of Section 13
- Schedule 13T – Testing Approach: Tenderers are to complete Schedule 13T as per Paragraph 13.8.2.4, Item d of Section 13
- Schedule 13U – Data Migration Approach: Tenderers are to complete Schedule 13U as per Paragraph 13.8.2.4, Item e of Section 13
- Schedule 13V – Change Management Approach: Tenderers are to complete Schedule 13V as per Paragraph 13.8.3 of Section 13
- Schedule 13W – Training Approach: Tenderers are to complete Schedule 13W as per Paragraph 13.8.4 of Section 13
- Schedule 13X – Support Approach: Tenderers are to complete Schedule 13X as per Paragraph 13.8.5 of Section 13
- Schedule 13Y – Solution Demonstration provided by the Tendering Entity (Refer to paragraph 13.9)

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

SIGNED ON BEHALF OF TENDERER:.....

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

Tenderers must be authorised or accredited by the OSM or copyright holder to sell, distribute, implement and support the software solution and manage any warranty processes and escalations as and when required. Alternatively, should the authorization / accreditation be from a distributor, then a proof of authorization, authorizing the distributor to resell and/or authorize others by the OSM or copyright holder, must be submitted.

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

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13B – Evidence to Functionality Schedule: Experience of the Tendering Entity providing Supply Chain Management (SCM) Solutions (Refer paragraph 2.2.1.1.5, Item 1 of the Functionality Criteria)

Tenderer to demonstrate knowledge and experience in supply, implementation, transitioning, maintaining and supporting the relevant Supply Chain Management (SCM) Solution in all three areas of Demand Management, Supplier On-boarding and Sourcing as stipulated in Section 13 with a completion date in the last 5 years.

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

CLIENT	SOLUTION PROVIDED	ROLE PERFORMED	START DATE	END DATE	REFERENCE – CONTACT NAME	REFERENCE – CONTACT EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13C – Evidence to Functionality Schedule: Experience of the Tendering Entity in the implementation Supply Chain Management (SCM) Solutions (Refer paragraph 2.2.1.1.5, Item 2 of the Functionality Criteria)

Tenderer to demonstrate knowledge and experience in, implementation of a relevant Supply Chain Management (SCM) Solution in all three areas of Demand Management, Supplier On-boarding and Sourcing as stipulated in Section 13 with a completion date in the last 5 years, indicating the number of implementations.

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

CLIENT	SOLUTION PROVIDED	ROLE PERFORMED	NUMBER OF IMPLEMENTATIONS	REFERENCE – CONTACT NAME	REFERENCE – CONTACT EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13D – Evidence to Functionality Schedule: Size of organisation where a Supply Chain Management Solution (SCM) has been implemented by the Tendering Entity – Internal Users (Refer paragraph 2.2.1.1.5, Item 3 of the Functionality Criteria)

Tenderer to demonstrate the size of the implementation of a relevant SCM solution in the areas of Demand Management, Supplier On-boarding or Sourcing as stipulated in Section 13 has been implemented at their clients, indicating the number of internal users.

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

CLIENT	SOLUTION PROVIDED	NUMBER OF INTERNAL USERS	START DATE	END DATE	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13E – Evidence to Functionality Schedule: Size of Implementation where a Supply Chain Management (SCM) Solution has been implemented by the Tendering Entity – External Users (Refer paragraph 2.2.1.1.5, Item 4 of the Functionality Criteria)

Tenderer to demonstrate the size of the implementation of a relevant SCM solution in the areas of Supplier On-boarding or Sourcing as stipulated in Section 13 has been implemented at their clients, indicating the number of external users.

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

CLIENT	SOLUTION PROVIDED	NUMBER OF EXTERNAL USERS	START DATE	END DATE	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13F – Evidence to Functionality Schedule: Operational Experience of the Tendering Entity (Refer paragraph 2.2.1.1.5, Item 5 of the Functionality Criteria)

Tenderer to demonstrate relevant experience in post implementation software maintenance and support of a relevant Supply Chain Management (SCM) Solution in the areas of Demand Management, Supplier On-boarding and Sourcing as stipulated in Section 13.

Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of years providing operational maintenance and support, Role performed (Main Contractor, Sub-Contractor, etc.), as well as all the referee's verifiable contact details.

CLIENT	SOLUTION PROVIDED	ROLE PERFORMED	START DATE	END DATE	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13G – Evidence to Functionality Schedule: Previous Comparable Project and Client (Refer paragraph 2.2.1.1.5, Item 6 of the Functionality Criteria)

Tenderer to demonstrate where relevant Supply Chain Management (SCM) solutions in the areas of Demand Management, Supplier On-boarding and Sourcing as stipulated in Section 13, have been implemented with a completion date in the last 5 years comparable to the scope and requirements of City of Cape Town.

Tenderers must provide verifiable evidence. This evidence may be in the form of references, identifying the client in terms of Solution provided Role performed (Main Contractor, Sub-Contractor, etc.), where a Supply Chain Management (SCM) solution was implemented as well as all the referee's verifiable contact details. Clearly identify if the client is a Public Sector client.

CLIENT	SOLUTION PROVIDED	ROLE PERFORMED	PUBLIC SECTOR (YES/NO)	START DATE	END DATE	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13H – Technical Schedule: Functional Requirements for Demand Management as part of the Supply Chain Management (SCM) Solution
(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.6.1 of Functional Requirements)

These functional requirements definition specifically relates to Demand Management and **SCHEDULE A in Section (5) Price Schedule** of this tender document.

The Tenderer must complete **Schedule 13H** and indicate in the column “**Compliant Yes / No / partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 13L** of the tender. The information provided in **Schedule 13L** will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Supply Chain Management (SCM) Solution	Software & Version where applicable	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise or Cloud Hosted?
1.1. Demand Forecasting					
1.1.1. Global Demand Plan	a) The ability to host and manage a global demand plan showing procurement forecast in terms of the quantity / value and nature of goods/ services, by initiative/project and cost centres with planned procurement timelines supported by sourcing projects. b) Strategic projects must be easily identifiable through classification at directorate level with further clarification for CFO and City Manager with ability to amend as and when required				
1.1.2. Demand Registration	a) The registration of new project demand requirements (integrated from SAP Portfolio & Project Management) for projects submitted in the upcoming multi-year budget				

	<p>period.</p> <ul style="list-style-type: none"> b) The manual registration of new demand requirements for departmental (cost centre) procurement submitted in the upcoming multi-year budget period. c) The automatic registration of new demand requirements for expiring term tenders. d) A demand coming from MRP processes e) The estimated value and required by date of the demand requirement must be provided on registration, including demand categorisation (see below). f) The system should allow for capturing of future planned demands whether budgeted for or not. g) Approved Demand Plan: For the demand within the 3 years and beyond the system must validate that there is a budget in place – for approved in PPM or future system h) Unapproved/draft Demand Plan: Estimated value captured on the Demand Plan and not in PPM or future system i) The system should enforce data integrity through mandatory fields for reporting purposes 				
1.1.3. Workflow	<ul style="list-style-type: none"> a) The system should provide for a configurable system of workflow for the automatic triggering of alerts for certain events, or for the approval of submissions or any step in the process. b) Workflow shall include a hierarchy of escalation should the workflow not be attended to by the receiver within a given period 				

<p>1.1.4. Categorisation of demands</p>	<p>a) The consistent categorisation of demand requirements should enable the analysis of demand across several categories, which could provide valuable information for strategic demand management decision-making.</p> <p>b) This should cater for both RFQ and RFP. Categorisation capability to include at least the following:</p> <ul style="list-style-type: none"> i. Type of goods / services. Currently there are 17 (seventeen) different categories to cater for ii. Strategic importance, e.g. Strategic projects must be easily identifiable through classification at directorate level with further clarification for CFO and City Manager with ability to amend as and when required iii. Priority iv. Organisational Assignment/Requesting Cost Centre v. Project vi. Funding type and funding source identifier (e.g. grant funding, capital budget, etc.) vii. Contract duration viii. Contract start date ix. Unique demand identifier x. Repeatable demand xi. Type of bid – RFQ or RFP xii. Contract type associated with demand 				
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	<p>xiii. Contract complexity envisaged</p> <p>xiv. Section 33 Contract Indicator</p>				
1.2. Supply Planning					
1.2.1. Demand aggregation	<p>a) It should be possible to search for and to aggregate demand with specific similarities (nature of goods/services, timelines, expiry date, etc.) and to convert these collective demands into a single, uniquely identifiable sourcing project against which the demand is to be registered as being in fulfilment. Rules will need to be applied to differentiate goods and / or services that can or cannot be aggregated.</p> <p>b) It should also be possible to include awarded tenders that have not expired, in the search, and permit the assignment of a new demand requirement to be satisfied by an existing awarded tender. Rules will need to be applied to differentiate which tenders can be used in this way and if applicable who the tender can be used by.</p>				
1.3. Demand Analysis					
1.3.1. Demand analysis	<p>a) It should be possible to extract and aggregate current and historical demand requirements to identify opportunities for economies of scale, specialised procurement initiatives, demand forecasting, etc.</p>				
1.3.2. Demand monitoring	<p>a) It should be possible to monitor the status of all registered demand requirements in the demand plan. These include requirements that are:</p> <ul style="list-style-type: none"> i. Created (i.e. no sourcing fulfilment has been actioned yet for the requirement) ii. In progress (i.e. where a sourcing project has been created for subsequent sourcing activities, or where a requirement has been 				

	<p>aggregated/included into an existing/in progress sourcing project)</p> <p>iii. Awarded (i.e. where requirements have either been awarded or assigned to existing awarded tenders).</p> <p>iv. Cancelled</p> <p>b) Once the demand requirements have been assigned to a sourcing project, the demand requirement(s) status should be automatically derived from the associated sourcing project status.</p> <p>c) Notifications are required to initiate sourcing with variable lead times based on categorisation.</p>				
1.3.3. Pricing Database	<p>a) The system shall provide for a pricing database which is linked to existing materials in SAP-MM or any future ERP system as well as other materials for which the City intends monitoring market related prices. The sources of data for this database include but not limited to Tender/Contract Management System, Procurement System, Price Surveys, Supplier Catalogues (interface and/or upload).</p> <p>b) The system must have flexibility for price updates at different stages of the demand.</p> <p>c) The system shall provide for searching and exporting of data in order to perform comparative market analysis of pricing based on historic costs as well as current market research. The system shall provide for a validity period of each price for each item as well as the source of the data and date obtained.</p> <p>d) Where a material number is used in the process of soliciting pricing during the SCM process, the data from the pricing database shall be available for viewing</p>				

	<p>if needed.</p> <p>e) The system shall also provide for a full audit trail of all the data with version control.</p> <p>f) Any bid or RFQ recommended for approval; must run the commodity against the Pricing database. If available, the system must indicate whether the commodity recommended for approval has a variance above a specified threshold.</p>				
1.3.4. Risk Register	<p>a) It should be possible to maintain a risk register pertaining to the Demand Management system whereby risks identified during or after a tender process are stored in a database and linked to the particular Demand Plan item, Tender, Contract and future cycles of each tender.</p> <p>b) Risks shall be categorised and combined with short and long text details as well as provision for the storage of electronic attachments for reference purposes.</p>				
1.3.5. Reporting	<p>a) The system shall provide for a comprehensive suite of reports to provide management information for the oversight of the demand management system. These reports should be customisable by each user in terms of the fields as well as the ability to focus (filter) on specific fields, periods or statuses.</p> <p>b) Comprehensive reporting functionality relating to each item of each contract, or any item across multiple contracts should be possible, as relates to contract price, commitments and spend, in order to provide management information.</p> <p>c) The system should be able to export any demand management database into common formats such as delimited, Excel, fixed length, etc. in order to allow for</p>				

	<p>external data analysis for management purposes</p> <p>d) As a minimum the system must cater for the following reports:</p> <ul style="list-style-type: none"> i. Demand Plan Overview – High level overview of all tenders on the Demand Plan over the MTREF period for your Directorate. ii. Demand Plan Detailed Report – A Detailed report listing all tenders for the current financial year. iii. Current Demand Plan Detailed Report – A Detailed report listing all tenders for the financial year. iv. Demand Plan Slippage Report – Detailed progress report on all tenders currently in process for your Directorate. v. Tender Timeline Report – Supplement to the Slippage Report providing a detailed breakdown of slippage against tender milestones. vi. BIF Spec Due – A list of all tenders for which the specifications are due/will be due for submission to SCM in order for the tender process to start. vii. Projects not Linked to a Procurement Method viii. Tender Slippage by Project Manager – An Overview of Tender Slippage by Project Manager ix. Lag Report – An overview of the durations between the various stages in the Bid Specification Process comparing planned dates to actual dates x. BIF/Spec Outstanding Report for the current year xi. BIF/Spec Outstanding Report for the following year 				
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1.4. Other Capabilities					
1.4.1. Data integration	a)	The system should be able to integrate with ERP system modules e.g. Materials Management, Project Portfolio, Contracts			
	b)	Geo spatial systems			
1.4.2. Data Migration	a)	The system should allow for mass upload of current data from a cloud based system			
	b)	Current database has over 12000 records (open and closed)			
	c)	A demand of approximately 1000 is loaded every 3 years			

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13I – Technical Schedule: Functional Requirements for Supplier On-Boarding as part of the Supply Chain Management (SCM) Solution
(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.6.2 of Functional Requirements)

These functional requirements definition specifically relates to Supplier On-boarding and **SCHEDULE A in Section (5) Price Schedule** of this tender document.

The Tenderer must complete **Schedule 13I** and indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 13L** of the tender. The information provided in **Schedule 13L** will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Supply Chain Management (SCM) Solution	Software & Version where applicable	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise or Cloud Hosted?
2.1. Supplier Registration					
2.1.1. Identify Supplier	<p>a) All suppliers who want to register on the City of Cape Town supplier database must first register with National Treasury's Central Supplier Database (CSD) as per National Treasury requirement. If a supplier does not have a CSD registration number the system must automatically direct him to the CSD site.</p> <p>b) Suppliers can be identified from various sources and should be triggered through the following events:</p> <ul style="list-style-type: none"> i. As a Business Partner (Revenue) – already registered for e-services but not as a supplier ii. Through the Tendering or Procurement process (expedited registration) iii. As a Brand new supplier (self-registration) 				

	<p>through e-services)</p> <ul style="list-style-type: none"> iv. As a CBV (Community Based Vendor) through Sub-Council v. Already registered within CSD (Pull information through to CoCT registration) vi. Not registered on CSD so should be directed to first register on CSD before registering on CoCT system vii. Already registered and trying to duplicate registration – this must be prevented 				
2.1.2. Register Supplier	<ul style="list-style-type: none"> a) Information from the supplier registration process will need to be utilised in the end-to-end process. This information is used in identifying suppliers in project planning phases, supplier identification pre-advertising, evaluation criteria, bid responsiveness, PPPFA scoring, etc. b) When the supplier register on the supplier portal the CSD number must be captured <ul style="list-style-type: none"> i. If the supplier is already registered on CSD the system must pull through all the supplier information ii. If the supplier is not registered on CSD the system must launch the CSD page for CSD registration c) Supplier Information Vetting and Data: Critical Vendor information can be obtained and verified from several sources obtaining critical data that are required to successfully register a supplier. These aid the validations and provide data integrity and 				

	<p>should include automated data retrieval from key sources, such as, SARS, CIDB, CSD, CIPC, PERSAL, etc., for automated validation requirements</p> <p>d) Supplier Commodity Linking:</p> <p>This information will pull through from CSD. This provides the business with the capability of understanding the supplier base from a strategic sourcing perspective, as well as, project planning before initiating a Sourcing requirement on the Demand Plan. This will identify the suppliers linked to the chosen commodity code at the RFx stage of a Sourcing Project. It will also help the business identify the possible suppliers in the Demand Planning stage in identifying that the City of Cape Town has a registered supplier community that can possibly bid for the requirements (supplier identification).</p> <p>e) Supplier CIDB Certification:</p> <p>This is an important part of the responsiveness criteria. This information should interface with the CIDB website and needs to be stored and updated on expiry date (continuously when records are out dated).</p> <p>f) Supplier Tax Status:</p> <p>Tax Status indicator will pull through from CSD. Else, in the event where CSD is offline, the tax clearance status should be able to be manually retrieved from the SARS website via a tax pin.</p> <p>g) Conflict of Interest Declarations:</p> <p>It is also envisaged that the SCM Solution must integrate with automated data retrieval from key sources, such as, SARS, CIDB, CSD, CIPC, PERSAL, WCSD, Payroll, to check that none of the Directors of a Supplier, or their staff members and service providers,</p>				
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	<p>are employed by the State.</p> <p>The solution-must be able to identify whether any family members of the vendor are employed by the City of Cape Town or any other organ of state as well as the position which they hold in the state. Declaration of Interest must have comprehensive set of mandatory declarations to cater for clear declarations.</p> <p>The system must assess each declaration made and classify/ flag the declaration as Apparent, Direct or Potential conflict.</p> <p>Each time the registered service provider submits a bid in either the RFQ or bid space; the declaration, whether apparent, direct or potential conflict must be flagged for the attention of the evaluators (in the RFQ space), or the attention of the Bid Evaluation Committee's and Bid Adjudication Committee.</p> <p>h) Community/Ward Based Suppliers:</p> <p>The system must allow for the correct capture of the community/ward related information and allow for reporting on this. The system must be capable of updating ward or sub-council information as and when required (e.g. when there is a new election). It must be able to classify vendors in terms of vulnerable groups aligned to the various RDP goals, and choose from a category of set thresholds the % of Black Women owned, Youth, etc.</p> <p>This must be flexible enough to be aligned to the future Preferential Procurement Regulations should they change.</p> <p>i) Other:</p> <p>Other information regarding supplier information, such</p>				
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	<p>as, possible GPS Coordinates for Geospatial spend, etc.</p> <p>Vendors should be automatically notified via the system if any of the documentation are close to expiry date.</p> <p>Red flags should be provided to the user if any of the compulsory documentation has expired</p>				
2.2. Supplier Classification					
2.2.1. Categorise a Supplier	<p>a) Once the supplier exists on CSD the supplier must complete the registration process on the portal by indicating different roles.</p> <p>b) Based on the data captured a supplier is allowed to proceed to the next stage of loading declarations. The system must prompt or lead the supplier to the next stage of the process once all the required data has been captured</p>				
2.3. Supplier Qualification					
2.3.1. Capture Declarations	<p>a) Various declarations are captured and loaded on to the system.</p> <p>b) Employee declarations must be renewed annually. The system must therefore prompt both registered service providers and identified employees within the City of Cape Town thrice leading up to the expiry of the declaration. This must be able to interface and integrate with other CoCT systems such as Procurement (PO Creation), Accounts Payable etc.</p> <p>c) Declarations which has lapsed, and not signed timeously; must be reported to SCM Management. In addition, when there is a change/ update made to the declaration, this must be flagged both on the system, as well as reported to SCM Management.</p>				

	<ul style="list-style-type: none"> d) All declarations made must include automated data retrieval from key sources, such as, SARS, CIDB, CSD, CIPC, PERSAL, WCSD, Payroll, etc e) The system must assess each declaration made and classify/ flag the declaration as Apparent, Direct or Potential conflict. f) All declarations/ conflicts of interest must be tested, all the time across Payroll, CSD and WCSD, especially before key committee meetings are to be held g) The system must allow for easy capture of the declarations, e.g. check boxes. h) Should a risky declaration be made, e.g. a supplier is a past director in the City then flags should be raised indicating what risk exists. i) The system must have the capability to check the Human Resource system for employee restraint of trade using the Identity Document numbers. j) If a person is working for the City of Cape Town or his resignation period is still within a restrained zone, the system must raise a flag and report should be sent to SCM Management for approval before the process can continue. k) Within the confines of the Protection of Personal Information Act (POPIA) the solution should be able identify whether any family members of the vendor is employed by the City of Cape Town or any other organ of state as well as the position which they hold in the state. The Declaration of Interest must have a comprehensive set of mandatory declarations to cater for clear declarations 				
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	<p>l) The system should be able to indicate and block a vendor from registration on the database should the vendor reflect on the National Treasury database of restricted suppliers or other CoCT lists e.g. The Red List. The system should have a capability to load and store MBD4 – Declaration of Interest and other associated documentation.</p> <p>m) Line Departments must only be able to load purchase orders and process payments onto vendors who do not have any flags or blocks</p>				
2.3.2. Create Vendor on SAP	a) Once all the supplier data has been vetted and approved for doing business with the City of Cape Town a defined set of fields must be taken to SAP or any future ERP System to create the Vendor Master Record.				
2.4. Other Requirements					
2.4.1. Data Migration	<p>a) The City of Cape Town currently has a Supplier Registration portal with supplier registration in process.</p> <p>i. A freeze/cut over period must be put in place to finalise all suppliers pending approval</p> <p>ii. Only fully vetted suppliers must be migrated to the new system.</p> <ul style="list-style-type: none"> ▪ Currently there are 5427 Registered and active suppliers ▪ Between 90 and 100 suppliers are registered every month 				
2.4.2. Reporting	<p>a) As a minimum the solution should be able to provide the following reporting capabilities:</p> <p>i. Number of Suppliers that are Black owned from a pre-defined threshold</p>				

	<ul style="list-style-type: none"> ii. Number of Suppliers that are at least Black Woman owned from a pre-defined threshold iii. Number of new registrations processed for a certain period iv. % of suppliers listed and blocked according to Red List v. List of Active Suppliers per commodity per Area/Sub-Council vi. List of suppliers with outdated information e.g. BBBEE expired or DOI is outdated, etc. vii. Rand Value spend per supplier per Sub-Council and Ward, etc. viii. Any other customisable reports based on the selected fields available 				
2.4.3. Document Capture	a) The system should have a capability to load all defined key documents				
2.4.4. Audit Trail	a) The system should have full audit trail of all the changes to the Supply with logs				

SIGNED ON BEHALF OF TENDERER:

Schedule 13J – Technical Schedule: Functional Requirements for Sourcing as part of the Supply Chain Management (SCM) Solution
(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.6.3 of Functional Requirements)

These functional requirements definition specifically relates to Sourcing and **SCHEDULE A in Section (5) Price Schedule** of this tender document.

The Tenderer must complete **Schedule 13J** and indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 13L** of the tender. The information provided in **Schedule 13L** will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Supply Chain Management (SCM) Solution	Software & Version where applicable	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise or Cloud Hosted?
SOURCING VIA RFQ (under R200k)					
3.1. Request for Quotaions and Award					
3.1.1. Ability to pull Purchase Requisitions from ECC	a) The system should pull all the approved Purchase Requisitions from ECC that meet the RFQ criteria for RFQ processing. b) The system should allow for the consolidation of the requirements into a single sourcing project using the material master where it exists or using the general text description. c) The system should allow for the definition of the evaluation criteria upfront and allow requestor to perform the functional evaluation.				
3.1.2. Advertise the RFQ	a) The delegated buyer should be able to advertise the RFQ from within the system. b) In the case where a panel exists the RFQ should be sent to the panellists otherwise sent to the open market. c) The system should be capable to execute rotation in the case of a panel.				

3.1.3. Brief Suppliers	a) All RFQ respondents must first register on the Supplier Registration portal before they can submit any response online b) The system should have the capability to send out notifications related to the RFQ				
3.1.4. Submit and Open RFQ	a) The system should allow for online submission and opening of the RFQ				
3.1.5. Evaluate RFQ	a) The system should be able to evaluate the RFQ based on the defined criteria				
3.1.6. Adjudicate and Award	a) The system should have the capability to adjudicate and award the RFQ to the successful bidder. b) If a decision is taken to cancel the RFQ the system should allow for cancellation with the reasons for cancellation of the RFQ and communicating to the suppliers.				
3.1.7. Send Award Notification	a) Once adjudication and award has been finalised the system should be able to send award notifications to both successful and unsuccessful bidders				
3.1.8. PO Creation	a) Once the Award is done the system should allow for the creation of the PO in the SCM system and update the Purchase Requisition				
3.1.9. Create/Update Supplier Panel	a) If a panel of suppliers has been established the system should be able to create one or update the awarded list to indicate who was awarded the work for rotational purposes				
3.1.10. Reporting	a) The system should have reporting capability. The following set of the reports must be provided as a minimum: <ul style="list-style-type: none"> i. List of RFQ's awarded per vendor ii. RFQ's awarded per period 				

	iii. RFQ's to be actioned				
SOURCING VIA REQUEST FOR PROPOSAL / TENDERS (over R200K)					
3.2. Bid Initiation					
3.2.1. Bid Initiation	<p>a) The Sourcing Solution should allow a flexible sourcing project plan to be created, with clear roles and responsibilities and timeline that defines:</p> <ul style="list-style-type: none"> i. BIF Sign-off: The planned date when the BIF will be initiated and how long it will take for the BIF to be signed-off. ii. Bid Specification: The planned date when the drafting of the bid specification will commence, how long it will take and the date and time of the BSC Meetings to be scheduled. iii. Bid Specification Approval: The start and end date when the bid specification will be approved. iv. Bid Advertising: The planned date (milestone) when the bid will be advertised and the duration of the advert. v. Bid Briefing: The planned date when the bid briefing will be conducted. vi. Bid Closure: The planned date (milestone) when the bid will close. vii. Bid Compliance: The planned start and end date for the bid compliance evaluation. viii. Bid Evaluation: The planned date when the 				

	<p>drafting of the bid evaluation will commence, how long it will take and the date and time of the BEC Meetings to be scheduled.</p> <p>ix. Evaluation Report: The planned date (milestone) when the evaluation report will be submitted.</p> <p>x. Bid Award: The planned date (milestone) when the bid will be awarded.</p> <p>xi. Bid Appeal Period: The planned start and end date of the bid appeal period.</p> <p>xii. Initial Contract Compliance: The planned date (milestone) when the successful bidder must supply any sureties, insurance cover, forward cover, etc. required by the contract.</p> <p>xiii. Section 33 Indicator: If the bid is subject to section 33 the indicator must be flagged to allow for subsequent S33 requirements</p> <p>b) The system must have tender planning and tender timeline tracking capabilities throughout the lifecycle of the tender, and be able to have multi-level reporting function.</p>				
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3.3. Bid Specification					
3.3.1. Bid Specification	a)	The system must provide a minimum set of easily customisable tender/bid templates for the different tender/bid types e.g. CIDB specific templates See Appendix C for the minimum set required			
	b)	Bid initiation: conversion of an aggregated demand into a tender initiative to be executed using project management principles			
	c)	Bid categorisation: categorisation of tenders into specific initiative types that defines the content structure of the tender specification. For example there are open tenders, deviation within a contract, closed tender, sole provider, single source, emergency tender and income generating tenders among others.			
	d)	Contract categorisation: the ability to categorise the contract type that will result from the tender.			
	e)	Minimum Supplier Compliance Requirements: it must be possible to configure and select a set of minimum criteria that prospective suppliers must conform to (CIDB ratings, etc.) so that prospective bidders can quickly determine if they qualify to participate or not e.g. Statutory Registration			
	f)	All changes to the tender meta-data (e.g. specification committee members) must be recorded in an audit trail that includes the user that changed the data, the date and time of the change and the value that was changed and what it was changed from and to.			
	g)	Any template or material changes deemed necessary by the BSC, which however do not conform to standard practices and policies, will require the approval of the Manager: Tenders and Contracts.			

	<p>h) Standard tenders and contracts templates: The ability to implicitly select a tender template based on the type of tender for a particular scenario or to change the selection explicitly.</p> <ul style="list-style-type: none"> i. The ability to host a set of default tender templates associated with different tender categories. ii. The ability to host multiple contract authoring templates (main agreement, special conditions, management plan, etc.) and to implicitly include these based on the contract categorisation or to change the selection explicitly. Specific contract authority templates for goods and services versus construction related procurement (JBCC, FIDIC, SAICE GCC, NEC4 Suite, CIDB Professional Service etc.). iii. The ability to host different sets of templates, for example standard clauses, different variations of terms and conditions and the ability to include these templates into a specification document for subsequent modification. iv. The ability to manage template versions using formal author/reviewer/approver quality gates and the attendant role-based separation of concerns. v. Workflow from one gate to the next based on organisational or explicit hierarchies. vi. The system must have ability to enable BSC to select any combination of specific goals for each tender, and then for these requirements 				
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	<p>to be evaluated.</p> <p>vii. The system must have the ability for BSC's to insert content into the special contract conditions such as completion periods, penalties, retention and performance guarantee requirements, etc.</p> <p>i) Collaboration:</p> <p>i. The ability to create a BSC from a list of employees (integrated from the SAP HCM Personnel Administration module) with specific, configurable roles (chairperson, SCM practitioner, specification committee member, advisor, etc.).</p> <p>ii. Access to maintain the specification committee members and roles must be restricted by role.</p> <p>iii. The ability to circulate the specification within the committee and outside of CCT, i.e. PSP, Due diligence for collaboration in development and review of the specification through multiple draft cycles.</p> <p>iv. The ability to record the tender statuses during the specification phase and to workflow this to specific specification committee members for action (review by SCM practitioner, etc.) as well as to employees not in the committee for comment.</p> <p>v. Meetings of the tender specification committee should be scheduled via the solution with the ability to capture/ transcribe notes summarising the outcome of the</p>				
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	<p>specification meeting.</p> <p>vi. The different version of the tender specification, as it evolves, should be stored in the document version history in a read-only form, preferably only in the SAP Records Management environment.</p> <p>j) Goods & Services</p> <p>i. The ability to host a hierarchical catalogue of goods and services (integrated from SAP Material & Service master data, as well as specified directly within the sourcing environment).</p> <p>ii. The ability to include these goods / services into the tender specification simply and efficiently.</p> <p>iii. The ability to categorise goods as held in stock, non-stock goods purchased on contract and goods to be procured as non-stock.</p> <p>iv. The ability to host specifications of goods / services and to associate these specifications with specific items (with the objective that prospective suppliers can review the specifications once published).</p> <p>v. The ability to create pricing schedule (either from the SAP Material Master or directly on-system) and to include these bills of materials and their specifications in a tender specification.</p> <p>vi. The ability to associate simple and complex</p>				
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	pricing schedules with specific tender items.				
	<p>vii. The ability to specify whether or not functional scoring is required and to include a customisable, functionality schedule and scoring sheet in the tender document.</p> <p>k) Specification Approval:</p> <p>i. The solution must provide the ability to cycle through a specification-specific status lifecycle and accommodate a formal, multi-gate, approval-for-publication procedure (e.g. recommender, first approver, second approver).</p> <p>ii. Access to approve the various gates must be restricted to specific roles.</p> <p>iii. The system must conclude the BSC process by prompting each member/ participant to confirm their agreement/ disagreement with the outcome of the process. The disagreement by any member/ participant must prompt the BEC to address the disagreement.</p> <p>iv. The approval gates are typically determined from one of several possible approval procedures, selected on the categorisation of the tender and contract in conjunction with the projected value of the tender.</p> <p>v. On approval, a formal, electronic, specification document must be generated. This document must be lodged as final and sent through to the SAP Records Management environment. This version of the document should become the one true</p>				

	source.				
	vi. Strict control must be imposed on any re-issue of the tender in both the change of specification (if needed) and the procedure for re-issue.				
3.4. Bid Advertisement and Invitations					
3.4.1. Tender Advertisement	<ul style="list-style-type: none"> a) Publication of the tender must be preceded by an approval workflow and the assignment of the cost centre/collector to which the cost of publication will be allocated. b) The requestor and approver for publication must be two distinct roles and two distinct people. c) Clarification notices may be issued subsequent to publication. The solution must ensure that every party that has expressed an interest in the tender, receives all notices and these also become part of the ancillary documents to the tender specification, to be included with all new enquiries. d) The system must control to whom requests for clarifications are sent and whom may reply, together with an approval workflow. 				
3.5. Bid Briefing and Notifications					
3.5.1. Site Inspections/ Bid Clarification Meeting	<ul style="list-style-type: none"> a) The system should allow for scheduling and recording of tender briefings. If the briefing is compulsory for submission the system should be able to flag and allow only tenderers that have attended the briefing session to respond and submit proposals b) Site meetings may be held for inspection or clarification. The solution must record the fact that site meetings were held, where, when and who attended (invites to be issued from the system). 				

3.5.2. Tender notices	a) The system should allow for online issue of all notices related to the tender, however, it should control to whom requests are send and who may reply, together with an approval workflow.				
3.6. Bid Submissions					
3.6.1. Online Bid Submission	<p>a) Prospective suppliers (bidders) must register as suppliers on the City's Supplier Registration solution prior to submitting a response to a tender.</p> <p>b) Bidders must be able to complete their bids electronically on the system using named users with audit trails and must be able to save their bid in draft form until they are ready to submit.</p> <p>c) Draft bids must be saved securely in an encrypted form that cannot be inspected by anyone other than persons authorised by the bidder.</p> <p>d) Bidders must be able to upload supporting documentation using distinctive document types with appropriate metadata for each document type.</p> <p>e) Validate Supplier information and Certifications/Scheduling: It is anticipated that the system will validate the Supplier information of a prospective bidder, as well as, the validity of their Tax Compliance Status, CIDB Status, Conflict of Interest Declarations, etc. and notify the bidder that they should upload revised version(s) of the certificates if they want to submit the bid.</p> <p>f) The above validation should be determined at the first save of a draft in any one session, and again at submission. It must be possible for responders to work on responses on the system in draft form over multiple sessions and an extended period before submitting the</p>				

	<p>final draft.</p> <p>g) Complete Pricing Schedule: The bidder should be able to complete the item-specific pricing for all the line items in the pricing schedule, save the information already captured, come back later to update information up to the point where the bid should be submitted. System must automatically perform all calculations where pricing schedule requires calculations.</p> <p>h) Signing and Submission of Bid: Once a bidder is satisfied with his bid response, the bidder should electronically sign the bid and then submit the bid for consideration.</p> <p>i) Encryption of Submitted Bids: All signed bids must be encrypted and stored, to prevent any viewing of bid submission content before bid opening (closed event to buyer and supplier). The contents are only to be revealed upon opening of all bids on the closing date and time.</p> <p>j) Reporting on submissions: the system should be able to generate compliance report and eliminate non-responsive tenderers based on defined criteria and also allow a bidder to withdraw a tender that has been submitted prior to tender closing.</p> <p>k) On submission of the bid, the bid must be encrypted in such a manner as to effectively protect the contents from inspection by anyone other than persons authorised by the bidder.</p> <p>l) System should allow a bidder to withdraw a tender that has been submitted before tender closing</p>				
3.6.2. Bid Closing	<p>a) Tenders are required to be submitted by a closing date and time that must be strictly adhered to. This is to be enforced by the system.</p>				

	<p>b) Bidders with tender submissions in draft form must be sent reminder notifications prior to the closing date, reminding them to submit before closure.</p> <p>c) All draft bids should be set to a final, "not submitted" state on closure. They should still be visible to the bidder and the state of "not submitted" draft must be evident.</p> <p>d) Tenders also have a scheduled date and time of being opened. At the appointed date and time, all submitted bids must be decrypted and be made available in the bid evaluation environment.</p> <p>e) Bids will continue to be submitted in paper form for the foreseeable future. It must be possible for City staff to capture the paper submissions onto the system after the bids have been opened. Images of the original submission must be recorded on the system and associated with the bid for audit purposes.</p> <p>f) The price by bidder for each bid and the B-BBEE status/level of contribution of the bidder must be made public through electronic means, on the City's public website, on a wallboard in the public tender office and within each bidder's profile. Notification of the tender opening results should also be sent to the bidders by email.</p>				
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3.7. Bid Evaluation and Award					
3.7.1. Bid Evaluation	<p>a) All submitted bids are evaluated by a Bid Evaluation Committee (BEC) against the evaluation and scoring criteria as stated in the tender document. The BEC will make recommendations to the Supply Chain Management Bid Adjudication Committee (BAC) for the award of the tender. The BEC will:</p> <ul style="list-style-type: none"> i. Confirm the vetting and functionality scoring of submitted bids. ii. Confirm price and preference scoring (adjudication points) of all qualifying bids. iii. Confirm due diligence criteria. iv. Determine which bids qualify for award. v. Record a motivation for award to suppliers where the preferred supplier is not the one that has scored the highest adjudication points. vi. Recommend negotiation on contract price and / or changes to the terms and conditions of the proposed contract. vii. Suppliers are evaluated for compliance against the Supply Chain Management Policy, compliance with the South African Revenue Services' requirements, whether or not the supplier is restricted on the National Treasury Central Supplier Database, compliance with requirements of the Construction Industry Development Board, etc. as appropriate. <p>b) Evaluation / scoring criteria are established prior to publication of the tender and include, where appropriate, minimum thresholds (typically on</p>				

	<p>functional merit), below which threshold a bid will not be considered for adjudication.</p> <p>c) All bids submitted are evaluated for compliance and any bids deemed non-responsive may be excluded from the scoring process.</p> <p>d) Scoring may include functional and non-functional criteria.</p> <p>e) Scoring criteria are set out in a scoring template, against which all compliant bids will initially be evaluated. Those bids that do not meet the minimum thresholds will be excluded from adjudication.</p> <p>f) Suppliers are rated on B-BBEE levels of contribution and this forms part of the scoring in accordance with the Preferential Procurement Policy Framework Act (PPPFA), on an 80/20 or 90/10 basis with up to 20 or 10 points are allocated based on the supplier's B-BBEE level of contribution.</p> <p>g) Additional criteria may be added during evaluation, for example, weighted baskets of goods or services may be created based on the detail supplied in the bids.</p> <p>h) Tenders may be awarded in whole or in part and multiple awards may be made for specific combinations of goods or services (with justification).</p> <p>i) Bid evaluation typically takes place over multiple sittings of the BEC. Versions of the evaluation documents must be saved in a document repository or other database at each update for transparency and auditability.</p> <p>j) Similarly, all agendas and minutes of each BEC meeting should also be filed in the document</p>				
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	<p>repository along with signatures thereto.</p> <p>k) The Bid Adjudication Committee Award Recommendation is the final output of the BEC and this, too, must be saved, securely, as a record for future reference. It is envisaged that an electronic tendering solution:</p> <ul style="list-style-type: none"> i. Will provide templates, for example for BAC award reports. ii. Will enable online PPPFA-compliant bid evaluation with on-line collaboration of the members of the BEC. iii. Will be able to evaluate bids for lump sum, "basket"/typical project or line-item award recommendation. iv. Will enable the scheduling of BEC meetings and issuing invitations to those meetings to the BEC members. v. Will provide for the recording of agendas, attendance and minutes and for the compilation, recording and submission of the BAC Award Recommendation report. vi. Will support the management of a tender lifecycle as a project by monitoring milestones and escalating the BEC process to a steering body (SCM "War Room") when deadlines are threatened or missed. vii. Will support the automation of the tender process by submitting the BEC report for inclusion in the agenda of the next available Bid Adjudication Committee meeting. 				
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	<ul style="list-style-type: none"> viii. Will enable the BEC to update the tender project with additional tasks necessary to support the bid evaluation process. ix. The system should not allow a bid to be declared as Non-Responsive without a complete summary of the reasons for the outcome x. The system must conclude the BEC process by prompting each member/ participant to confirm their agreement/ disagreement with the outcome of the process. The disagreement by any member/ participant must prompt the BEC to address the disagreement. xi. Should an external Due Diligence process be executed, the outcome of the Assurance Report outcome must be assessed and recorded by the BEC, and included as part of the BAC report. xii. The final conclusion of the process must further prompt each participant/ member to confirm that the bid process was conducted with integrity and in a fair, transparent and equitable manner. 				
3.7.2. Bid Award	<ul style="list-style-type: none"> a) Bid adjudication is performed by a Bid Adjudication Committee (BAC) that sits periodically and considers the Bid Award Recommendation report produced by the BECs. b) It is envisaged that an electronic tendering solution will enable the: <ul style="list-style-type: none"> i. BEC to submit a final report for the recommendation of the BAC, by a given cut-off 				

	<p>date and time.</p> <p>ii. System to reject reports which are not uploaded with the necessary supporting documentation as listed in the report for example relevant annexures, checklist, declaration of interest, confirmation that recommended service providers are tax compliant, Financial Footnote, etc.</p> <p>iii. BAC members to be granted a window period in which they are able to review, comment and pose questions on the submitted reports; which will be prompted for the attention of the BEC.</p> <p>iv. BEC members to respond to any BAC review alerts within a given time frame. The system must further allow the BEC to address the comments by way of responding directly, making the necessary amendments to the reports etc.</p> <p>v. BAC to update the tender project with additional tasks specific to the BAC process.</p> <p>vi. BAC to review the recommendations electronically in a collaborative environment. Each member of the BAC must be prompted to either approve or do not approve the recommendation tabled, or exercise other authority in relation to the recommendations as it deems fit. The system must allow members to make a comment for each approval or not approval.</p> <p>vii. Auditability of the tender process by recording on system the agendas, attendance; minutes of meetings (against a predefined calendar) of</p>				
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	<p>the BAC as well as its decisions.</p> <p>viii. Reports on awards made must also be available for distribution to relevant management meetings</p> <p>ix. A record of Due Diligence Assessments conducted should be available throughout the process</p>				
3.8. Notifications, Appeals and Section 33					
3.8.1. Award Notification & Appeal	<p>a) It is envisaged that an electronic tendering solution will:</p> <p>i. Record and notify all bidders of the success or otherwise of their bids once the awards (in whole or in part) are made.</p> <p>ii. Notify all bidders of the 21-day duration appeals period.</p> <p>iii. Record the decisions in respect of each of the appeals submitted to the City Manager's representative (The Appeal Authority).</p>				
3.8.2. Contract Approval	<p>a) In the case where a Contract has been negotiated and the Contract and Contract Management Plan has been approved, the final documents should be stored in the contract repository with a "Finalised" status.</p> <p>b) Contract Loading onto SAP or any future system: The contract header details are loaded into CRMS while the full contract should be automatically loaded into SAP agreement. The full contract with all supporting documents should be uploaded and stored in the SAP CRMS.</p> <p>c) The signed contract should be stored in the Records Management and Document Management System</p>				

3.8.3. Section 33	<p>a) If the bid is subject to S33 process, the system must initiate the capture of the different approvals from the following entities/committees</p> <ul style="list-style-type: none"> i. CM PP Approvals ii. AG, NT and Depts relevant National Depts for Local Gov iii. Public Participation iv. Notices/Comments v. Mayco Approval vi. Council Approval vii. BBBEE reporting terms to align with PPRegs 2022 terms. <p>b) The system should allow for a defined execution of S33 steps/activities</p> <p>c) For each step of the process the system must prompt for the loading of documents (minutes, memos, etc.)</p> <p>d) Where the approving entity is internal to the City of Cape Town the system must allow for online approval</p>				
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3.9. Other Requirements					
3.9.1. Reporting	a) The solution should be able to provide the following reporting capabilities:				
	i. High priority Mayoral/City Manager project report				
	ii. Rand value of tenders awarded for a particular period				
	iii. Number of all awards made in terms of Section 36 of the MFMA Municipal Supply Chain Management Regulations				
	iv. R-value of all awards made in terms of Section 36 of the MFMA Municipal Supply Chain Management Regulations				
	v. The awards register				
	vi. B-BBEE Procurement spend on Empowering Suppliers that are at least 51% black owned				
	vii. B-BBEE Procurement spend on Empowering Suppliers that are at least 30% black women owned				
	viii. B-BBEE Procurement Spend from all Empowering Suppliers based on the B-BBEE Procurement				
	ix. Any other spending statistics e.g spending on EME within a particular period				
	x. Rand value of awards made to close family members of persons in the service of the state in terms of regulation 45 for a particular financial year (name of the company, close family member, position held in the state and rand value of spending (rates based) and award value approved				

	by BAC (if fixed based)				
	xi. Auto-archive the steps within the various bid processes, so as to generate a report either per Directorate, Department, Project Manager, Senior SCM Practitioner etc.				

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13K – Technical Schedule: Functional Requirements for Purchasing as part of the Supply Chain Management (SCM) Solution
(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.6.4 of Functional Requirements)

These functional requirements definition specifically relates to Sourcing and **SCHEDULE A in Section (5) Price Schedule** of this tender document.

The Tenderer must complete **Schedule 13K** and indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 13L** of the tender. The information provided in **Schedule 13L** will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Supply Chain Management (SCM) Solution	Software & Version where applicable	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise or Cloud Hosted?
4.1. Purchase Requisition					
4.1.1. Receive Purchase Requisition	a) The system should allow for retrieval of purchase requisition from ECC6 or future ERP System and SCM solution including plant maintenance requisition and the approval thereof as per the delegation of authority. b) The delegated buyer should be able to review and release purchase requisition for RFx purposes. c) The delegated buyer should be able to review and reject purchase requisition, as and when required. d) The system must be able to allow for processing of requisitioning against active contracts.				

	<ul style="list-style-type: none"> e) The system should be able to send automatic notifications/ reminders within predefined timeframes to end user/cost centre owner/manager when a requisition is rejected or approved. f) The system must allow for attachments to the requisitions. g) The system must link and update the work packages on the customised CRMS. h) The system must have built in validations, including the following: <ul style="list-style-type: none"> i. Workflow ii. Budget control iii. Release of requisitions according to delegation of authority iv. Financial year commitments v. Contract/agreement periods vi. Price conditions 				
4.2. Purchase Order					
4.2.1. PO Creation	<ul style="list-style-type: none"> a) Once the RFx Award is done the system should allow for the creation of the PO from SCM solution and update the Purchase Requisition in the CORE system. b) The system should also allow for creation of PO against a valid contract in the CORE system. c) The system should allow for expediting using different communication methods and reminder letters. 				

	<ul style="list-style-type: none"> d) The system must link and update the work packages on the customised CRMS. e) The system should auto create PO against valid contracts and workflow to the delegated authority for approval, Including the following as an example: <ul style="list-style-type: none"> i. Combine/merge multiple requisitions for same supplier onto one PO. f) The system must have built in validations of the following: <ul style="list-style-type: none"> i. Budget ii. Delegation of Authority and release strategy iii. If the above conditions are met the buyer should be able to release a PO g) The system should be able to link retentions on the contract (especially on construction related contracts) to the PO. h) The system must be able to create a contract from the information derived from the PO. When PO is acknowledged by the supplier, they must accept the contractual terms and conditions. 				
4.2.2. PO Issue & Acknowledgement	<ul style="list-style-type: none"> a) The supplier should be able to receive a notification (using different communication method) on the SCM solution that the PO has been issued. b) The supplier should be able to acknowledge receipt of PO. c) The system should have Portal/E-services view for suppliers to interact with. d) The system should be able to send automatic 				

	<p>notifications/ reminders using different communication methods within predefined timeframe before a delivery is due to the suppliers.</p> <p>e) The system should allow for expediting using different communication methods and reminder letters.</p>				
4.3. Other Requirement					
4.3.1. Reporting	<p>a) The solution should be able to provide the following reporting capabilities:</p> <ul style="list-style-type: none"> i. PO Acknowledgement ii. List of Goods Receipts for PO iii. Purchase requisition and PO Status Report iv. Requisition List v. Requisition Account Assignment vi. B-BBEE –specific goals requirements vii. Open Purchase Requisitions viii. Open Purchase orders ix. Consolidated management reporting x. Executive dashboards xi. Commodity reporting xii. Performance reporting (turnaround time) xiii. Near/real time reporting xiv. Exceptions reporting xv. Total number of Po's created per period, commodity, Directorate spend, suppliers and region. xvi. Reporting by Funding source. xvii. Allow functionality for ad hoc reporting and customisation of reports xviii. Purchase Orders issued against a contract # (detailed- per line item) vs GRN entries - to be able to identify where unspent funds can be returned to the contract xix. Reports to include both ex VAT and Inc. VAT Values. <p>b) System to be able to classify expenditure based on the</p>				

	<p>following categories</p> <ul style="list-style-type: none"> i. Contract Spend ii. Approved by BAC/CM iii. Community Based Project iv. Employee Bursaries v. Service RFQ under R30 000 vi. Under R2000 spend vii. Impractical to follow process:Cls36A(v) viii. Service RFQ over R30 000 ix. Insurance x. Less than 3 Quotes xi. Organs of State xii. Rental Agreements xiii. PO header value > R200 000 xiv. Emergency:Cls36A(i) xv. Approved by SCM Director xvi. Memorandum of Agreement xvii. Subscriptions xviii. Goods from single supplier:Cls36A(ii) xix. Legal costs/Fees xx. Statutory requirement 				
4.3.2. Data Migration	a) Data migration approach to be provided				

Schedule 13L - Pricing Instructions: OSM Recommended Retail Price List (Refer to paragraph 5.9 of the Pricing Instructions)

The tenderer shall provide detailed and comprehensive OSM Recommended Retail Price Lists and detailed explanation of Licensing Model proposed for solution being offered, for each OSM listed in the Price Schedules, in support of their Bid in Schedule 13L. The OSM price is the Original Software Manufacture’s Recommended Retail Price at the closing date of the tender. CCT reserves the right to approach the Original Software Manufacturers directly for OSM Recommended Retail Price Lists, if required to ensure fair, equitable, transparent, competitive and cost-effective evaluation of the bid as well as during the contract term for verification purposes.

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13M – Cloud Solution considerations for Schedule A (Refer to paragraph 13.6.1 to paragraph 13.6.4 of Functional Requirements)

Where cloud offerings are proposed, please complete cloud assessment criteria Table below:

INTERNAL Application Support and Enhancement cost for Resources - Per Year			
	Hours per month	FTE	Rate per hour
Bandwidth Cost External			
Contracted			
Additional			
Cloud Administrator			
Support			
Enhancements			
Usage Monitoring & Monitoring Analyst			
Support			
Enhancements			
PaaS Cost if Applicable			
Contracted			
Additional			
IaaS Cost if Applicable			
Contracted			
Additional			
Database Programmer / Administrator			
Support			
Enhancements			
Business Analyst			
Support			
Enhancements			
Project Manager			
Support			
Enhancements			
Other			
Support			
Enhancements			
Rate increase/Year (%)			%

CONTRACTOR Application Support and Enhancement Resources - Per Year			
	Hours per month	FTE	Rate per hour
Project Manager			
Support			
Enhancements			
Business Analyst			
Support			
Enhancements			
Application Developer / Programmer			
Support			
Enhancements			
System Analyst			
Support			
Enhancements			
Application DBA			
Support			
Enhancements			
System Administrator			
Support			
Enhancements			
Database Administrator			
Support			
Enhancements			
Rate increase/Year (%)			%
Hosting Options			
	Price (Year 1)	Rate increase / Year (%)	
Hybrid Cloud			
On Premise			
Cloud			
Alternative Costing (Leave 0 if not used)			
	Price (Year 1)	Rate increase / Year (%)	

Functional Requirements	Hourly Rate	Data transfer size	Comment
Cloud direct connect			
Data Egress (data transfer out of cloud)			

Functional Requirements	SA	International	Both
Data Location or Cloud Hosting Presence			

Other associated cost relating to a cloud proposal	Cost	Comments
<i>(Expand the table as required)</i>		

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

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13N – Technical Requirements: Technology Supported (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.7.1 of Technical Requirements)

The Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding and Sourcing) should support modern technology based on table provided in Section 13.7.1 of the tender as a minimum.

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

Paradigm/Context	Protocols	Serialisation/Data Formats	Compliant Yes / No / Partially	Comment / Mitigation
File Transfer	FTP (IETF Datatracker RFC959)			
email	POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252)			
REST SOAP	HTTP/1 (IETF Datatracker - RFC7230) HTTP/2 (IETF Datatracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455)	JSON (IETF Datatracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2)		
Message Queue Pub-Sub	Kafka Protocol AMQP (AMQP - 1.0, 0-9-1) ZMQ (RFC.ZeroMQ - 23/ZMQ) MQTT (OASIS - Version 5)			
Data transfer	LDAP ODBC			
Security protocols	TLS1.2 or later			
Runtime	Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK			

SIGNED ON BEHALF OF TENDERER:.....

Schedule 130 – ERP Specific Integration Capability (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.7.5 of Technical Requirements)

The Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding and Sourcing) should have an existing integration capability with SAP's Enterprise Resource Planning suite (SAP ECC 6) for the interfaces specified below:

Tenderer to complete the table in **Schedule 130** to indicate whether the product has an existing integration capability with SAP's Enterprise Resource Planning suite (SAP ECC 6) and the technology used by the integration component for each of the interfaces specified below In terms of:

- a) Standard integration protocol exist (Yes/No)
- b) Confirm Integration Type, including but not limited to:
 - Enterprise Service
 - HTTP Rest
 - HTTP SOAP Proxy
 - SAP RFC
 - ODBC or JDBC
 - SAP IDOC
 - Other
- c) Integration Broker (SAP PI) enabled (Yes/No)

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance and complete the table. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

#	Integration Scenario	Std. (Y/N)	Integration Type	SAP PI Enabled (Y/N)	Comments
1	Inbound from SAP PPM/PS – Demand Registration/Changes to Demand				
2	Outbound to SAP PPM.PS – Update status of demand fulfilment				
3	Inbound from SAP HCM – Import of the organisational structure and staffing – initial import and changes to the structure / staffing over time.				
4	Inbound from SAP BP/Vendor – Import of the vendor master with changes over time.				

5	Outbound to SAP BP – Export of business partner details for successful bidders at award who are not existing vendors.				
6	Outbound to SAP entity verification service - Validation of organisations and directors of organisations to qualify whether or not there are restrictions against the City doing supply chain business with the prospective vendor – validation rules encapsulated in SAP.				
7	Inbound from SAP Materials Management – import of material master as the basis for tenders for procurement of materials on the master (but not limited to existing materials).				
8	Outbound to SAP Materials Management – export of material master details for materials to be added to the material master on conclusion of a tender award.				
9	Outbound to SAP Purchasing – creation of contracts, purchase requisitions and / or purchase orders on successful conclusion of an award.				
10	Outbound to SAP Folders Management – storing of contract documents in a specific folder structure with appropriate metadata.				
11	Outbound to SAP Business Warehouse – data extracts to the City's primary data warehouse for enterprise-wide reporting and analytics.				

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13P – Detailed Project Plan provided by the Tendering Entity (Refer to paragraph 13.8)

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

The phases and deliverables identified here are aligned with the CoCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to **Schedules A to G**. Indicate resources and duration for individual scope items on the project plan.

Minimum Requirements for a project plan:

- High-level graphic illustration of a proposed project plan and roadmap,
- The project phases, Including the following per scope item:
 - Discovery and Planning
 - Design
 - Development
 - Testing
 - Deployment
 - Migration, Integration and Re-Development
 - Change Management and Training
 - Enhanced three month period of support post Deployment
- Timeframes
- Key milestones
- Deliverables of each phase.
- Contain Stage gates per phase and minimum requirements to pass
- Provide RACI Matrix taking into account dependencies on CCT

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

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13Q – Detailed Project Resource Approach provided by the Tendering Entity (Refer to paragraph 13.8.2.4, Item a)

Tenderer to provide Project Resource Approach for implementing, maintaining and supporting the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Requirements to be included but not limited to:

- Proposed team structure inclusive of the following but not limited to positions:
 - Project Manager;
 - Business Analyst Lead;
 - Change Management Lead;
 - Training Lead;
 - Technical Developer Lead;
 - Testing Lead;
 - Supply Chain Management Consultant
 - Public Sector Industry Expert
- Tabulate the list of resources including names and SCM implementation experience for each resource
- Sum total implementation experience of the team
- Provide Curriculum Vitae (CV's) for the proposed resources in the format of the Template provided in Appendix A

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13R – Detailed Integration Approach provided by the Tendering Entity (Refer to paragraph 13.8.2.4, Item b)

Tenderer to provide Integration Approach for implementing the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Requirements to be included but not limited to:

- Describe the various integration protocol standards that will be acceptable for interfaces
- High level graphical illustration of the typical integration interface
- Integration strategy to deploy your proposed solution to a SAP environment
- List of potential issues integrating your solution to external systems and applications indicating risk mitigation strategy to be deployed for each issue
- Describe how near real-time integration with SAP will be implemented

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13S – Detailed Risk and Issue Management Approach provided by the Tendering Entity (Refer to paragraph 13.8.2.4, Item c)

Tenderer to provide Risk and Issue Management Approach for implementing the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Requirements to be included but not limited to:

- How issues and risks are identified at different project phases
- Risk and issue categorisation methodology
- Risk and issue rating
- Risk and issue mitigation approach

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13T – Detailed Testing Approach provided by the Tendering Entity (Refer to paragraph 13.8.2.4, Item d)

Tenderer to provide Testing Approach for implementing the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Requirements to be included but not limited to:

- Functional Testing
- Integration Testing
- Performance and Stress Testing
- Regression Testing
- Issue Resolution during testing phase

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13U – Detailed Data Migration Approach provided by the Tendering Entity (Refer to paragraph 13.8.2.4, Item e)

Tenderer to provide Data Migration Approach for implementing the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Requirements to be included but not limited to:

- High Level Data Migration Plan with:
 - Project phases;
 - Timeframes;
 - Key milestones;
 - Deliverables of each phase
- Data migration tools to be used
- Major data migration Risks and their mitigation plans

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13V – Detailed Change Management Approach provided by the Tendering Entity (Refer to paragraph 13.8.3)

Tenderer to provide Change Management Approach methodology and tools that will be employed to entrench the changes within the business for implementing the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Requirements to be included but not limited to:

- High-level graphic illustration of the proposed change management plan and roadmap indicating the following:
 - Project phases;
 - Timeframes;
 - Key milestones; and
 - Deliverables for each phase.
- Describe the plan to achieve the following:
 - Ensure the business and end users transition successfully to the new solution and processes;
 - Manage stakeholder resistance to the change;
 - Measure the success of the change management initiatives; and
 - Measure benefits realisation of the project.
- Describe the tools that will be used to assess and report on the readiness of the business for the change.
- Specify the role that City of Cape Town will be required to play in assisting with the change management delivery. Include the inputs and deliverables required from the City of Cape Town for each phase of the project.
- Describe Change Management Governance Structures and framework to initiate alignment between strategy, objectives, resources and organisational methods

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13W – Detailed Training Approach provided by the Tendering Entity (Refer to paragraph 13.8.4)

Tenderer to provide Training Approach that will be used to undertake the training function for the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Requirements to be included but not limited to:

- Provide a high-level graphic illustration of the proposed training plan and roadmap indicating the following:
 - Project phases;
 - Timeframes;
 - Key milestones; and
 - Deliverables of each phase.
- Training delivery methods to be employed; and
- User competency assessments to be undertaken by the end users.
- Indicate the level and extent of support that will be provided to the business trainers during the end user training and post go-live support period.
- Describe how the success of end user training will be managed, monitored, assessed and reported on.
- Provide detail of proposed training in terms of course content and course duration
- Describe what training aids and support material will be developed to provide ease of reference and refresh users on training undertaken by them.
- Specify the role that City of Cape Town will be required to play in assisting with the training. Include the inputs and deliverables required from Transport for Cape Town for each phase of the project.
- Describe the skills transfer approach that will be used to empower the City of Cape Town's IC&T support resources

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13X – Detailed Support Approach provided by the Tendering Entity (Refer to paragraph 13.8.5)

Tenderer to provide Support Approach for the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Requirements to be included but not limited to:

- Describe what level of functional and technical post go-live support will be offered to the City of Cape Town. Indicate the level of support.
- The City has a dedicated ERP Support Centre which will take on all support operations of the system after handover. The service provider to describe how it will ensure transition of systems, knowledge and skills to the ERP support staff.

SIGNED ON BEHALF OF TENDERER:.....

Schedule 13Y – Solution Demonstration provided by the Tendering Entity (Refer to paragraph 13.9)

Tenderer to provide Demonstration of the Solution on an electronic storage device (Eg, Memory Stick) to enable the City to review the functionality of the solution proposed. The demonstration must be a recorded execution of the steps relating to each of the below requirements, i.e. not just screen shots. The screen shots can be recorded to accompany the demonstration. The City reserve the right to request for a live demonstration if needed in support of the demonstration submitted on an electronic storage device with the tender submission.

Tenderers are to confirm compliance to Specification by indicating **Yes/No/Partially**. If No or Partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

The provided demonstration to include the following requirements:

Demand Management				
Item	Evaluation Description	Evaluation Component	Compliant Yes / No / Partially	Comment / Mitigation
1.1	Demand Registration Demonstrate the new demand registration on your proposed system showing the following as a minimum: <ul style="list-style-type: none"> • Type of goods / services • Strategic importance • Priority • Organisational Assignment/Requesting Cost Centre • Project • Funding type and funding source identifier (e.g. grant funding, capital budget, etc.) • Contract duration • Contract start date • Unique demand identifier • Repeatable demand • Type of bid – RFQ or RFP • Contract type associated with demand • Contract complexity envisaged • Section 33 Contract Indicator 	1. Pull through a demand from the planning or requisitioning system		
		2. Modify the demand		
1.2	Demand Monitoring <ul style="list-style-type: none"> • It should be possible to monitor the status of all registered demand requirements in the demand plan. These include requirements that are: <ul style="list-style-type: none"> ○ Created (i.e. no sourcing fulfilment has been actioned yet for the requirement) ○ In progress (i.e. where a sourcing project has been created for subsequent sourcing activities, or where a requirement has been aggregated/included into an existing/in progress sourcing project) ○ Awarded (i.e. where requirements have either been awarded or assigned to existing awarded tenders). ○ Cancelled 	1. Demand Status		

	<ul style="list-style-type: none">• Demonstrate that once the demand requirements have been assigned to a sourcing project, the demand requirement(s) status should be automatically derived from the associated sourcing project status.• Show how Notifications are generated to initiate sourcing with variable lead times based on categorisation.			
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2. Supplier On-Boarding				
Item	Evaluation Description	Evaluation Component	Compliant Yes / No / Partially	Comment / Mitigation
2.1	New Supplier Registration <ul style="list-style-type: none"> Demonstrate your system Supplier Registration capability showing the following steps/functionality: <ul style="list-style-type: none"> Logon/landing page Capture the key supplier data <ul style="list-style-type: none"> Company Name Company registration number (show validations) Company Address Director details (show what happens if the director is restricted to do business and how is this restriction picked up) <ul style="list-style-type: none"> Tax data (show validations) Capture Declarations Load mandatory documents Show workflow messages to the relevant person/department for review Review, approval and rejection of the supplier by the internal department Where a supplier is rejected show the capture of the reason for rejection Demonstrate how is the supplier notified of the review outcome 	1. Security controls on logon or first registration		
		2. Validation of key company information – <ul style="list-style-type: none"> Director Identity CIPC registration South African Revenue Services registration 		
		3. Integration with Central Supplier Database if it exists. If it exists show which fields are pulled through to the Supplier Registration page		
		4. Document upload functionality		
		5. Capturing of declaration of interests and what happens if conflict of interest exists		
		6. Demonstrate supplier registration status monitoring i.e. show how a) An internal person can see the registration status of the supplier e.g. incomplete registration, registration pending internal reviews, reviewed registration pending supplier action; b) a supplier can see the status of his registration e.g. review started, registration rejected with reason, registration successful.		
2.2	Supplier Maintenance <ul style="list-style-type: none"> Demonstrate how is the ongoing maintenance of the existing supplier is executed on your system <ul style="list-style-type: none"> Demonstrate how is the supplier notified of the pending update, e.g. expired B-BBEE certificate Demonstrate the update of the supplier record 	1. Supplier notification of upcoming expiry		
		2. How key fields are prevented from changes once approved, e.g. supplier registration number		
		3. Notifications to the internal department of the changes pending approval		

	<ul style="list-style-type: none"> ○ Demonstrate the notification of the internal department of the key change to the supplier information, e.g. change of director, change of address ○ Demonstrate how are the changes updated to the master data system - SAP 			
2.3	<p>Integration to SAP or any other system</p> <ul style="list-style-type: none"> • Demonstrate what data can be pulled into and out of the supplier registration system • Demonstrate how the data on supplier registration system is kept in sync with other systems <ul style="list-style-type: none"> ○ CSD or any other external system ○ SAP 	1. Up to date records across interfacing systems		

3. Sourcing				
Item	Evaluation Description	Evaluation Component	Compliant Yes / No / Partially	Comment / Mitigation
3.1	Create sourcing templates <ul style="list-style-type: none"> Demonstrate the creation of different sourcing templates <ul style="list-style-type: none"> Material Template Service template Construction Template 	1. Definition of the requirement		
		2. Definition of sourcing steps		
		3. Assignment of different approvals		
3.2	Execute a Sourcing Project (above R200k) <ul style="list-style-type: none"> Pull through a demand from the demand management system Demonstrate the various sourcing steps of this demand (Across all the below process groups show how the documents are uploaded and the different workflows your system offers)	1. Bid initiation		
		2. Bid specification		
		3. Bid advertisement		
		4. Capture of the briefing		
		5. Supplier online submission and closure		
		6. Bid evaluation		
		7. Preferred Bidder award (including negotiations)		
		8. Notifications		
		9. Appeals handling		
		10. Contract award		
		11. Create contract/agreement on the CORE system		
3.3	Sourcing through RFQ (Under R200k) <ul style="list-style-type: none"> Pull the Purchase Requisition from CORE system Create an RFQ to suppliers Evaluate <ul style="list-style-type: none"> Demonstrate Price Evaluation Demonstrate technical/functional evaluation Award 	1. Create RFQ from a Requisition with a technical specification		
		2. Advertise the RFQ to the closed set of Suppliers		
		3. Send out clarifications to the suppliers		
		4. Extend the RFQ validity period and send communications to the suppliers		
		5. Receive RFQ responses and close the submission		
		6. Perform price evaluation based on Preferential Point system and specific goals		
		7. Perform technical evaluation where specific technical criteria must be met		
		8. Award the RFQ		

		9. Send terms and conditions (contract) to the awarded supplier for acknowledgement and acceptance (as well as unsuccessful)		
		10. Demonstrate how the Purchase Requisition gets updated with RFQ price		
		11. Demonstrate the creation of the PO from the awarded RFQ		
3.4	Demonstrate how the system prevents use of Vendors with outdated data or restrictions	1. Award an RFQ to a Vendor with expired DOI		
		2. Demonstrate that the award is not possible		
		3. Send a notification to the Vendor notifying him of expired DOI		
		4. Vendor must update DOI		
		5. Award an RFQ and show that the Vendor is no longer blocked		

4. Purchasing				
Item	Evaluation Description	Evaluation Component	Compliant Yes / No / Partially	Comment / Mitigation
4.1	Purchase Requisition Processing (where a contract exists but was not inserted at Purchase Requisition creation) <ul style="list-style-type: none"> Display a requisition ready for processing Check for source of supply and assign a contract as a source of supply If there is a price difference between Purchase Requisition and Contract price send it for approval and once approved, create a PO with a contract as a source of supply Demonstrate delegation of authority within buying department 	1. The system should be able to identify similar Purchase Requisitions and suggest them for the PO creation		
		2. The system must propose a contract as a source of supply		
		3. The system should not allow for the PO creation if there is price difference between Purchase Requisition and the Contract Price		
		4. Demonstrate workflow sent to the Delegated Authority to approve the Purchase Requisition		
		5. Once the Purchase Requisition has been approved the PO should be processed		
		6. The Purchase Requisition must be automatically updated with the contract number		
4.2	Purchase Order Creation from a RFQ (below R200k) <ul style="list-style-type: none"> Following from a sourcing process where an RFQ was awarded create a Purchase Order The Purchase Order must adopt all RFQ details The system must validate budget in the CORE system 	1. The system must allow for workflow of awarded RFQ to the correct delegated authority for action		
		2. The system should allow for budget checks and not release the PO if there is no sufficient funds available		
		3. Send a notification to the budget owner notifying him to adjust the budget		

		4. Once the funds are available the system should be able to create and release the PO		
		5. Released PO should be sent to the vendor according to the communication channel set at vendor master		
4.3	PO Issue and Acknowledgement (allow for time stamps of order acknowledgements)	1. The supplier should be able to receive a notification (using different communication method) on the SCM solution that the PO has been issued.		
		2. The supplier should be able to acknowledge receipt of PO.		
		3. The system should have Portal/E-services view for suppliers to interact with.		
		4. The system should be able to send automatic notifications/ reminders using different communication methods within predefined timeframe before a delivery is due to the suppliers.		
		5. The system should allow for expediting using different communication methods and reminder letters.		
4.4	Demonstrate how Purchase Requisition Changes are handled	1. Demonstrate that when a new date is set on the Purchase Requisition it pulls through if the PO has not been sent		
		2. The system should not allow for PR changes during sourcing process		
		3. Demonstrate how the change in supplier gets updated on the PR		
4.5	Creation of a PO without Sourcing Process (Deviation)	1. Create a PO from a Purchase Requisition without following Sourcing process		
		2. Demonstrate that the system allows for direct vendor assignment without Award/Contract		

		3. Show how reason for deviating from sourcing are enforced, i.e. user must insert a reason code to create a PO without Award/contract		
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SIGNED ON BEHALF OF TENDERER:.....

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 165 of 263

TENDER NO: 071S/2023/24

TENDER DESCRIPTION: SUPPLY INSTALL AND MAINTAIN A SUPPLY CHAIN MANAGEMENT SOLUTION (DEMAND MANAGEMENT, SUPPLIER ON-BOARDING AND SOURCING) FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2031

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

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

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

5.8 Intellectual Property

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

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

- 5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

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

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

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

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

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and conditions will be applicable as per Schedule 8 of the tender.

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

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled

to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be determined as a percentage on the purchase order request total for the services requested which failed to adhere to the performance level agreement as defined in clause 37.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to

the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges,

damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

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

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

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. OSM Accreditation / Authorisation Certification

Tenderers must be authorised or accredited by the OSM or copyright holder to sell, distribute, implement and support the software solution and manage any warranty processes and escalations as and when required. Alternatively, should the authorization / accreditation be from a distributor, then a proof of authorization, authorizing the distributor to resell and/or authorize others by the OSM or copyright holder, must be submitted. Tenderers are to submit, either with their tender submission (attached to Schedule 13A), or within a specified timeframe after being requested to do so; proof of authority from the OSM to sell, distribute, implement and support the products of the OSM or copyright holder.

Such authorisation or accreditation must be maintained for the duration of the contract and to be provided annually or when requested to do so.

37. Contract Performance Criteria.

37.1 The supplier shall adhere to the below Service Level Framework applicable to the Supply Chain Management (SCM) Solution offered:

Note that a penalty percentage will be applied as per Table 37.1, Table 37.2 and Table 37.3 below if failure of adhering to the tabled metric occurs over a period of 3 consecutive incidences. City reserves the right to review each incident on its own merit with regards to implementation of penalties. The City reserves the right to review each incident on its own merit with regard to implementation of penalties throughout the duration of the contract. Should penalties need to be applied in year 7 of the contract where pre-payments were made for any goods or services, such recoveries will be in the form of credit notes.

The minimum service availability required is as follows:

Table 37.1: Implementation

Project Phase	Key Performance Indicator (KPI) - Task	Metric / Minimal Deliverables	Penalty (%) on Milestone Invoice
Initiation Phase	Initiate Project Phase	Project Initiation Document	1-3 months = 5% 4-6 months = 10% 7-9 months = 20% >10 months = 30%
Planning Phase	Preliminary Analysis	Conceptual Design incorporating the latest security, architectural, integration, and governance standards Project Charter Document Project Plan and Schedule	1-3 months = 5% 4-6 months = 10% 7-9 months = 20% >10 months = 30%
	Design	Blueprint document Comprehensive Data Migration Strategy and Plan Comprehensive Testing Strategy and Plan Updated Project Charter Updated Project Plan and Schedule Updated Costing Figures Required Systems Landscape Deployment to Production Plan	1-3 months = 5% 4-6 months = 10% 7-9 months = 20% >10 months = 30%
Execution Phase	Development Phase	Organisational Impact Functional Specifications Technical Specifications (Built) Technical Solution	1-3 months = 5% 4-6 months = 10% 7-9 months = 20% >10 months = 30%
	Internal Testing	Testing Scripts Testing Results	1-3 months = 5% 4-6 months = 10%

Project Phase	Key Performance Indicator (KPI) - Task	Metric / Minimal Deliverables	Penalty (%) on Milestone Invoice
			7-9 months = 20% >10 months = 30%
	Final Acceptance Testing	User Acceptance Testing	1-3 months = 5% 4-6 months = 10% 7-9 months = 20% >10 months = 30%
Closure Phase	Go-Live	Production Cut-Over Plan Successful implementation of the product Stable environment Successful handover of the technical systems Production sign-off from the City of Cape Town	1-3 months = 5% 4-6 months = 10% 7-9 months = 20% >10 months = 30%
	Post Go-Live, Support and Acceptance	Support Continues change management to support the business through the changes Continuous training of users to support the business users Where applicable, continuous capturing and enhancement of master data Completion of all project documentation and particular the Project Close-Out Report Officially closure of the project	1-3 months = 5% 4-6 months = 10% 7-9 months = 20% >10 months = 30%

The penalties as defined will be applied to each Deliverable within the specific Project Phase. For each Deliverable that is not met, the relevant penalty will be applied. The weighting of the penalty will be determined by the duration of the delay.

For example: If the "Preliminary Analysis (PA)" is delivered 1 month late, a 5% penalty will apply to the invoice for the PA document. Should the PA be delivered 3 months late, the penalty will be 5% of the related invoice. However, if the PA is submitted more than 4 months but less than 7 months late the penalty would be 10%. Similarly should the PA be delivered more than 10 months late, the penalty would be 30%. The above would apply to each Deliverable.

Table 37.2: Support

Key performance indicator (KPI)	Response	Severity	Target Response Time	Target Resolution Time (From call acknowledgement)	Reporting	Route Cause Analysis Report	Penalty (%) on latest Maintenance & Support Invoice
Incident resolution	Immediate and sustained effort, using all available resources until resolved. On-call procedures activated, vendor support invoked	Priority 1	15 minutes	4 Hours	Monthly incident report	1 Calendar Week after resolution	10%
Incident resolution	Support Team responds immediately, assess the situation, may interrupt other staff working normal or moderate priority jobs for assistance	Priority 2	15 minutes	8 Hours	Monthly incident report	1 Calendar Week after resolution	5%
Incident resolution	Respond using standard procedures and operating within normal supervisory management structures	Priority 3	15 minutes	12 Hours	Monthly incident report	1 Calendar Week after resolution	3%

Refer to Table 37.4 for Severity Classification

Table 37.3: Licensing

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

Table 37.4: Severity Classification: Supply Chain Management (SCM) Solution

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

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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

1. Definitions

13. The following terms shall be interpreted as indicated:

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

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

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance Security

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

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

- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

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

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22,

unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name

be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax compliance status pin submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE TO THIS TENDER

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE TO THIS TENDER

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE TO THIS TENDER

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**..... ,
(Supplier/Mandatory/Company/CC Name)**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.**

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness_____
Mandatory

Signed at..... On the.....day of.....20....

Witness_____
for and on behalf of
City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 2013/14

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

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

Item	Aim	Sub-Section Number and Name	
1	To provide guidelines on how the Service Provider must read and use the tender specifications	13.1	Interpretation of the Tender Specifications
2	Provide a background to the City of Cape Town and the Core Application Refresh (CAR) programme	13.2	Background Information
3	To provide a summary of the objectives of this tender	13.3	Tender Objectives
4	To provide some insight to the business scope of the tender	13.4	Business Scope and Context
5	To provide some insight to the current solution architecture framework of the City	13.5	Current Solution Architecture Framework
6	To provide detailed specifications of the technical requirements to be delivered as part of the Supply Chain Management (SCM) tender	13.6	Technical Scope of the Supply Chain Management (SCM) Solution
7	To provide detailed Non-Functional requirements to be delivered as part of the Supply Chain Management (SCM) tender	13.7	Non-Functional Requirement
8	To provide sufficient details on the applicable Schedules to be delivered against as part of the Supply Chain Management (SCM) tender	13.8	Project Requirements
9	To provide details of demonstration to be provided to enable the City to review the functionality of the solution proposed	13.9	Solution Demonstration

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

Appendix Number	Appendix Detail	Appendix Document Name
A	Template to be used for submitting the curriculum vitae(s)	Appendix A: CV Template
B	IT Architecture Tender Standards	Appendix B: IT Architecture Tender Standards
C	Tender/bid templates for the different tender/bid types	Appendix C: Tender/Bid Templates

The following abbreviations are used in this section:

Abbreviation	Description
AG	Auditor General
BAC	Bid Adjudication Committee
B-BBEE	Broad-based Black Economic Empowerment
BEC	Bid Evaluation Committee
BIF	Bid Initiation Form
BP	Business Partner
BSC	Bid Specification Committee
CBV	Community Based Vendor
CFO	Chief Financial Officer
CIDB	Construction Industry Development Board
CIPC	Companies and Intellectual Property Commission
CMS	Content Management System
CRM	Customer Relationship Management
CRMS	Contract Register Management System
CSD	Central Supplier Database
DOI	Declaration of Interest
EME	Exempt Micro Enterprise
EPWP	Extended Public Works Programme
ERP	Enterprise Resource Planning
ESB	Enterprise Service Bus
FIDIC	The International Federation of Consulting Engineers
GAMAP	Generally Accepted Municipal Accounting Practice
GWEA	Government-Wide Enterprise Architecture
HCM	Human Capital Management
ICT	Information Communication Technologies
IDP	Integrated Development Plan
JBCC	Joint Building Construction Committee
LAN	Local Area Network
Mayco	Mayoral Committee
MBD	Municipality Bidding Document
MFMA	Municipal Finance Management Act
MSCOA	Municipal Standard Chart of Accounts
MTREF	Medium Term Revenue and Expenditure Framework
NR	Non-responsive
NT	National Treasurer
PERSAL	Personal and Salary System
PO	Purchase Order
PPPFA	Preferential Procurement Policy Framework Act

Abbreviation	Description
PPRegs	Public Procurement Regulations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
RFQ	Request For Quotation
RM&DM	Records Management and Document Management
SAICE GCC	The South African Institution of Civil Engineering Government Certificate of Competency
SAP	Systems Applications and Products
SAP ECC	SAP ERP Central Component
SAP MM	SAP Materials Management
SAP MRP	SAP Materials Requirement Planning
SAP PPM	SAP Portfolio & Project Management
SARS	South Africa Revenue Services
SCM	Supply Chain Management
SITA	State Information Technology Agency
SOA	Service Orientated Architecture
WCSD	Western Cape Supplier Database

13.1. INTERPRETATION OF THE TENDER SPECIFICATIONS

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

13.1.1. Programme versus Projects

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

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

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

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

13.1.2. Description of Service Provider

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

13.2. BACKGROUND INFORMATION

13.2.1. City of Cape Town

As a municipality and a local government entity, the City of Cape Town needs to comply with, for example, South African National Treasury legislation and requirements, Generally Accepted Municipal Accounting Practice (GAMAP), and municipal standard chart of accounts (MSCOA).

The City of Cape Town consists of thirteen (13) directorates of which the majority are responsible for providing services to communities and citizens. These services include for example basic services, water, energy, sanitation, and library services. There are also specific services which citizens need to apply for such as land and property related services, rates clearance, and applications for permits.

The City of Cape Town employees about twenty-thousand (20000) employees and an additional ten-thousand (10 000) contract workers via the Expanded Public Works Programme (EPWP).

Of these employees about ninety percent (90%) have access to electronic Human Resources services. There are about twenty-five-thousand (25000) user accounts registered in the directory management service and about eighteen-thousand-five-hundred (18500) PCs and/or desktops deployed. There are also privileged accounts, generic accounts and system accounts that fall outside of the employee count.

Procurement statistics for the City of Cape Town are as follows:

Item	Description	Quantity
1	Bid Specification Committees (BSC's) and Bid Evaluation Committees (BEC's)	1500 per annum
2	Bid Adjudication Committees (BAC's)	50 per annum
3	PO Headers	170 000 in last 12 months
4	PO Lines	315 000 in last 12 months
5	RFQ Advertised Headers	20 000 in last 12 months
6	RFQ Advertised Lines	43 000 in last 12 months
6	Quotations Received Headers	117 000 in last months
7	Quotations Received Lines	244 000 in last 12 months
5	Processing of Request for Proposals (RFP's) / Tenders	300 per annum
6	Supplier database	16000 suppliers

13.2.2. Core Application Refresh (CAR) Programme

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

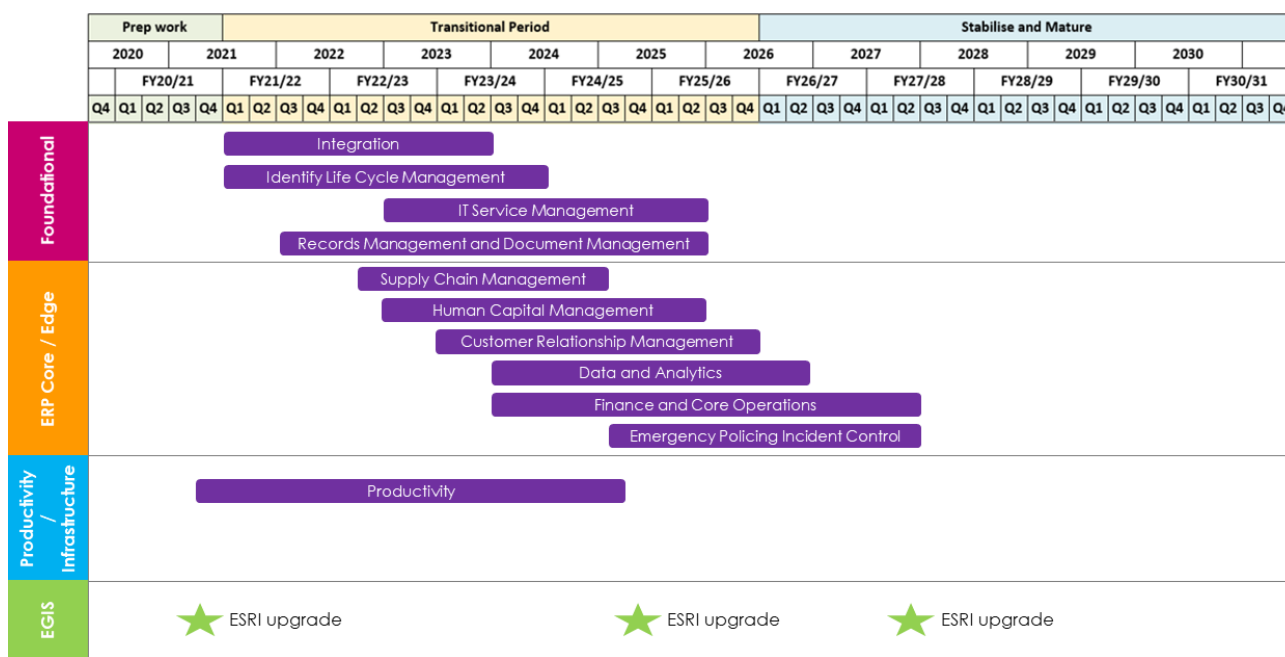


DIAGRAM 1: PROGRAMME ROADMAP

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

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

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

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

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

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

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

13.3. TENDER OBJECTIVES

The primary objective of municipalities is to deliver services to its citizens, consequently there is huge pressure on municipalities to deliver acceptable services. Government procurement of construction works, goods and services is a significant component of modern South Africa's Gross Domestic Product. The City of Cape Town is a significant contributor to this at the local government level and prides itself on its high level of compliance to the regulatory framework that governs government procurement.

As such, the City of Cape Town has embarked on a project aimed at closing some of the application and / or system gaps within the Supply Chain Management organisation.

The objectives of this tender are aimed at addressing the following challenges among many:

- Long turnaround times for bids.
- High volumes on quotations, which are done manually.
- The lack of use of technology in quotations, supplier management and tenders.
- Vendor Management system where applications are processed manually.
- The lack of a quality assurance process for bid committees.
- The lack of strategic Supply Chain Management focus to support the organisation.
- The lack of understanding of procurement processes by Bid Committees.
- Insufficient Supply Chain Management support capacity in line departments leading to inconsistency, inefficiency and compliance challenges.
- Complicated supplier registration process.
- High volumes of vendor registration support calls.
- Lack of system integration with external data sources like Central Suppliers Database (CSD), and Construction Industry Database (CIDB) etc.
- Disjointed bid processes with tasks performed on both the system and manually.
- Some benefits envisaged with the implementation of the system.
- Centralised electronic sourcing environment.
- Compliance to procurement process due to improved controls.
- Improved audit trail in sourcing and contract management process.
- Automation of the tendering process.
- Reduced maverick spend due to better compliance.
- Reduced cycle time in procurement, as suppliers will receive the RFX's on approval.

The objectives of this tender are further aimed at realising the following benefits among many:

- Improved product and material flow to increase output
- Quicker bidding responses from suppliers
- Minimize sourcing and purchasing inefficiencies.
- Increased visibility into the supply chain process.
- Improved transparency of sourcing activities.
- Ability to manage and monitor Demand Management, Supplier on-boarding, Sourcing and Purchasing compliance.
- Reduced procurement cycle times.
- Improve relations with strategic suppliers.
- Improved management reports.
- A user friendly, integrated system, which support the Demand Management, Supplier on-boarding, Sourcing and Purchasing processes.
- Improved enforcement of system controls in the Demand Management, Supplier on-boarding, Sourcing and Purchasing processes.

- Improved management on vendor master data.
- Improved vendor registration process.
- Improved demand management.
- Minimize sourcing and purchasing inefficiencies.

13.4. BUSINESS SCOPE AND CONTEXT

The diagram below illustrates the end-to-end supply chain management solution within the City of Cape Town:

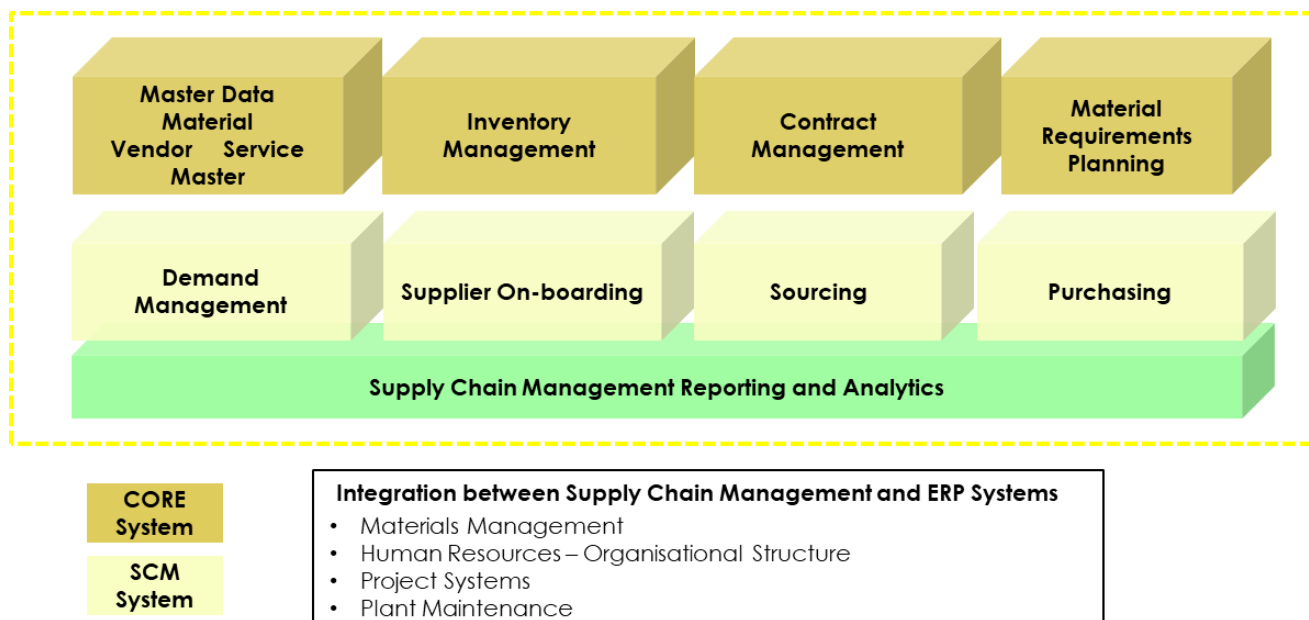


DIAGRAM 2: CITY OF CAPE TOWN SUPPLY CHAIN MANAGEMENT SOLUTION

City of Cape Procurement and Sourcing scope spans across a wide range of processes encompassing purchasing related processes as well as stock management related processes. A decision has been taken to improve the processes affecting the broader procurement processes as their impact is widely felt. The improvement will focus on how the business plans, forecast and fulfil the demand emanating from various departments including stores, projects, assets maintenance and general day-to-day purchases – hence Demand Management. As part of this journey cannot be fulfilled without the suppliers, a decision to improve the Supplier On-boarding processes and related system was taken as part of this exercise. Supplier On-boarding improvements are aimed at facilitating a smooth and friendly user experience from both suppliers and the Supplier Management function within the City. Ultimately, with an optimised demand management and optimal supplier on-boarding requirement fulfilment must follow. As part of the scope, Sourcing has been added to streamline and modernise the sourcing function to be electronic. The entire sourcing function will be automated as much as possible for activities within the City environment and with the suppliers. Purchasing is the procurement process whereby requests to purchase goods and services are created. Subsequently, the end-to-end procurement process is followed including confirmation of Purchasing of goods and services based on agreed terms.

However, the four scope items – Demand Management, Supplier On-boarding, Sourcing and Purchasing – do not operate in an island hence the full scope includes integration into the supporting processes. These include Master Data, Inventory Management functions, Materials Requirements Planning, Contract Register Management System, Contracts Management and Receiving functions. Underlying all of these is the reporting and analytics.

13.5. Current Solution Investment and Core Applications

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

The City of Cape Town's investment is depicted in the diagram below:

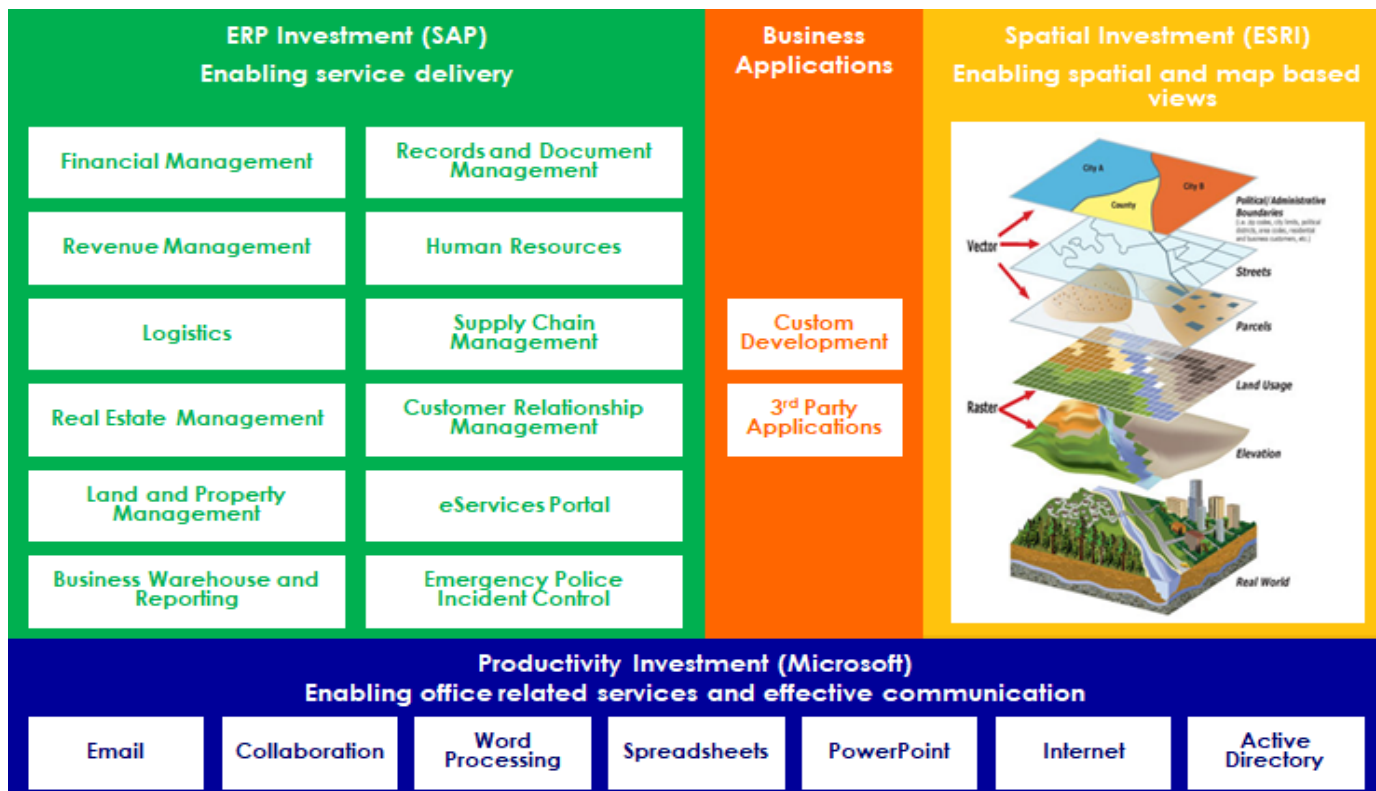


DIAGRAM 3: CITY OF CAPE TOWN CURRENT SOLUTION AND APPLICATION INVESTMENT

13.5.1. SAP:

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

13.5.2. ESRI

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

13.5.3. Microsoft:

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

13.5.4. Custom Build Applications:

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

13.6. TECHNICAL SCOPE OF THE SUPPLY CHAIN MANAGEMENT (SCM) SOLUTION

This technical scope definition is related to **SCHEDULE A** in section **(5) Price Schedule** of this tender document.

This tender will deliver the key priorities of the supply chain management business capabilities.

The technical scope of the tender is divided into four (4) solution components, namely Demand Management, Supplier on boarding and registration, electronic Sourcing and Purchasing. Each solution component will be delivered in specific phases as per the implementation approach.

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

- Change management deliverables including end user training addressing the implementation scope;
- Systems and administrator training to technical support staff;
- Systems and process training to the trainers;
- Support of the technical solution for at least three (3) months; and
- Detailed knowledge transfer to technical support staff and business users where applicable.

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

Item	Description	Number of End-user (SCM)	Number of End-user (Line/Business)
1	Implementation of Demand Management to enable consolidated sourcing	10	100
2	Implementation of Supplier On Boarding and Registration to enable supplier e-services	30	0
3.1	Implementation of electronic Sourcing to enable the end-to-end RFQ process	75	400
3.2	Implementation of electronic Sourcing to enable the end-to-end Tendering process	100	400
4	Implementation of Purchasing to enable the end-to-end procurement process	100	0

End-users from SCM are based at the Civic Centre in CapeTown whereas End-users from Line/Business are based at various sites across the City of Cape Town Metro.

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

- Implementation of Demand Management to enable consolidated sourcing;
- Implementation of Supplier On Boarding and Registration to enable supplier e-services;
- Implementation of Electronic Sourcing to enable the end-to-end tendering process; and
- Implementation of Purchasing to enable the end-to-end procurement process.

The solution must flexible and adaptable to allow it to be easily re-configured, with the least effort required should there be a change in the Preferential Procurement Regulations or any other applicable Regulations.

The system must, throughout any SCM process; facilitate an over-ride capability by senior SCM Management. The technical components required to be delivered for the four (4) solution components are documented in detail below:

13.6.1. Solution Component 1: Demand Management

Demand management is the consolidation of sourcing demand from across the organisation into one register where the demand can be managed holistically and sourcing can be initiated across multiple initiatives in the organisation. Through the aggregation of demand with predefined timelines for creation, it becomes possible to better manage procurement in time and at the scale required by the organisation. Consolidated demand history, aligned with specific supply contracts and prices, provides the foundation for more intelligent analytics of the organisations needs and supplier behaviour in responding to those needs.

The scope of this solution component can be depicted diagrammatically as follows:

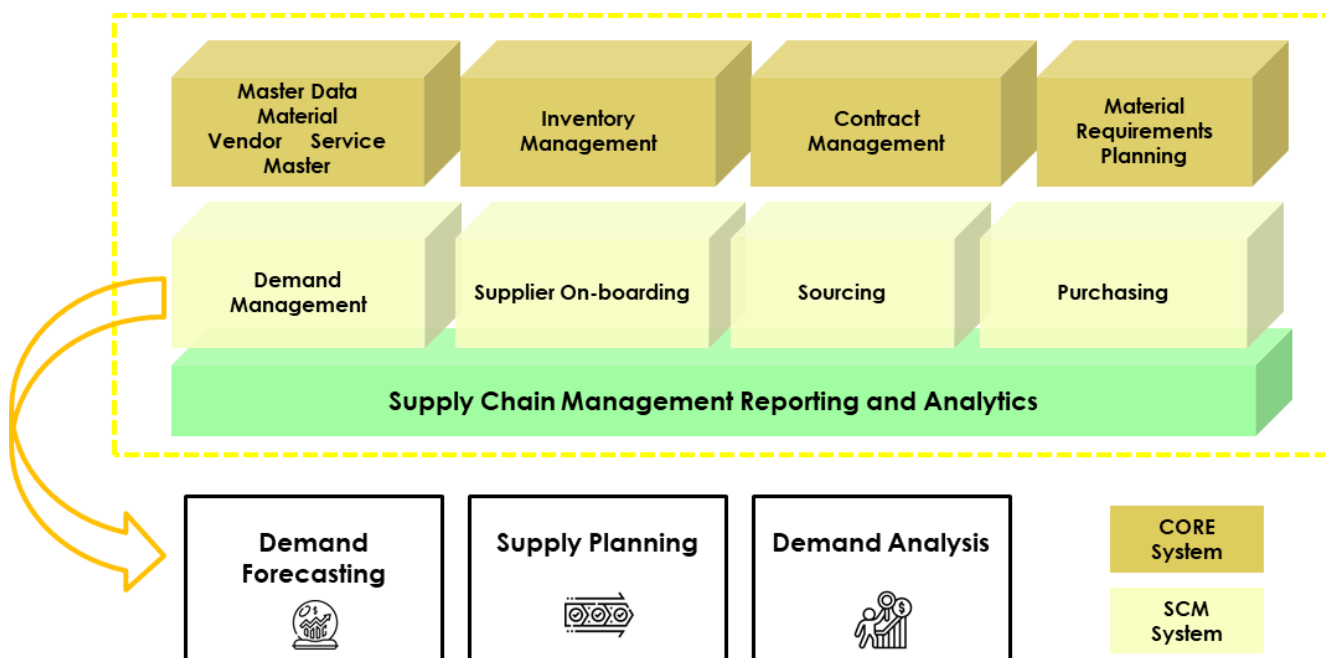


DIAGRAM 4: DEMAND MANAGEMENT SCOPE

These functional requirements definition specifically relates to Demand Management and **SCHEDULE A in Section (5) Price Schedule** of this tender document.

The Tenderer must complete **Schedule 13H** and indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 13M** of the tender. The information provided in **Schedule 13M** will not be used for evaluation purposes.

The functional requirements specifically related to demand management are listed in the table below.

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
1. Demand Forecasting	
1.1. Global Demand Plan	<ul style="list-style-type: none"> a) The ability to host and manage a global demand plan showing procurement forecast in terms of the quantity / value and nature of goods/ services, by initiative/project and cost centres with planned procurement timelines supported by sourcing projects. b) Strategic projects must be easily identifiable through classification at directorate level with further clarification for CFO and City Manager with ability to amend as and when required
1.2. Demand Registration	<ul style="list-style-type: none"> a) The registration of new project demand requirements (integrated from SAP Portfolio & Project Management) for projects submitted in the upcoming multi-year budget period. b) The manual registration of new demand requirements for departmental (cost centre) procurement submitted in the upcoming multi-year budget period. c) The automatic registration of new demand requirements for expiring term tenders. d) A demand coming from MRP processes e) The estimated value and required by date of the demand requirement must be provided on registration, including demand categorisation (see below). f) The system should allow for capturing of future planned demands whether budgeted for or not. g) Approved Demand Plan: For the demand within the 3 years and beyond the system must validate that there is a budget in place – for approved in PPM or future system h) Unapproved/draft Demand Plan: Estimated value captured on the Demand Plan and not in PPM or future system i) The system should enforce data integrity through mandatory fields for reporting purposes
1.3. Workflow	<ul style="list-style-type: none"> a) The system should provide for a configurable system of workflow for the automatic triggering of alerts for certain events, or for the approval of submissions or any step in the process. b) Workflow shall include a hierarchy of escalation should the workflow not be attended to by the receiver within a given period
1.4. Categorisation of demands	<ul style="list-style-type: none"> a) The consistent categorisation of demand requirements should enable the analysis of demand across several categories, which could provide valuable information for strategic demand management decision-making. b) This should cater for both RFQ and Tenders. Categorisation capability to include at least the following:

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
	<ul style="list-style-type: none"> i. Type of goods / services. Currently there are 17 (seventeen) different categories to cater for ii. Strategic importance, e.g. Strategic projects must be easily identifiable through classification at directorate level with further clarification for CFO and City Manager with ability to amend as and when required iii. Priority iv. Organisational Assignment/Requesting Cost Centre v. Project vi. Funding type and funding source identifier (e.g. grant funding, capital budget, etc.) vii. Contract duration viii. Contract start date ix. Unique demand identifier x. Repeatable demand xi. Type of bid – RFQ or RFP xii. Contract type associated with demand xiii. Contract complexity envisaged xiv. Section 33 Contract Indicator
2. Supply Planning	
2.1. Demand aggregation	<ul style="list-style-type: none"> a) It should be possible to search for and to aggregate demand with specific similarities (nature of goods/services, timelines, expiry date, etc.) and to convert these collective demands into a single, uniquely identifiable sourcing project against which the demand is to be registered as being in fulfilment. Rules will need to be applied to differentiate goods and / or services that can or cannot be aggregated. b) It should also be possible to include awarded tenders that have not expired, in the search, and permit the assignment of a new demand requirement to be satisfied by an existing awarded tender. Rules will need to be applied to differentiate which tenders can be used in this way and if applicable who the tender can be used by.
3. Demand Analysis	
3.1. Demand analysis	<ul style="list-style-type: none"> a) It should be possible to extract and aggregate current and historical demand requirements to identify opportunities for economies of scale, specialised procurement initiatives, demand forecasting, etc.
3.2. Demand monitoring	<ul style="list-style-type: none"> a) It should be possible to monitor the status of all registered demand requirements in the demand plan. These include requirements that are: <ul style="list-style-type: none"> i. Created (i.e. no sourcing fulfilment has been actioned yet for the requirement) ii. In progress (i.e. where a sourcing project has been created for

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
	<p>subsequent sourcing activities, or where a requirement has been aggregated/included into an existing/in progress sourcing project)</p> <p>iii. Awarded (i.e. where requirements have either been awarded or assigned to existing awarded tenders).</p> <p>iv. Cancelled</p> <p>b) Once the demand requirements have been assigned to a sourcing project, the demand requirement(s) status should be automatically derived from the associated sourcing project status.</p> <p>c) Notifications are required to initiate sourcing with variable lead times based on categorisation.</p>
3.3. Pricing Database	<p>a) The system shall provide for a pricing database which is linked to existing materials in SAP-MM or any future ERP system as well as other materials for which the City intends monitoring market related prices. The sources of data for this database include but not limited to Tender/Contract Management System, Procurement System, Price Surveys, Supplier Catalogues (interface and/or upload).</p> <p>b) The system must have flexibility for price updates at different stages of the demand.</p> <p>c) The system shall provide for searching and exporting of data in order to perform comparative market analysis of pricing based on historic costs as well as current market research. The system shall provide for a validity period of each price for each item as well as the source of the data and date obtained.</p> <p>d) Where a material number is used in the process of soliciting pricing during the SCM process, the data from the pricing database shall be available for viewing if needed.</p> <p>e) The system shall also provide for a full audit trail of all the data with version control.</p> <p>f) Any bid or RFQ recommended for approval; must run the commodity against the Pricing database. If available, the system must indicate whether the commodity recommended for approval has a variance above a specified threshold.</p>
3.4. Risk Register	<p>a) It should be possible to maintain a risk register pertaining to the Demand Management system whereby risks identified during or after a tender process are stored in a database and linked to the particular Demand Plan item, Tender, Contract and future cycles of each tender.</p> <p>b) Risks shall be categorised and combined with short and long text details as well as provision for the storage of electronic attachments for reference purposes.</p>
3.5. Reporting	<p>a) The system shall provide for a comprehensive suite of reports to provide management information for the oversight of the demand management</p>

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
	<p>system. These reports should be customisable by each user in terms of the fields as well as the ability to focus (filter) on specific fields, periods or statuses.</p> <p>b) Comprehensive reporting functionality relating to each item of each contract, or any item across multiple contracts should be possible, as relates to contract price, commitments and spend, in order to provide management information.</p> <p>c) The system should be able to export any demand management database into common formats such as delimited, Excel, fixed length, etc. in order to allow for external data analysis for management purposes</p> <p>d) As a minimum the system must cater for the following reports:</p> <ul style="list-style-type: none"> i. Demand Plan Overview – High level overview of all tenders on the Demand Plan over the MTREF period for your Directorate. ii. Demand Plan Detailed Report – A Detailed report listing all tenders for the current financial year. iii. Current Demand Plan Detailed Report – A Detailed report listing all tenders for the financial year. iv. Demand Plan Slippage Report – Detailed progress report on all tenders currently in process for your Directorate. v. Tender Timeline Report – Supplement to the Slippage Report providing a detailed breakdown of slippage against tender milestones. vi. BIF Spec Due – A list of all tenders for which the specifications are due/will be due for submission to SCM in order for the tender process to start. vii. Projects not Linked to a Procurement Method viii. Tender Slippage by Project Manager – An Overview of Tender Slippage by Project Manager ix. Lag Report – An overview of the durations between the various stages in the Bid Specification Process comparing planned dates to actual dates x. BIF/Spec Outstanding Report for the current year xi. BIF/Spec Outstanding Report for the following year
4. Other Capabilities	
4.1. Data integration	<p>a) The system should be able to integrate with ERP system modules e.g. Materials Management, Project Portfolio, Contracts</p> <p>b) Geo spatial systems</p>
4.2. Data Migration	<p>a) The system should allow for mass upload of current data from a cloud based system</p> <p>b) Current database has over 12000 records (open and closed)</p>

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
	c) A demand of approximately 1000 is loaded every 3 years

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

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

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

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

13.6.2. Solution Component Part 2: Supplier On-Boarding

The vision of the Supply Chain Management team as it pertains to supplier on-boarding is one of an e-Services web portal where prospective suppliers can register as a supplier, capture the relevant information required and upload their various certificates.

In addition, the Supply Chain Management Team regards the Supplier Registration process as a vitally important part of the future state of a Supply Chain Management Solution in that suppliers will be able to receive electronic adverts that are aligned to their core business, complete Bids on-line, submit the Bids electronically, along with the required documentation. Suppliers should be able to receive bid notices electronically, receive their award letters electronically, receive P/O's electronically, and, be able to submit payment certificates and invoices electronically and monitor the payment of invoices electronically. The business intelligence that this vision will unlock will enhance SCM demand management, strategic sourcing, the standardisation of opportunities, among others, for the organisation.

However, the SCM Team realise that this vision could affect small Suppliers that does not have access to computers or are not skilled IT users. Consequently, the SCM Team envisages that substantial effort in up-skilling and training prospective Suppliers will be required and that a dedicated support system should be put in place to assist Suppliers.

The importance of the supplier on-boarding and registration process and the relevant data that it captures, facilitates the automation of the RFx and evaluation process stages, as well as, enhances process efficiencies throughout the Sourcing and Tender processes within the SCM Solution.

The scope of this solution component can be depicted diagrammatically as follows:

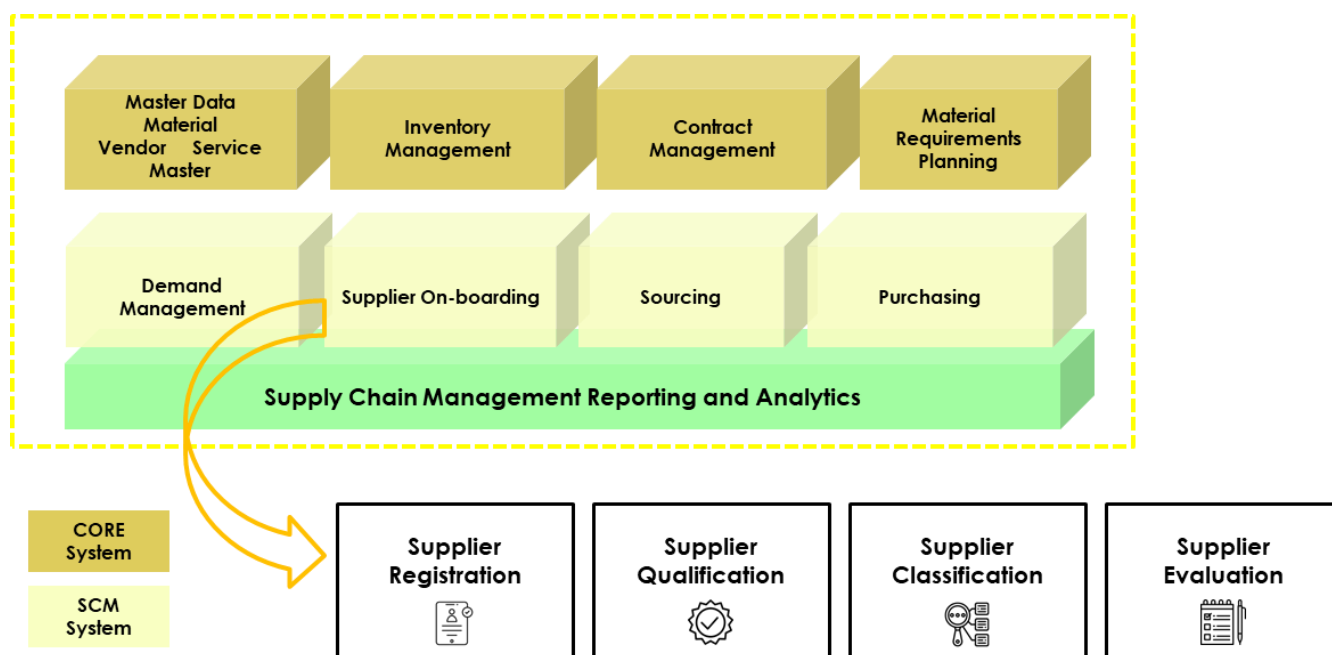


DIAGRAM 5: SUPPLIER ON BOARDING

These functional requirements definition specifically relates to Supplier On-boarding and **SCHEDULE A in Section (5) Price Schedule** of this tender document.

The Tenderer must complete **Schedule 13I** and indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

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The functional requirements specifically related to supplier on-boarding are listed in the table below.

<u>FUNCTIONAL REQUIREMENT CATEGORY</u>	<u>FUNCTIONAL REQUIREMENT DESCRIPTION</u>
1. Supplier Registration	
1.1. Identify Supplier	<p>a) All suppliers who want to register on the City of Cape Town supplier database must first register with the National Treasury's Central Supplier Database (CSD) as per National Treasury requirement. If a supplier does not have a CSD registration number the system must automatically direct him to the CSD site.</p> <p>b) Suppliers can be identified from various sources and should be triggered through the following events:</p> <ul style="list-style-type: none"> i. As a Business Partner (Revenue) – already registered for e-services but not as a supplier ii. Through the Tendering or Procurement process (expedited registration) iii. As a Brand new supplier (self-registration through e-services) iv. As a CBV (Community Based Vendor) through Sub-Council v. Already registered within CSD (Pull information through to CoCT registration) vi. Not registered on CSD so should be directed to first register on CSD before registering on CoCT system vii. Already registered and trying to duplicate registration – this must be prevented
1.2. Register Supplier	<p>a) Information from the supplier registration process will need to be utilised in the end-to-end process. This information is used in identifying suppliers in project planning phases, supplier identification pre-advertising, evaluation criteria, bid responsiveness, PPPFA scoring, etc.</p> <p>b) When the supplier register on the supplier portal the CSD number must be captured</p> <ul style="list-style-type: none"> i. If the supplier is already registered on CSD the system must pull through all the supplier information ii. If the supplier is not registered on CSD the system must launch the CSD page for CSD registration <p>c) Supplier Information Vetting and Data:</p> <p>Critical Vendor information can be obtained and verified from several sources obtaining critical data that are required to successfully register a supplier. These aid the validations and provide data integrity and should include automated data retrieval from key sources, such as, SARS, CIDB, CSD, CIPC, PERSAL, etc., for automated validation requirements.</p>

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
	<p>d) Supplier Commodity Linking:</p> <p>This information will pull through from CSD. This provides the business with the capability of understanding the supplier base from a strategic sourcing perspective, as well as, project planning before initiating a Sourcing requirement on the Demand Plan. This will identify the suppliers linked to the chosen commodity code at the RFx stage of a Sourcing Project. It will also help the business identify the possible suppliers in the Demand Planning stage in identifying that the City of Cape Town has a registered supplier community that can possibly bid for the requirements (supplier identification).</p> <p>e) Supplier CIDB Certification:</p> <p>This is an important part of the responsiveness criteria. This information should interface with the CIDB website and needs to be stored and updated on expiry date (continuously when records are out dated).</p> <p>f) Supplier Tax Status:</p> <p>Tax Status indicator will pull through from CSD. Else, in the event where CSD is offline, the tax clearance status should be able to be manually retrieved from the SARS website via a tax pin.</p> <p>g) Conflict of Interest Declarations:</p> <p>It is also envisaged that the SCM Solution must integrate with automated data retrieval from key sources, such as, SARS, CIDB, CSD, CIPC, PERSAL, WCSD, Payroll, to check that none of the Directors of a Supplier, or their staff members and service providers, are employed by the State.</p> <p>The solution-must be able to identify whether any family members of the vendor are employed by the City of Cape Town or any other organ of state as well as the position which they hold in the state. Declaration of Interest must have comprehensive set of mandatory declarations to cater for clear declarations.</p> <p>The system must assess each declaration made and classify/ flag the declaration as Apparent, Direct or Potential conflict.</p> <p>Each time the registered service provider submits a bid in either the RFQ or bid space; the declaration, whether apparent, direct or potential conflict must be flagged for the attention of the evaluators (in the RFQ space), or the attention of the Bid Evaluation Committee's and Bid Adjudication Committee.</p> <p>h) Community/Ward Based Suppliers:</p> <p>The system must allow for the correct capture of the community/ward related information and allow for reporting on this. The system must be capable of updating ward or sub-council information as and when required (e.g. when there is a new election). It must be able to classify vendors in terms of vulnerable groups aligned to the various RDP goals, and choose from a category of set thresholds the % of Black Women owned, Youth, etc.</p> <p>This must be flexible enough to be aligned to the future Preferential Procurement Regulations should they change.</p>

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
	<p>i) Other:</p> <p>Other information regarding supplier information, such as, possible GPS Coordinates for Geospatial spend, etc.</p> <p>Vendors should be automatically notified via the system if any of the documentation are close to expiry date.</p> <p>Red flags should be provided to the user if any of the compulsory documentation has expired</p>
2. Supplier Classification	
2.1. Categorise a Supplier	<p>a) Once the supplier exists on CSD the supplier must complete the registration process on the portal by indicating different roles.</p> <p>b) Based on the data captured a supplier is allowed to proceed to the next stage of loading declarations. The system must prompt or lead the supplier to the next stage of the process once all the required data has been captured</p>
3. Supplier Qualification	
3.1. Capture Declarations	<p>a) Various declarations are captured and loaded on to the system.</p> <p>b) Employee declarations must be renewed annually. The system must therefore prompt both registered service providers and identified employees within the City of Cape Town thrice leading up to the expiry of the declaration. This must be able to interface and integrate with other CoCT systems such as Procurement (PO Creation), Accounts Payable etc.</p> <p>c) Declarations which has lapsed, and not signed timeously; must be reported to SCM Management. In addition, when there is a change/ update made to the declaration, this must be flagged both on the system, as well as reported to SCM Management.</p> <p>d) All declarations made must include automated data retrieval from key sources, such as, SARS, CIDB, CSD, CIPC, PERSAL, WCSD, Payroll, etc</p> <p>e) The system must assess each declaration made and classify/ flag the declaration as Apparent, Direct or Potential conflict.</p> <p>f) All declarations/ conflicts of interest must be tested, all the time across Payroll, CSD and WCSD, especially before key committee meetings are to be held</p> <p>g) The system must allow for easy capture of the declarations, e.g. check boxes.</p> <p>h) Should a risky declaration be made, e.g. a supplier is a past director in the City then flags should be raised indicating what risk exists.</p> <p>i) The system must have the capability to check the Human Resource system for employee restraint of trade using the Identity Document numbers.</p>

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
	<p>j) If a person is working for the City of Cape Town or his resignation period is still within a restrained zone, the system must raise a flag and report should be sent to SCM Management for approval before the process can continue.</p> <p>k) Within the confines of the Protection of Personal Information Act (POPIA) the solution should be able identify whether any family members of the vendor is employed by the City of Cape Town or any other organ of state as well as the position which they hold in the state. The Declaration of Interest must have a comprehensive set of mandatory declarations to cater for clear declarations</p> <p>l) The system should be able to indicate and block a vendor from registration on the database should the vendor reflect on the National Treasury database of restricted suppliers or other CoCT lists e.g. The Red List. The system should have a capability to load and store MBD4 – Declaration of Interest and other associated documentation.</p> <p>m) Line Departments must only be able to load purchase orders and process payments onto vendors who do not have any flags or blocks</p>
3.2. Create Vendor on SAP	<p>a) Once all the supplier data has been vetted and approved for doing business with the City of Cape Town a defined set of fields must be taken to SAP or any other ERP System to create the Vendor Master Record.</p>
4. Other Requirements	
4.1. Data Migration	<p>a) The City of Cape Town currently has a Supplier Registration portal with supplier registration in process.</p> <ul style="list-style-type: none"> i. A freeze/cut over period must be put in place to finalise all suppliers pending approval ii. Only fully vetted suppliers must be migrated to the new system. <ul style="list-style-type: none"> ▪ Currently there are 5427 Registered and active suppliers ▪ Between 90 and 100 suppliers are registered every month
4.2. Reporting	<p>a) As a minimum the solution should be able to provide the following reporting capabilities:</p> <ul style="list-style-type: none"> i. Number of Suppliers that are Black owned from a pre-defined threshold ii. Number of Suppliers that are at least Black Woman owned from a pre-defined threshold iii. Number of new registrations processed for a certain period iv. % of suppliers listed and blocked according to Red List v. List of Active Suppliers per commodity per Area/Sub-Council vi. List of suppliers with outdated information e.g. BBBEE expired

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
	<p>or DOI is outdated, etc.</p> <p>vii. Rand Value spend per supplier per Sub-Council and Ward, etc.</p> <p>viii. Any other customisable reports based on the selected fields available</p>
4.3. Document Capture	a) The system should have a capability to load all defined key documents
4.4. Audit Trail	a) The system should have full audit trail of all the changes to the Supply with logs

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

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

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

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

13.6.3. Solution Component Part 3: Sourcing

Sourcing covers the lifecycle of the tender, from inception to final award and conversion to a contract. Describe your solution's capability to execute tenders as an electronic, paperless process with specific reference to the following aspects.

The scope of this solution component can be depicted diagrammatically as follows:

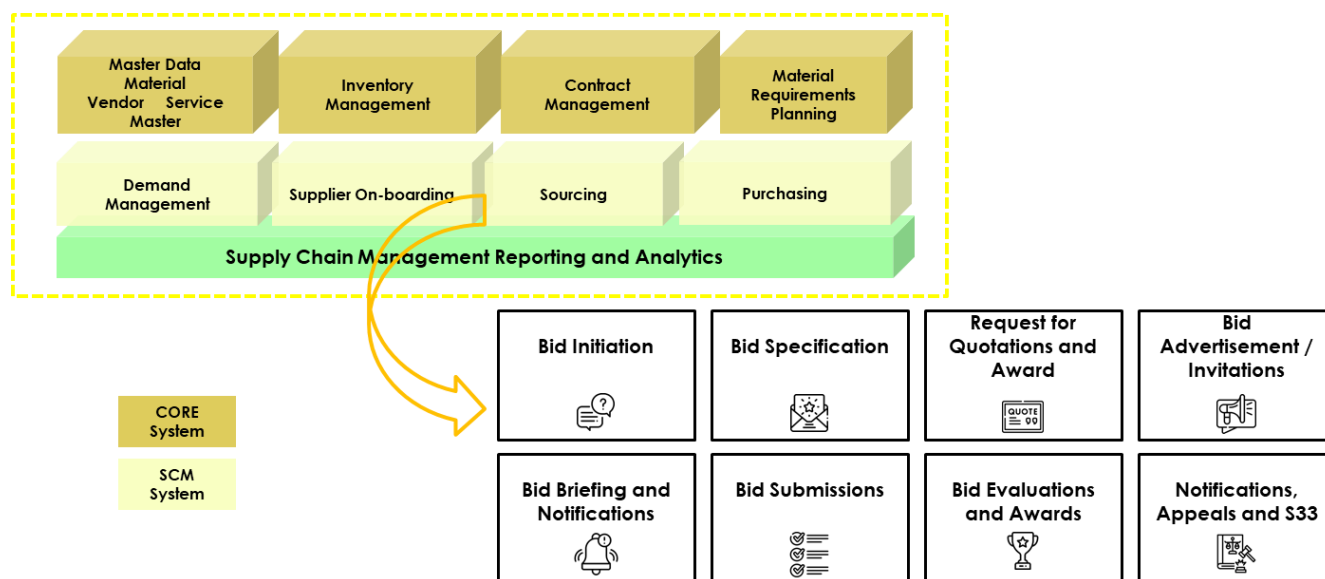


DIAGRAM 6: SOURCING

These functional requirements definition specifically relates to Sourcing and **SCHEDULE A in Section (5) Price Schedule** of this tender document.

The Tenderer must complete **Schedule 13J** and indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 13M** of the tender. The information provided in **Schedule 13M** will not be used for evaluation purposes.

The functional requirements specifically related to sourcing are listed in the table below.

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFQ (under R200k)	
1. Request for Quotations and Award	
1.1. Ability to pull Purchase Requisitions from ECC	<ul style="list-style-type: none"> a) The system should pull all the approved Purchase Requisitions from ECC that meet the RFQ criteria for RFQ processing. b) The system should allow for the consolidation of the requirements into a single sourcing project using the material master where it exists or using the general text description. c) The system should allow for the definition of the evaluation criteria upfront and allow requestor to perform the functional evaluation.
1.2. Advertise the RFQ	<ul style="list-style-type: none"> a) The delegated buyer should be able to advertise the RFQ from within the system. b) In the case where a panel exists the RFQ should be sent to the panellists otherwise sent to the open market. c) The system should be capable to execute rotation in the case of a panel.
1.3. Brief Suppliers	<ul style="list-style-type: none"> a) All RFQ respondents must first register on the Supplier Registration portal before they can submit any response online b) The system should have the capability to send out notifications related to the RFQ
1.4. Submit and Open RFQ	<ul style="list-style-type: none"> a) The system should allow for online submission and opening of the RFQ
1.5. Evaluate RFQ	<ul style="list-style-type: none"> a) The system should be able to evaluate the RFQ based on the defined criteria
1.6. Adjudicate and Award	<ul style="list-style-type: none"> a) The system should have the capability to adjudicate and award the RFQ to the successful bidder. b) If a decision is taken to cancel the RFQ the system should allow for cancellation with the reasons for cancellation of the RFQ and communicating to the suppliers.
1.7. Send Award Notification	<ul style="list-style-type: none"> a) Once adjudication and award has been finalised the system should be able to send award notifications to both successful and unsuccessful bidders
1.8. PO Creation	<ul style="list-style-type: none"> a) Once the Award is done the system should allow for the creation of the PO in the SCM system and update the Purchase Requisition
1.9. Create/Update Supplier Panel	<ul style="list-style-type: none"> a) If a panel of suppliers has been established the system should be able to create one or update the awarded list to indicate who was awarded the work for rotational purposes.
1.10. Reporting	<ul style="list-style-type: none"> a) The system should have reporting capability. The following set of the reports must be provided as a minimum: <ul style="list-style-type: none"> i. List of RFQ's awarded per vendor ii. RFQ's awarded per period

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFQ (under R200k)	
	iii. RFQ's to be actioned

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
1. Bid Initiation	
1.1. Bid Initiation	<p>a) The Sourcing Solution should allow a flexible sourcing project plan to be created, with clear roles and responsibilities and timeline that defines:</p> <ul style="list-style-type: none"> i. BIF Sign-off: The planned date when the BIF will be initiated and how long it will take for the BIF to be signed-off. ii. Bid Specification: The planned date when the drafting of the bid specification will commence, how long it will take and the date and time of the BSC Meetings to be scheduled. iii. Bid Specification Approval: The start and end date when the bid specification will be approved. iv. Bid Advertising: The planned date (milestone) when the bid will be advertised and the duration of the advert. v. Bid Briefing: The planned date when the bid briefing will be conducted. vi. Bid Closure: The planned date (milestone) when the bid will close. vii. Bid Compliance: The planned start and end date for the bid compliance evaluation. viii. Bid Evaluation: The planned date when the drafting of the bid evaluation will commence, how long it will take and the date and time of the BEC Meetings to be scheduled. ix. Evaluation Report: The planned date (milestone) when the evaluation report will be submitted. x. Bid Award: The planned date (milestone) when the bid will be awarded. xi. Bid Appeal Period: The planned start and end date of the bid appeal period. xii. Initial Contract Compliance: The planned date (milestone) when the successful bidder must supply any sureties, insurance cover, forward cover, etc. required by the contract.

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
	<p>xiii. Section 33 Indicator: If the bid is subject to section 33 the indicator must be flagged to allow for subsequent S33 requirements</p> <p>b) The system must have tender planning and tender timeline tracking capabilities throughout the lifecycle of the tender, and be able to have multi-level reporting function.</p>
2. Bid Specification	
2.1. Bid Specification	<p>a) The system must provide a minimum set of easily customisable tender/bid templates for the different tender/bid types e.g. CIDB specific templates See Appendix C for the minimum set required</p> <p>b) Bid initiation: conversion of an aggregated demand into a tender initiative to be executed using project management principles</p> <p>c) Bid categorisation: categorisation of tenders into specific initiative types that defines the content structure of the tender specification. For example there are open tenders, deviation within a contract, closed tender, sole provider, single source, emergency tender and income generating tenders among others.</p> <p>d) Contract categorisation: the ability to categorise the contract type that will result from the tender.</p> <p>e) Minimum Supplier Compliance Requirements: it must be possible to configure and select a set of minimum criteria that prospective suppliers must conform to (CIDB ratings, etc.) so that prospective bidders can quickly determine if they qualify to participate or not e.g. Statutory Registration</p> <p>f) All changes to the tender meta-data (e.g. specification committee members) must be recorded in an audit trail that includes the user that changed the data, the date and time of the change and the value that was changed and what it was changed from and to.</p> <p>g) Any template or material changes deemed necessary by the BSC, which however do not conform to standard practices and policies, will require the approval of the Manager: Tenders and Contracts.</p> <p>h) Standard tenders and contracts templates: The ability to implicitly select a tender template based on the type of tender for a particular scenario or to change the selection explicitly.</p> <p>i. The ability to host a set of default tender templates associated with different tender categories.</p> <p>ii. The ability to host multiple contract authoring templates (main agreement, special conditions, management plan, etc.) and to implicitly include these based on the contract categorisation or to change the selection explicitly. Specific contract authority templates for goods and services versus construction related</p>

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
	<p>procurement (JBCC, FIDIC, SAICE GCC, NEC4 Suite, CIDB Professional Service etc.).</p> <ul style="list-style-type: none"> iii. The ability to host different sets of templates, for example standard clauses, different variations of terms and conditions and the ability to include these templates into a specification document for subsequent modification. iv. The ability to manage template versions using formal author/reviewer/approver quality gates and the attendant role-based separation of concerns. v. Workflow from one gate to the next based on organisational or explicit hierarchies. vi. The system must have ability to enable BSC to select any combination of specific goals for each tender, and then for these requirements to be evaluated. vii. The system must have the ability for BSC's to insert content into the special contract conditions such as completion periods, penalties, retention and performance guarantee requirements, etc. <p>i) Collaboration:</p> <ul style="list-style-type: none"> i. The ability to create a BSC from a list of employees (integrated from the SAP HCM Personnel Administration module) with specific, configurable roles (chairperson, SCM practitioner, specification committee member, advisor, etc.). ii. Access to maintain the specification committee members and roles must be restricted by role. iii. The ability to circulate the specification within the committee and outside of CCT, i.e. PSP, Due diligence for collaboration in development and review of the specification through multiple draft cycles. iv. The ability to record the tender statuses during the specification phase and to workflow this to specific specification committee members for action (review by SCM practitioner, etc.) as well as to employees not in the committee for comment. v. Meetings of the tender specification committee should be scheduled via the solution with the ability to capture/ transcribe notes summarising the outcome of the specification meeting. vi. The different version of the tender specification, as it evolves, should be stored in the document version history in a read-only form, preferably only in the SAP Records Management environment. <p>j) Goods & Services</p>

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
	<ul style="list-style-type: none"> i. The ability to host a hierarchical catalogue of goods and services (integrated from SAP Material & Service master data, as well as specified directly within the sourcing environment). ii. The ability to include these goods / services into the tender specification simply and efficiently. iii. The ability to categorise goods as held in stock, non-stock goods purchased on contract and goods to be procured as non-stock. iv. The ability to host specifications of goods / services and to associate these specifications with specific items (with the objective that prospective suppliers can review the specifications once published). v. The ability to create pricing schedule (either from the SAP Material Master or directly on-system) and to include these bills of materials and their specifications in a tender specification. vi. The ability to associate simple and complex pricing schedules with specific tender items. vii. The ability to specify whether or not functional scoring is required and to include a customisable, functionality schedule and scoring sheet in the tender document. <p>k) Specification Approval:</p> <ul style="list-style-type: none"> i. The solution must provide the ability to cycle through a specification-specific status lifecycle and accommodate a formal, multi-gate, approval-for-publication procedure (e.g. recommender, first approver, second approver). ii. Access to approve the various gates must be restricted to specific roles. iii. The system must conclude the BSC process by prompting each member/ participant to confirm their agreement/ disagreement with the outcome of the process. The disagreement by any member/ participant must prompt the BEC to address the disagreement. iv. The approval gates are typically determined from one of several possible approval procedures, selected on the categorisation of the tender and contract in conjunction with the projected value of the tender. v. On approval, a formal, electronic, specification document must be generated. This document must be lodged as final and sent through to the SAP Records Management environment. This version of the document should become the one true source. vi. Strict control must be imposed on any re-issue of the tender in

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
	both the change of specification (if needed) and the procedure for re-issue.
3. Bid Advertisement and Invitations	
3.1. Tender Advertisement	<ul style="list-style-type: none"> a) Publication of the tender must be preceded by an approval workflow and the assignment of the cost centre/collector to which the cost of publication will be allocated. b) The requestor and approver for publication must be two distinct roles and two distinct people. c) Clarification notices may be issued subsequent to publication. The solution must ensure that every party that has expressed an interest in the tender, receives all notices and these also become part of the ancillary documents to the tender specification, to be included with all new enquiries. d) The system must control to whom requests for clarifications are sent and whom may reply, together with an approval workflow.
4. Bid Briefing and Notifications	
4.1. Site Inspections/ Bid Clarification Meeting	<ul style="list-style-type: none"> a) The system should allow for scheduling and recording of tender briefings. If the briefing is compulsory for submission the system should be able to flag and allow only tenderers that have attended the briefing session to respond and submit proposals b) Site meetings may be held for inspection or clarification. The solution must record the fact that site meetings were held, where, when and who attended (invites to be issued from the system).
4.2. Tender notices	<ul style="list-style-type: none"> a) The system should allow for online issue of all notices related to the tender, however, it should control to whom requests are sent and who may reply, together with an approval workflow.
5. Bid Submissions	
5.1. Online Bid Submission	<ul style="list-style-type: none"> a) Prospective suppliers (bidders) must register as suppliers on the City's Supplier Registration solution prior to submitting a response to a tender. b) Bidders must be able to complete their bids electronically on the system using named users with audit trails and must be able to save their bid in draft form until they are ready to submit. c) Draft bids must be saved securely in an encrypted form that cannot be inspected by anyone other than persons authorised by the bidder. d) Bidders must be able to upload supporting documentation using distinctive document types with appropriate metadata for each document type. e) Validate Supplier information and Certifications/Scheduling: It is anticipated that the system will validate the Supplier information of a prospective bidder, as well as, the validity of their Tax Compliance

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
	<p>Status, CIDB Status, Conflict of Interest Declarations, etc. and notify the bidder that they should upload revised version(s) of the certificates if they want to submit the bid.</p> <p>f) The above validation should be determined at the first save of a draft in any one session, and again at submission. It must be possible for responders to work on responses on the system in draft form over multiple sessions and an extended period before submitting the final draft.</p> <p>g) Complete Pricing Schedule: The bidder should be able to complete the item-specific pricing for all the line items in the pricing schedule, save the information already captured, come back later to update information up to the point where the bid should be submitted. System must automatically perform all calculations where pricing schedule requires calculations.</p> <p>h) Signing and Submission of Bid: Once a bidder is satisfied with his bid response, the bidder should electronically sign the bid and then submit the bid for consideration.</p> <p>i) Encryption of Submitted Bids: All signed bids must be encrypted and stored, to prevent any viewing of bid submission content before bid opening (closed event to buyer and supplier). The contents are only to be revealed upon opening of all bids on the closing date and time.</p> <p>j) Reporting on submissions: the system should be able to generate compliance report and eliminate non-responsive tenderers based on defined criteria and also allow a bidder to withdraw a tender that has been submitted prior to tender closing.</p> <p>k) On submission of the bid, the bid must be encrypted in such a manner as to effectively protect the contents from inspection by anyone other than persons authorised by the bidder.</p> <p>l) System should allow a bidder to withdraw a tender that has been submitted before tender closing</p>
5.2. Bid Closing	<p>a) Tenders are required to be submitted by a closing date and time that must be strictly adhered to. This is to be enforced by the system.</p> <p>b) Bidders with tender submissions in draft form must be sent reminder notifications prior to the closing date, reminding them to submit before closure.</p> <p>c) All draft bids should be set to a final, "not submitted" state on closure. They should still be visible to the bidder and the state of "not submitted" draft must be evident.</p> <p>d) Tenders also have a scheduled date and time of being opened. At the appointed date and time, all submitted bids must be decrypted and be made available in the bid evaluation environment.</p> <p>e) Bids will continue to be submitted in paper form for the foreseeable</p>

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
	<p>future. It must be possible for City staff to capture the paper submissions onto the system after the bids have been opened. Images of the original submission must be recorded on the system and associated with the bid for audit purposes.</p> <p>f) The price by bidder for each bid and the B-BBEE status/level of contribution of the bidder must be made public through electronic means, on the City's public website, on a wallboard in the public tender office and within each bidder's profile. Notification of the tender opening results should also be sent to the bidders by email.</p>
6. Bid Evaluation and Award	
6.1. Bid Evaluation	<p>a) All submitted bids are evaluated by a Bid Evaluation Committee (BEC) against the evaluation and scoring criteria as stated in the tender document. The BEC will make recommendations to the Supply Chain Management Bid Adjudication Committee (BAC) for the award of the tender. The BEC will:</p> <ul style="list-style-type: none"> i. Confirm the vetting and functionality scoring of submitted bids. ii. Confirm price and preference scoring (adjudication points) of all qualifying bids. iii. Confirm due diligence criteria. iv. Determine which bids qualify for award. v. Record a motivation for award to suppliers where the preferred supplier is not the one that has scored the highest adjudication points. vi. Recommend negotiation on contract price and / or changes to the terms and conditions of the proposed contract. vii. Suppliers are evaluated for compliance against the Supply Chain Management Policy, compliance with the South African Revenue Services' requirements, whether or not the supplier is restricted on the National Treasury Central Supplier Database, compliance with requirements of the Construction Industry Development Board, etc. as appropriate. <p>b) Evaluation / scoring criteria are established prior to publication of the tender and include, where appropriate, minimum thresholds (typically on functional merit), below which threshold a bid will not be considered for adjudication.</p> <p>c) All bids submitted are evaluated for compliance and any bids deemed non-responsive may be excluded from the scoring process.</p> <p>d) Scoring may include functional and non-functional criteria.</p> <p>e) Scoring criteria are set out in a scoring template, against which all compliant bids will initially be evaluated. Those bids that do not meet the</p>

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
	<p>minimum thresholds will be excluded from adjudication.</p> <ul style="list-style-type: none"> f) Suppliers are rated on B-BBEE levels of contribution and this forms part of the scoring in accordance with the Preferential Procurement Policy Framework Act (PPPFA), on an 80/20 or 90/10 basis with up to 20 or 10 points are allocated based on the supplier's B-BBEE level of contribution. g) Additional criteria may be added during evaluation, for example, weighted baskets of goods or services may be created based on the detail supplied in the bids. h) Tenders may be awarded in whole or in part and multiple awards may be made for specific combinations of goods or services (with justification). i) Bid evaluation typically takes place over multiple sittings of the BEC. Versions of the evaluation documents must be saved in a document repository or other database at each update for transparency and auditability. j) Similarly, all agendas and minutes of each BEC meeting should also be filed in the document repository along with signatures thereto. k) The Bid Adjudication Committee Award Recommendation is the final output of the BEC and this, too, must be saved, securely, as a record for future reference. It is envisaged that an electronic tendering solution: <ul style="list-style-type: none"> i. Will provide templates, for example for BAC award reports. ii. Will enable online PPPFA-compliant bid evaluation with on-line collaboration of the members of the BEC. iii. Will be able to evaluate bids for lump sum, "basket"/typical project or line-item award recommendation. iv. Will enable the scheduling of BEC meetings and issuing invitations to those meetings to the BEC members. v. Will provide for the recording of agendas, attendance and minutes and for the compilation, recording and submission of the BAC Award Recommendation report. vi. Will support the management of a tender lifecycle as a project by monitoring milestones and escalating the BEC process to a steering body (SCM "War Room") when deadlines are threatened or missed. vii. Will support the automation of the tender process by submitting the BEC report for inclusion in the agenda of the next available Bid Adjudication Committee meeting. viii. Will enable the BEC to update the tender project with additional tasks necessary to support the bid evaluation process. ix. The system should not allow a bid to be declared as Non-

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
	<p>Responsive without a complete summary of the reasons for the outcome</p> <ul style="list-style-type: none"> x. The system must conclude the BEC process by prompting each member/ participant to confirm their agreement/ disagreement with the outcome of the process. The disagreement by any member/ participant must prompt the BEC to address the disagreement. xi. Should an external Due Diligence process be executed, the outcome of the Assurance Report outcome must be assessed and recorded by the BEC, and included as part of the BAC report. xii. The final conclusion of the process must further prompt each participant/ member to confirm that the bid process was conducted with integrity and in a fair, transparent and equitable manner.
6.2. Bid Award	<ul style="list-style-type: none"> a) Bid adjudication is performed by a Bid Adjudication Committee (BAC) that sits periodically and considers the Bid Award Recommendation report produced by the BECs. b) It is envisaged that an electronic tendering solution will enable the: <ul style="list-style-type: none"> i. BEC to submit a final report for the recommendation of the BAC, by a given cut-off date and time. ii. System to reject reports which are not uploaded with the necessary supporting documentation as listed in the report for example relevant annexures, checklist, declaration of interest, confirmation that recommended service providers are tax compliant, Financial Footnote, etc. iii. BAC members to be granted a window period in which they are able to review, comment and pose questions on the submitted reports; which will be prompted for the attention of the BEC. iv. BEC members to respond to any BAC review alerts within a given time frame. The system must further allow the BEC to address the comments by way of responding directly, making the necessary amendments to the reports etc. v. BAC to update the tender project with additional tasks specific to the BAC process. vi. BAC to review the recommendations electronically in a collaborative environment. Each member of the BAC must be prompted to either approve or do not approve the recommendation tabled, or exercise other authority in relation to the recommendations as it deems fit. The system must allow members to make a comment for each approval or not approval.

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
	<ul style="list-style-type: none"> vii. Auditability of the tender process by recording on system the agendas, attendance; minutes of meetings (against a predefined calendar) of the BAC as well as its decisions. viii. Reports on awards made must also be available for distribution to relevant management meetings ix. A record of Due Diligence Assessments conducted should be available throughout the process
7. Notifications, Appeals and Section 33	
7.1. Award Notification & Appeal	<ul style="list-style-type: none"> a) It is envisaged that an electronic tendering solution will: <ul style="list-style-type: none"> i. Record and notify all bidders of the success or otherwise of their bids once the awards (in whole or in part) are made. ii. Notify all bidders of the 21-day duration appeals period. iii. Record the decisions in respect of each of the appeals submitted to the City Manager's representative (The Appeal Authority).
7.2. Contract Approval	<ul style="list-style-type: none"> a) In the case where a Contract has been negotiated and the Contract and Contract Management Plan has been approved, the final documents should be stored in the contract repository with a "Finalised" status. b) Contract Loading onto SAP or any future system: The contract header details are loaded into CRMS while the full contract should be automatically loaded into SAP agreement. The full contract with all supporting documents should be uploaded and stored in the SAP CRMS. c) The signed contract should be stored in the Records Management and Document Management system,
7.3. Section 33	<ul style="list-style-type: none"> a) If the bid is subject to S33 process, the system must initiate the capture of the different approvals from the following entities/committees <ul style="list-style-type: none"> i. CM PP Approvals ii. AG, NT and Depts relevant National Depts for Local Gov iii. Public Participation iv. Notices/Comments v. Mayco Approval vi. Council Approval vii. BBBEE reporting terms to align with PPRegs 2022 terms. b) The system should allow for a defined execution of S33 steps/activities

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
SOURCING VIA RFP/TENDERS (over R200K)	
	c) For each step of the process the system must prompt for the loading of documents (minutes, memos, etc.) d) Where the approving entity is internal to the City of Cape Town the system must allow for online approval
8. Other Requirement	
8.1. Reporting	a) The solution should be able to provide the following reporting capabilities: <ul style="list-style-type: none"> i. High priority Mayoral/City Manager project report ii. Rand value of tenders awarded for a particular period iii. Number of all awards made in terms of Section 36 of the MFMA Municipal Supply Chain Management Regulations iv. R-value of all awards made in terms of Section 36 of the MFMA Municipal Supply Chain Management Regulations v. The awards register vi. B-BBEE Procurement spend on Empowering Suppliers that are at least 51% black owned vii. B-BBEE Procurement spend on Empowering Suppliers that are at least 30% black women owned viii. B-BBEE Procurement Spend from all Empowering Suppliers based on the B-BBEE Procurement ix. Any other spending statistics e.g. spending on EME within a particular period x. Rand value of awards made to close family members of persons in the service of the state in terms of regulation 45 for a particular financial year (name of the company, close family member, position held in the state and rand value of spending (rates based) and award value approved by BAC (if fixed based) xi. Auto-archive the steps within the various bid processes, so as to generate a report either per Directorate, Department, Project Manager, Senior SCM Practitioner etc.

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

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

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

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

13.6.4. Solution Component Part 4: Purchasing

Purchasing is the procurement process whereby requests to purchase goods and services are created. Subsequently, the end-to-end procurement process is followed including confirmation of Purchasing of goods and services based on agreed terms.

The scope of this solution component can be depicted diagrammatically as follows:

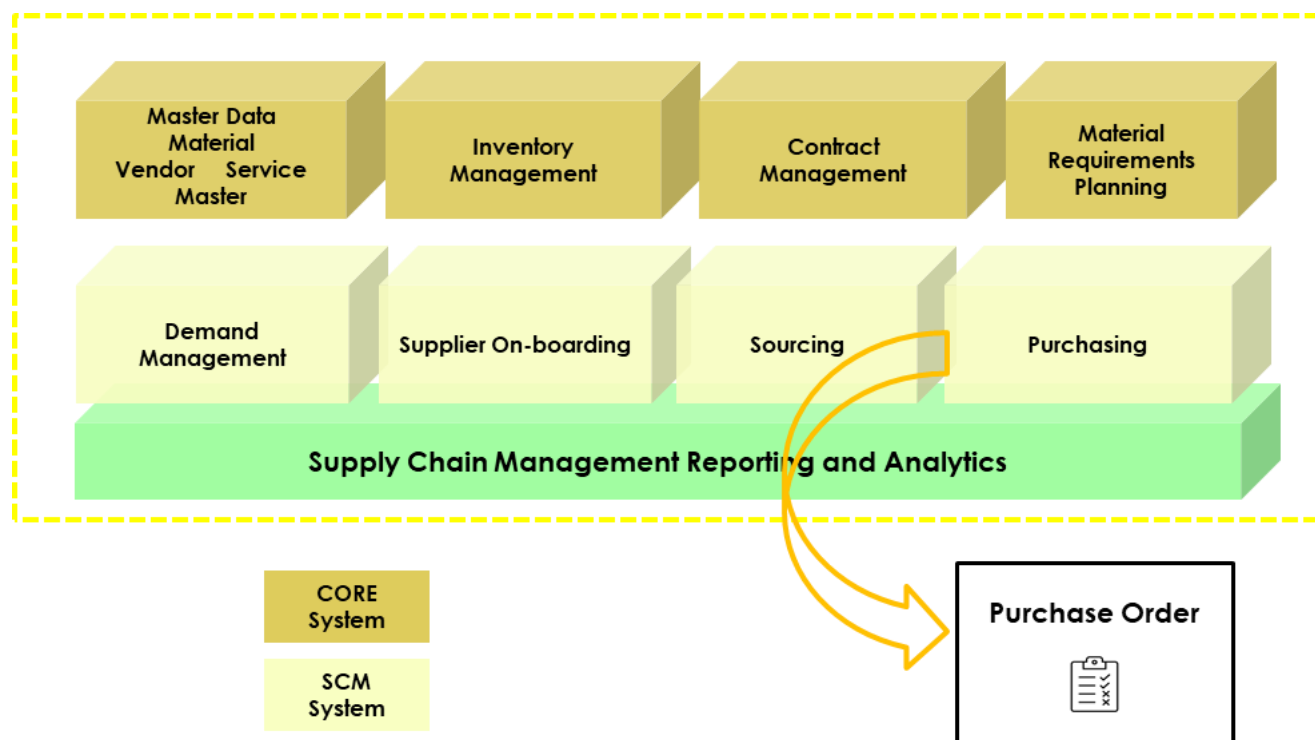


DIAGRAM 7: PURCHASING

These functional requirements definition specifically relates to Purchasing and **SCHEDULE A in Section (5) Price Schedule** of this tender document.

The Tenderer must complete **Schedule 13K** and indicate in the column “**Compliant Yes / No / partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 13M** of the tender. The information provided in **Schedule 13M** will not be used for evaluation purposes.

The functional requirements specifically related to sourcing are listed in the table below.

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
1. Purchase Requisition	
1.1. Receive Purchase Requisition	<ul style="list-style-type: none"> a) The system should allow for retrieval of purchase requisition from ECC6 or future ERP System and SCM solution including plant maintenance requisition and the approval thereof as per the delegation of authority. b) The delegated buyer should be able to review and release purchase requisition for RFx purposes. c) The delegated buyer should be able to review and reject purchase requisition, as and when required. d) The system must be able to allow for processing of requisitioning against active contracts. e) The system should be able to send automatic notifications/ reminders within predefined timeframes to end user/cost centre owner/manager when a requisition is rejected or approved. f) The system must allow for attachments to the requisitions. g) The system must link and update the work packages on the customised CRMS. h) The system must have built in validations, including the following: <ul style="list-style-type: none"> i. Workflow ii. Budget control iii. Release of requisitions according to delegation of authority iv. Financial year commitments v. Contract/agreement periods vi. Price conditions
2. Purchase Order	
2.1. PO Creation	<ul style="list-style-type: none"> a) Once the RFx Award is done the system should allow for the creation of the PO from SCM solution and update the Purchase Requisition in the CORE system. b) The system should also allow for creation of PO against a valid contract in the CORE system. c) The system should allow for expediting using different communication methods and reminder letters. d) The system must link and update the work packages on the customised CRMS. e) The system should auto create PO against valid contracts and workflow to the delegated authority for approval, Including the following as an example: <ul style="list-style-type: none"> i. Combine/merge multiple requisitions for same supplier onto one PO.

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
	<p>f) The system must have built in validations of the following:</p> <ul style="list-style-type: none"> ii. Budget iii. Delegation of Authority and release strategy iv. If the above conditions are met the buyer should be able to release a PO <p>g) The system should be able to link retentions on the contract (especially on construction related contracts) to the PO.</p> <p>h) The system must be able to create a contract from the information derived from the PO. When PO is acknowledged by the supplier, they must accept the contractual terms and conditions.</p>
2.2. PO Issue & Acknowledgement	<p>a) The supplier should be able to receive a notification (using different communication method) on the SCM solution that the PO has been issued.</p> <p>b) The supplier should be able to acknowledge receipt of PO.</p> <p>c) The system should have Portal/E-services view for suppliers to interact with.</p> <p>d) The system should be able to send automatic notifications/ reminders using different communication methods within predefined timeframe before a delivery is due to the suppliers.</p> <p>e) The system should allow for expediting using different communication methods and reminder letters.</p>
3. Other Requirement	
3.1. Reporting	<p>a) The solution should be able to provide the following reporting capabilities:</p> <ul style="list-style-type: none"> i. PO Acknowledgement ii. List of Goods Receipts for PO iii. Purchase requisition and PO Status Report iv. Requisition List v. Requisition Account Assignment vi. B-BBEE –specific goals requirements vii. Open Purchase Requisitions viii. Open Purchase orders ix. Consolidated management reporting x. Executive dashboards xi. Commodity reporting xii. Performance reporting (turnaround time) xiii. Near/real time reporting xiv. Exceptions reporting xv. Total number of Po's created per period, commodity, Directorate spend, suppliers and region. xvi. Reporting by Funding source. xvii. Allow functionality for ad hoc reporting and customisation of reports xviii. Purchase Orders issued against a contract # (detailed- per line item) vs GRN entries - to be able to identify where unspent funds

FUNCTIONAL REQUIREMENT CATEGORY	FUNCTIONAL REQUIREMENT DESCRIPTION
	<p>can be returned to the contract</p> <p>xix. Reports to include both ex VAT and Inc. VAT Values.</p> <p>b) System to be able to classify expenditure based on the following categories</p> <ul style="list-style-type: none"> i. Contract Spend ii. Approved by BAC/CM iii. Community Based Project iv. Employee Bursaries v. Service RFQ under R30 000 vi. Under R2000 spend vii. Impractical to follow process:Cls36A(v) viii. Service RFQ over R30 000 ix. Insurance x. Less than 3 Quotes xi. Organs of State xii. Rental Agreements xiii. PO header value > R200 000 xiv. Emergency:Cls36A(i) xv. Approved by SCM Director xvi. Memorandum of Agreement xvii. Subscriptions xviii. Goods from single supplier:Cls36A(ii) xix. Legal costs/Fees xx. Statutory requirement
3.2. Data Migration	a) Data migration approach to be provided

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

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

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

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

13.7. NON-FUNCTIONAL REQUIREMENTS

13.7.1. Technical Integration Standards

The Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, sourcing and Purchasing) should support modern technology based on the following extensive or inclusive list as a minimum (see Table below).

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

Paradigm/Context	Protocols	Serialisation/Data Formats
File Transfer	FTP (IETF Datatracker RFC959)	
email	POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252)	
REST SOAP	HTTP/1 (IETF Datatracker - RFC7230) HTTP/2 (IETF Datatracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455)	JSON (IETF Datatracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2)
Message Queue Pub-Sub	Kafka Protocol AMQP (AMQP - 1.0, 0-9-1) ZMQ (RFC.ZeroMQ - 23/ZMQ) MQTT (OASIS - Version 5)	
Data transfer	LDAPS ODBC	
Security protocols	TLS1.2 or later	
Runtime	Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK	

Refer to list of websites below for further detail:

- **IETF Datatracker:** <https://datatracker.ietf.org/>
- **ODBC:** <https://github.com/microsoft/ODBC-Specification>
- **SOAP, XML:** <https://www.w3.org>
- **YAML:** <https://yaml.org/spec/1.2/spec.html>
- **Kafka Protocol:** <https://kafka.apache.org/protocol.html>
- **AMQP:** <https://www.amqp.org/resources/specifications>
- **ZMQ:** <https://rfc.zeromq.org/spec/23/>
- **MQTT:** <https://docs.oasis-open.org/mqtt/mqtt/v5.0/mqtt-v5.0.html>
- **OpenAPI:** <https://github.com/OAI/OpenAPI-Specification/>
- **GraphQL:** <https://spec.graphql.org/>
- **Open Definition:** <https://opendefinition.org/ofd/>
- **5 Star Data:** <https://5stardata.info/en/>
- **Oasis Open Document Standard for Office Applications:** <https://www.oasisopen.org/committees/office/>
- **Open Contracting Data Standards:** <https://www.open-contracting.org/data-standard/>

13.7.2. User Permissions

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

The City of Cape Town administers the user permissions based on a flexible user permissions in each application based on a flexible user permission and authorisations model. A flexible user permission and authorisation model

is essential to any enterprise solutions, as is the ability to combine authorisations into individual roles as defined by the City of Cape Town.

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

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

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

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

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

13.7.3. Auditability

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

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

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

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

13.7.4. Security

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

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

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

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

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

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

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

13.7.5. ERP Specific Integration Capability

The Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing) should have an existing integration capability with SAP's Enterprise Resource Planning suite (SAP ECC 6) for the interfaces specified below:

#	Integration Scenario
1	Inbound from SAP PPM/PS – Demand Registration/Changes to Demand
2	Outbound to SAP PPM.PS – Update status of demand fulfilment
3	Inbound from SAP HCM – Import of the organisational structure and staffing – initial import and changes to the structure / staffing over time.
4	Inbound from SAP BP/Vendor – Import of the vendor master with changes over time.
5	Outbound to SAP BP – Export of business partner details for successful bidders at award who are not existing vendors.
6	Outbound to SAP entity verification service - Validation of organisations and directors of organisations to qualify whether or not there are restrictions against the City doing supply chain business with the prospective vendor – validation rules encapsulated in SAP.
7	Inbound from SAP Materials Management – import of material master as the basis for tenders for procurement of materials on the master (but not limited to existing materials).
8	Outbound to SAP Materials Management – export of material master details for materials to be added to the material master on conclusion of a tender award.
9	Outbound to SAP Purchasing – creation of contracts, purchase requisitions and / or purchase orders on successful conclusion of an award.
10	Outbound to SAP Folders Management – storing of contract documents in a specific folder structure with appropriate metadata.
11	Outbound to SAP Business Warehouse – data extracts to the City's primary data warehouse for enterprise-wide reporting and analytics.
12	Outbound to Records Management and Document Management system

Tenderer to complete the table in **Schedule 130** to indicate whether the product has an existing integration capability with SAP's Enterprise Resource Planning suite (SAP ECC 6) and the technology used by the integration component for each of the interfaces specified below In terms of:

- a) Standard integration protocol exist (Yes/No)
- b) Confirm Integration Type, including but not limited to:
 - Enterprise Service
 - HTTP Rest
 - HTTP SOAP Proxy
 - SAP RFC
 - ODBC or JDBC
 - SAP IDOC
 - Other

c) Integration Broker (SAP PI) enabled (Yes/No)

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance and complete the table. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

13.7.6. Migration Components

It must be noted that master data and transactional data remains the property of the City of Cape Town. The migration for this SCM solution include the following minimal components:

- Master data;
- Transactional data;

The migration process must include the following activities as a minimal requirement:

- Convert, migrate and/or enrich existing source data to target solution dependant on business requirements;
- Resolve any issues identified during the conversion and/or migration process;
- Reports to be provided of success/failures during the initial test phases and for the final migration;
- Cleansing of user access and permissions; and
- Audit reports and sign-off is compulsory before the final migration to production.

The table below defines the data and user volumes for the specific application and its modules.

It further defines the complexity associated with the degree to which the modules are customised. High defines that the modules has been customised above 80% of its original state. Medium defines that the modules has been customised above 30% - 79% of its original state. Low defines that the modules has been customised above 1% - 29% of its original state. None defines that no modifications or customisations have been applied.

Applications / per module	Platform	Data Volumes	Percentage of Data Growth	Custom High / Medium / Low / None
Web-based supplier registration portal	Web	5427	20% per annum	Medium
Demand Plan	Web	12000	10% per annum	High

The data migration needs to comply with the City of Cape Town data retention policies.

13.7.7. Solution Integration Requirements

The solution integration architecture is a critical component of the tender and needs to be considered for the immediate implementation of this project and the future as the remaining projects are delivered. For the initial implementation the following integration components needs to be considered:

- SAP MM
 - Vendor Master
 - Material Master
 - Purchase Requisitions
 - Purchase Orders
 - Material Requirements Planning
- SAP PPM.
- SAP CRMS.
- GIS
- SARS
- CIDB

- CSD
- SAP HR Employee
- PERSAL
- WCCSD

For the future, when the other projects are implemented, the following integration components needs to be considered:

- CRM
- Records Management and Document Management
- Data Analytics and Reporting

Please refer to the **Appendix B - IT Architecture Tender Standards** for more details on the City of Cape Town's current system integration standards and components.

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

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

The Application Programme Interface (API) gateway should be utilised on projects as the integration meganism of choice. The use of predefined direct connectors may be approved on a case by case basis.

All Application Programme Interface (API) designs should be re-useable on all projects for integration between product sets when in production and if target or source systems change. If the target or source systems change, the Application Programme Interface (API) should be redirected to the new systems.

The proposed software or hardware must fulfil in the following requirements:

- Integrate with the City of Cape Town Application Programme Interface (API) gateway in order for the functionality and data of the production system to be exposed via the gateway;
- Expose the production system's functionality, and any-related data, via a programmatic interface that is conformant to at least one of the open standards in section 13.7.1 Technical Integration Standards; and
- Must be accompanied by relevant and technical gateway documentation:
 - Describing reference and functionality;
 - Guides and tutorials, and
 - Examples and use cases.

As previously stated, master data and transactional data remains the property of the City of Cape Town and the City of Cape Town should not incur additional charges for accessing the underlying data in the systems.

13.7.8. Third Party Integration

The system should be capable to integrate with the following external systems

- PERSAL – for state employed people
- Treasury Central Supplier Database (CSD) for Suppliers doing business with State Organs
- Construction Industry Development Board – CIDB – for construction industry supplier database
- SARS – for various tax related verification

13.8. PROJECT REQUIREMENTS

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

The phases and deliverables identified here are aligned with the CoCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to **Schedules A to G**. Indicate resources and duration for individual scope items on the project plan.

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

Minimum Requirements for a project plan:

- High-level graphic illustration of a proposed project plan and roadmap,
- The project phases, Including the following per scope item:
 - Discovery and Planning
 - Design
 - Development
 - Testing
 - Deployment
 - Migration, Integration and Re-Development
 - Change Management and Training
 - Enhanced three month period of support post Deployment
- Timeframes
- Key milestones
- Deliverables of each phase.
- Contain Stage gates per phase and minimum requirements to pass
- Provide RACI Matrix taking into account dependencies on CCT

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

13.8.1. Requirement for a Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing) Software and Licensing

The following provide for the requirements and deliverables for the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing) Software and Licencing with options for Cloud based, On-Premise or Hybrid solution

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

Deliverable Category	Requirement Description
Once-off Software Costs	<ul style="list-style-type: none"> The once off price to procure the software application / application suite for Cloud based, On-Premise or Hybrid solution
Demand Management Module	<ul style="list-style-type: none"> This would include the price per user or transaction or per client access or per usage volume for Cloud based, On-Premise or Hybrid solution
Supplier On-boarding Module	<ul style="list-style-type: none"> This would include the price per user or transaction or per client access or per usage volume for Cloud based, On-Premise or Hybrid solution
Sourcing Module	<ul style="list-style-type: none"> This would include the price per user or transaction or per client access or per usage volume for Cloud based, On-Premise or Hybrid solution
Purchasing Module	<ul style="list-style-type: none"> This would include the price per user or transaction or per client access or per usage volume for Cloud based, On-Premise or Hybrid solution

Deliverable Category	Requirement Description
Software Maintenance (Bug fixes, security patches, new features, updates, etc.)	<ul style="list-style-type: none"> • Ongoing maintenance of the Supply Chain Management (SCM) solution software. This includes: <ul style="list-style-type: none"> ○ Fixing faults, ○ Applying security patches ○ Enabling new features ○ Applying any other updates/upgrades that become available for the software that forms part of the Supply Chain Management (SCM) solution. • Maintenance encompasses the end-to-end process from relevant improvements being available for the software, to the testing of these improvements, to the final implementation on the production systems. • The service provider would be expected to conform to the City's standard processes in this regard, which include, but are not limited to, the use of distinct test and production environments, as well as governed change control processes.

13.8.2. Requirement for the Implementation of the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

The following provide of the requirements and deliverable for the full implementation to go-live of the Supply Chain Management (SCM) solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing). The phases and deliverables identified here are aligned with the CCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to **SCHEDULE B in section (5) Price Schedule**

13.8.2.1. Implementation Approach

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

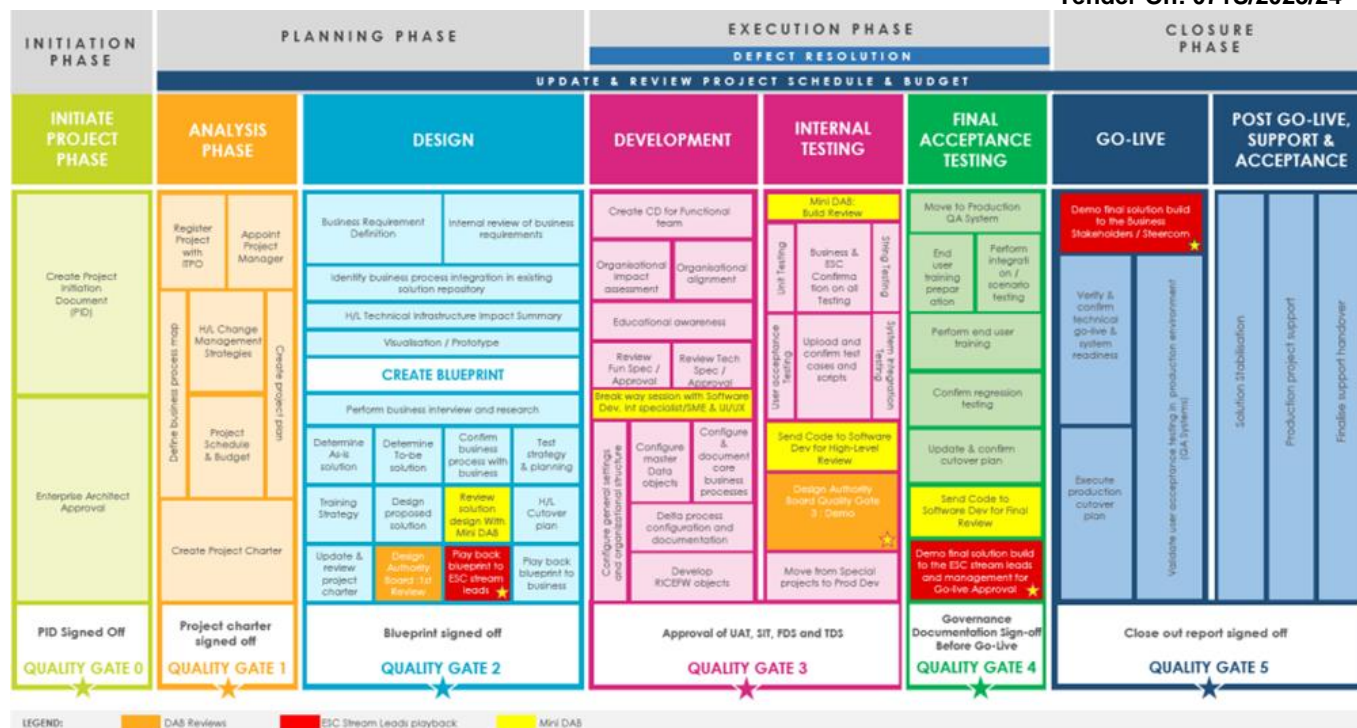


DIAGRAM 8: PROJECT IMPLEMENTATION METHODOLOGY

13.8.2.2. Implementation Quality Gates

In reference to the implementation methodology, the service provider must adhere to the following Quality Gates criteria throughout the project:

- Quality Gate 1: Project charter review and sign-off;
- Quality Gate 2: Blueprint review and sign-off plus technical design review and sign-off;
- Quality Gate 3: User Acceptance testing sign-off from ERP Support Centre;
- Quality Gate 4: Governance documents review and sign-off; and
- Quality Gate 5: Close-Out Report review and sign-off.

The quality requirements and gates might change during the duration of the project. In these cases it will be treated as a change request to the scope of work.

13.8.2.3. Onsite and Offsite Engagement Conditions

The service provider must take careful note of the following engagement conditions throughout the duration of the tender:

- The implementation team will not be provided with internet access on site. All research work and downloading of documentation, for this tender, that requires access to the internet must be facilitated from the Service Provider's local office.
- The implementation team will not be automatically provided with telephone facilities and services. If provided with telephone services, it will be for local calls only.
- The implementation team will not be provided with any equipment, personal laptops and / or computers.
- It is a requirement that a core team be present and onsite for the full duration of the implementation phase of the tender, or if only applicable to a specific phase then for the full duration for the phase. The technical team (developers and non-client facing members) can work remotely and offsite.
- City of Cape Town requires at least the following roles to be fulltime onsite as per the requirement:
 - Supply Chain Management: Project Manager;
 - Supply Chain Management: Solution/Application Architect;
 - Supply Chain Management: Demand Management Consultant
 - Supply Chain Management: Sourcing Consultant
 - Supply Chain Management: Supplier On-boarding Consultant
 - Supply Chain Management: Purchasing Consultant
 - Change Management Lead;
 - Training Lead;

- Technical Developer Lead;
- Supply Chain Management Testing Lead;
- Supply Chain Management Public Sector Industry Expert

The service providers will connect to the required systems in the following way:

- The current model is to connect to a wireless network specifically for contractors.
- Virtual Desktop Interface is used to access the City of Cape Town's systems. It provides a Citrix desktop environment from which the City of Cape Town's LAN and ERP systems are accessed.
- The City of Cape Town will grant the individuals Windows Domain access, and ERP system access where applicable, within seven (7) days from date of request by the service provider.

13.8.2.4. Implementation of the Supply Chain Management (SCM) Solution

The following provide for the requirements and deliverables for Implementation of the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, sourcing and Purchasing). Refer to **SCHEDULE B in section (5) Price Schedule**. The tenderer are required to list all pre-requisites / dependencies that needs to be in place in order for the proposed solution to be implemented. Please respond to this requirement in **Schedule 13P** of the tender.

Implementation encompasses all the post-sale processes involved in the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing) operating properly in its environment.

Project Phase	Sub-Phase	Minimal Deliverables
Initiation Phase	Initiate Project Phase	Project Initiation Document
Planning Phase	Preliminary Analysis	Conceptual Design incorporating the latest security, architectural, integration, and governance standards Project Charter Document Project Plan and Schedule
	Design	Blueprint document Comprehensive Data Migration Strategy and Plan Comprehensive Testing Strategy and Plan Updated Project Charter Updated Project Plan and Schedule Updated Costing Figures Required Systems Landscape Deployment to Production Plan
Execution Phase	Development Phase	Organisational Impact Functional Specifications Technical Specifications (Built) Technical Solution
	Internal Testing	Testing Scripts Testing Results
	Final Acceptance Testing	User Acceptance Testing
Closure Phase	Go-Live	Production Cut-Over Plan Successful implementation of the product Stable environment Successful handover of the technical systems Production sign-off from the City of Cape Town

Project Phase	Sub-Phase	Minimal Deliverables
	Post Go-Live, Support and Acceptance	Support Continues change management to support the business through the changes Continuous training of users to support the business users Where applicable, continuous capturing and enhancement of master data Completion of all project documentation and particular the Project Close-Out Report Officially closure of the project

The tenderer to further provide:

a) Resource Approach:

Tenderer to provide Project Resource Approach for implementing, maintaining and supporting the Supply Chain Management (SCM) Solution in the areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing

Requirements to be included but not limited to:

- Proposed team structure inclusive of the following but not limited to positions:
 - Supply Chain Management: Project Manager;
 - Supply Chain Management: Solution/Application Architect;
 - Supply Chain Management: Demand Management Consultant
 - Supply Chain Management: Sourcing Consultant
 - Supply Chain Management: Supplier On-boarding Consultant
 - Supply Chain Management: Purchasing Consultant
 - Change Management Lead;
 - Training Lead;
 - Technical Developer Lead;
 - Supply Chain Management Testing Lead;
 - Supply Chain Management Public Sector Industry Expert
- Tabulate the list of resources including names and SCM implementation experience for each resource
- Sum total implementation experience of the team
- Provide Curriculum Vitae (CV's) for the proposed resources in the format of the Template provided in **Appendix A**

Tenderer to respond to this requirement and provide evidence to their response in **Schedule 13Q** of the tender.

b) Integration Approach:

Tenderer to provide Integration Approach for implementing the Supply Chain Management (SCM) Solution in the areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing.

Requirements to be included but not limited to:

- Describe the various integration protocol standards that will be acceptable for interfaces
- High level graphical illustration of the typical integration interface
- Integration strategy to deploy your proposed solution to a SAP environment
- List of potential issues integrating your solution to external systems and applications indicating risk mitigation strategy to be deployed for each issue
- Describe how near real-time integration with SAP will be implemented

Tenderer to respond to this requirement and provide evidence to their response in **Schedule 13R** of the tender.

c) Risk and Issue Management Approach:

Tenderer to provide Risk and Issue Management Approach for implementing the Supply Chain Management (SCM) Solution in the areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing.

Requirements to be included but not limited to:

- How issues and risks are identified at different project phases
- Risk and issue categorisation methodology
- Risk and issue rating
- Risk and issue mitigation approach

Tenderer to respond to this requirement and provide evidence to their response in **Schedule 13S** of the tender.

d) Testing Approach:

Tenderer to provide Testing Approach for implementing the Supply Chain Management (SCM) Solution in the areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing.

Requirements to be included but not limited to:

- Functional Testing
- Integration Testing
- Performance and Stress Testing
- Regression Testing
- Issue Resolution during testing phase

Tenderer to respond to this requirement and provide evidence to their response in **Schedule 13T** of the tender

e) Data Migration Approach

Tenderer to provide Data Migration Approach for implementing the Supply Chain Management (SCM) Solution in the areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing.

Requirements to be included but not limited to:

- High Level Data Migration Plan with:
 - Project phases;
 - Timeframes;
 - Key milestones;
 - Deliverables of each phase
- Data migration tools to be used
- Major data migration Risks and their mitigation plans

Tenderer to respond to this requirement and provide evidence to their response in **Schedule 13U** of the tender

The following to be noted in terms of the three solution areas:

Deliverable Category	Requirement Description
1. Demand Management	<ul style="list-style-type: none"> • The deliverable will be deemed completed when the technical build has been signed-off and handed over successfully to the City of Cape Town ERP Support Centre. • Expected maximum implementation duration: 12 months • The service provider will be responsible for the following go-live support activities: <ul style="list-style-type: none"> ○ A three (3) month technical support period;

Deliverable Category	Requirement Description
	<ul style="list-style-type: none"> ○ Technical knowledge transfer to the City of Cape Town ERP Support Centre; and ○ Change Management as specified in Paragraph 13.8.3 ○ Training as specified in Paragraph 13.8.4 • After the go-live support period, the service provider will be responsible for the maintenance and support of the product for the duration of the contract as specified in Paragraph 13.8.5
2. Supplier On-Boarding	<ul style="list-style-type: none"> • The deliverable will be deemed completed when the technical build has been signed-off and handed over successfully to the City of Cape Town ERP Support Centre. • Expected maximum implementation duration: 12 months • The service provider will be responsible for the following go-live support activities: <ul style="list-style-type: none"> ○ A three (3) month technical support period; ○ Technical knowledge transfer to the City of Cape Town ERP Support Centre; and ○ Change Management as specified in Paragraph 13.8.3 ○ Training as specified in Paragraph 13.8.4 • After the go-live support period, the service provider will be responsible for the maintenance and support of the product for the duration of the contract as specified in Paragraph 13.8.5
3. Sourcing	<ul style="list-style-type: none"> • The deliverable will be deemed completed when the technical build has been signed-off and handed over successfully to the City of Cape Town ERP Support Centre. • Expected maximum implementation duration: 12 months • The service provider will be responsible for the following go-live support activities: <ul style="list-style-type: none"> ○ A three (3) month technical support period; ○ Technical knowledge transfer to the City of Cape Town ERP Support Centre; and ○ Change Management as specified in Paragraph 13.8.3 ○ Training as specified in Paragraph 13.8.4 • After the go-live support period, the service provider will be responsible for the maintenance and support of the product for the duration of the contract as specified in Paragraph 13.8.5
4. Purchasing	<ul style="list-style-type: none"> • The deliverable will be deemed completed when the technical build has been signed-off and handed over successfully to the City of Cape Town ERP Support Centre. • Expected maximum implementation duration: 12 months • The service provider will be responsible for the following go-live support activities: <ul style="list-style-type: none"> ○ A three (3) month technical support period;

Deliverable Category	Requirement Description
	<ul style="list-style-type: none"> ○ Technical knowledge transfer to the City of Cape Town ERP Support Centre; and ○ Change Management as specified in Paragraph 13.8.3 ○ Training as specified in Paragraph 13.8.4 • After the go-live support period, the service provider will be responsible for the maintenance and support of the product for the duration of the contract as specified in Paragraph 13.8.5

13.8.3. Requirements for Change Management on the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Change Management is aimed at enabling and empowering all impacted stakeholders across the City of Cape Town to embrace, own and adopt new processes and systems that will be implemented. The change is expected to cut across the business.

As a result of the above, a service provider may be appointed via a different tender to propose a systematic approach to transitioning the City of Cape Town employees by navigating the change journey prior to, during and after the implementation of the Core Application Refresh (CAR) Programme.

For this tender, Change Management is applicable to the implementation of the supply chain management project. Apart from the change management requirements specifically documented and requested as part of the deliverables, the following must also be considered.

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

The following provide for the requirements and deliverables for Change Management on the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing). Refer to **SCHEDULE C in section (5) Price Schedule**.

The implementation of the Core Application Refresh (CAR) programme will have a high impact on the City of Cape Town users which will significantly affect the way they undertake their day-to-day activities. The change management effort required within the business will therefore be significant and informed by the change impact and readiness assessments.

The change management and training work streams are expected to result in the following outcomes:

- Organisational culture change;
- Leadership commitment, support and enablement of the change;
- Awareness, buy-in and ownership of the change amongst all impacted City of Cape Town internal and external stakeholders;
- Empowerment and enablement of all affected stakeholders with the necessary knowledge, skills and support to perform their duties proficiently in the new environment; and
- Business continuity during and after the implementation and roll-out of the project.

The City of Cape Town may deploy a change management team to prepare the business for the change in advance of the project. The City of Cape Town team will be responsible for the following:

- Take the lead role under supervision of the Manager: Corporate Core Application Refresh Programme Manager for planning and delivery of the change function;
- Define and document the change management strategy for the programme and projects. The Change Management strategy will address at least the following five key focus areas, which will provide an overall framework for the change. These focus areas include:
 - Leadership;

- Communications and Stakeholder Engagement (C&SE); and
- Education and Training;
- Facilitate planning and execution of the change management interventions during the project;
- Ensure that the change management strategy and plan are deployed efficiently and effectively, and by predefined metrics across the life span of this project; and
- Provide quality assurance and oversight over all change management deliverables and interventions.

The service provider will be responsible for the deployment of the change management strategy and plan for the project including the change and job impact assessments.

The service provider's change management resources must be suitably qualified professionals who are able to produce deliverables of the highest quality, using the PROSCI and ADKAR methodologies.

The Change Management resources must be able to demonstrate expertise, experience and skills in change management and must be competent in the following:

- Organisational Culture Change;
- Organisational Development/Behavioural Change;
- Organisational Effectiveness;
- Building and sustaining High Performing Organisations;
- Stakeholder Analysis, Engagement and Communication;
- Organisational Alignment;
- Leadership Alignment and Coaching;
- Stakeholder Communication;
- Change Measurement;
- Workforce Transitioning;
- Resistance Management;
- Training and Performance Support; and
- Change Reinforcement.

In addition the change resources must possess the following:

- Proven ability to design Change Management deliverables and documentation to the highest standards;
- Proven experience in both Business Transformational Projects and ERP implementation projects; and
- Advanced MS Office (Excel and PowerPoint) competency.

The change resources must have specialist change management skills and must bring in-depth experience to the project. The service provider must possess outstanding interpersonal skills and be able to communicate and interact (both verbal and written) with all levels of staff including representatives of the programme Steering Committee.

The service provider's change management team will be expected to successfully undertake the following:

- Deploy culture change interventions;
- Deploy organisation development/behavioural change interventions;
- Deploy the change management strategy and plan for the implementation of the new solution;
- Deploy the stakeholder engagement and management strategy and plan for the implementation of the new solution;
- Deploy the Change Management Governance Structures and framework to initiate alignment between strategy, objectives, resources and organisational methods;
- Deploy the communication strategy and plan for the implementation of the new solution;
- Deploy the workforce transitioning strategy and plan for the implementation of the new solution;
- Prepare and coach the change champions to engage with stakeholders;
- Build change leadership capability and commitment;
- Secure stakeholder buy-in, commitment and ownership of the solution through consistent engagement and communication;
- Measure change progress and change readiness;
- Mitigate people risks and manage resistance;
- Secure a smooth transition of all stakeholders to the new environment;
- Provide post go-live support to impacted users; and
- Identify and track the critical success factors including the following:
 - Speedy adoption of the new system;
 - Speedy adoption of new business processes;
 - Improved efficiency by reducing business process turn-around times;

- Reduced support calls logged to the ERP Support Centre;
- Build an atmosphere of openness and honesty;
- Involve leaders at all levels and assign accountability for results;
- Analyse, understand and document the differences between the current and envisaged environments to form a basis for a clear and comprehensive workforce transition and training plan;
- Continuously adapt based on predefined metrics the culture change journey for maximum effectiveness;
- Develop and execute a comprehensive communications program to build understanding over a period of time and commitment to the project to enable intelligent service delivery through a performance and investment focus;
- Address organisational and cultural challenges by understanding the necessary organizational roles, practices and responsibilities;
- Standardise business processes up-front and implement critical changes prior to deploying tools; and
- Review, align, and standardise policies, procedures, and regulations.

The change management deliverables will be contained in the change management strategy and will include the following:

- Culture Change;
- Behavioural Change;
- Change, job impact and skills impact analyses;
- Stakeholder analysis, engagement and management;
- Communication;
- Leadership alignment and support;
- Change agent network roll-out;
- Workforce transitioning;
- Training and performance support;
- Resistance management;
- Stakeholder analysis reports; and
- Change readiness assessments.

Tenderer to provide Change Management Approach methodology and tools that will be employed to entrench the changes within the business for implementing a Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Requirements to be included but not limited to:

- High-level graphic illustration of the proposed change management plan and roadmap indicating the following:
 - Project phases;
 - Timeframes;
 - Key milestones; and
 - Deliverables for each phase.
- Describe the plan to achieve the following:
 - Ensure the business and end users transition successfully to the new solution and processes;
 - Manage stakeholder resistance to the change;
 - Measure the success of the change management initiatives; and
 - Measure benefits realisation of the project.
- Describe the tools that will be used to assess and report on the readiness of the business for the change.
- Specify the role that City of Cape Town will be required to play in assisting with the change management delivery. Include the inputs and deliverables required from the City of Cape Town for each phase of the project.
- Describe Change Management Governance Structures and framework to initiate alignment between strategy, objectives, resources and organisational methods

Tenderer to respond to this requirement and provide evidence to their response in **Schedule 13V** of the tender

13.8.4. Requirements for Training on the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

The approach for training include:

- Support Staff Training

- Train the Trainer for End-user training
- End-user Training
- Supplier Training

All City of Cape Town staff has access to a PC and is computer literate. The users are located in different areas within the City of Cape Town.

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

- Conduct a training needs analysis that will measure the current skills and expertise of the impacted users;
- Deploy the training strategy and plan;
- Design the training curriculum and courses;
- Develop the training materials inclusive of facilitator and user manuals;
- Design quick reference guides and work aids to support users during the post go-live phase;
- Design and maintain the pre and post go-live training environments;
- Empower and enable the business trainers to conduct the end user training;
- Develop and manage training schedules and invitations;
- Support trainers during the end user training sessions;
- Ensure that end users are competent to use the new system;
- Manage and monitor training attendance and assessments;
- Manage the training logistics such as training schedules, training attendance registers, venue bookings and other training logistics;
- Ensure skills and knowledge transfer to City of Cape Town employees;
- The skills transfer to the City of Cape Town ERP support staff should focus on building the skills necessary for them to provide 1st and 2nd level support to end users; and
- Provide post go-live support to impacted users.

The training deliverables will include the following:

- Training needs and skills gap analysis;
- Training plan;
- Skills and knowledge transfer plan;
- Training curriculums and courses;
- All training and performance support materials including facilitator guides, end user manuals and work aids;
- Training environments for System Support Staff, "Train-the-Trainer" and End User Training;
- System Support Staff, "Train-the-Trainer" and End User Training schedules;
- Delivery of training to the City of Cape Town trainers;
- Training monitoring reports indicating the System Support Staff, "Train-the-Trainer" and End User Training delivery success; and
- Training support to the City of Cape Town trainers.

In order to unleash the value of the implemented solution and realise the return on investment for the City of Cape Town, sustained maximum adoption of the system at go-live and beyond is imperative. Service providers must indicate how they will train both users and ERP support staff to achieve a high percentage of system usage as quickly as possible.

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

Tenderer to provide Training Approach that will be used to undertake the training function for the relevant and specific Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

Requirements to be included but not limited to:

- Provide a high-level graphic illustration of the proposed training plan and roadmap indicating the following:
 - Project phases;
 - Timeframes;
 - Key milestones; and
 - Deliverables of each phase.
- Training delivery methods to be employed; and

- User competency assessments to be undertaken by the end users.
- Indicate the level and extent of support that will be provided to the business trainers during the end user training and post go-live support period.
- Describe how the success of end user training will be managed, monitored, assessed and reported on.
- Describe what training aids and support material will be developed to provide ease of reference and refresh users on training undertaken by them.
- Provide detail of proposed training in terms of course content and course duration
- Specify the role that City of Cape Town will be required to play in assisting with the training. Include the inputs and deliverables required from Transport for Cape Town for each phase of the project.
- Describe the skills transfer approach that will be used to empower the City of Cape Town's IC&T support resources

Tenderer to respond to this requirement and provide evidence to their response in **Schedule 13W** in the tender

The following provide for the requirements and deliverables for Training on the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing). Refer to **SCHEDULE D in section (5) Price Schedule**.

Deliverable Category	Requirement Description
1. Support Staff Training	<p>It is required to provide for the necessary support structure and resource capacity needs in order to run the Supply Chain Management (SCM) solution effectively through the training of CCT support staff. Support Staff Training encompasses:</p> <p>Provide role based training in the following competency areas:</p> <ul style="list-style-type: none"> • Level 1 Service Desk Agent • Level 2 Junior Functional Support Staff • Level 3 Senior Functional and Technical Support Staff <p>Training to be classroom based or virtual provided in the following possible group/class sizes per competency area.</p> <ul style="list-style-type: none"> • 1-5 Trainees • 6-10 Trainees • 11+ Trainees <p>Tenderer to provide rate per individual for each of the above mentioned group sizes.</p> <p>Provision to be made for pre- and post go-live training for the specified competency areas allowing for specified group/class sizes, or combination thereof, as required by CCT.</p> <p>Tenderer to specify any prerequisites that may be vital for the applicable training attendees. Training provided to be at an Advance level where trainee will be able to take the lead on their activities.</p>
2. Train the Trainer for End-user training. (Business Super users)	<p>It is required to provide for the necessary training to enable selected business super users to support and provide basic training of the full SCM solution (Schedule A) to end-users to assist with the transitioning onto the new solutions proposed in this tender. Train the Trainer encompasses:</p> <p>Providing end-user training in the following competency areas:</p> <ul style="list-style-type: none"> ○ Demand Management ○ Supplier On-boarding ○ Sourcing ○ Purchasing

Deliverable Category	Requirement Description
	<p>Training to be classroom based or virtually provided in the following possible group/class.</p> <ul style="list-style-type: none"> • 1-5 Trainees • 6-10 Trainees • 11+ Trainees <p>Tenderer to provide rate per individual for each of the above mentioned group sizes.</p>
3. End-user training	<p>It is required to provide for the necessary training of the full Supply Chain Management (SCM) solutions (Schedule A) to end-users to assist with the transitioning onto the new solutions proposed in this tender. Training encompasses:</p> <p>Providing end-user training in the following competency areas:</p> <ul style="list-style-type: none"> ○ Demand Management ○ Supplier On-boarding ○ Sourcing ○ Purchasing <p>Training to be classroom based or virtually provided in the following possible group/class.</p> <ul style="list-style-type: none"> • 1-5 Trainees • 6-10 Trainees • 11+ Trainees <p>Tenderer to provide rate per individual for each of the above mentioned group sizes.</p>
4. Supplier Training Material	<p>In addition to internal users the service provider must propose and develop the training material for the Suppliers (vendors) to the City of Cape Town. It is envisaged that Supplier training could be in the form of videos and simplified user guides which will be made available across the city properties.</p> <p>Training Material to be provided in editable format to enable future updates by the City</p>
5. Supplier Training	<p>It is required to provide for the necessary training of the Supply Chain Management (SCM) solutions to 2000 selected Suppliers to assist with the transitioning onto the new solutions proposed in this tender. Training encompasses:</p> <p>Providing Supplier training in the following competency areas:</p> <ul style="list-style-type: none"> ○ Supplier On-boarding ○ Sourcing ○ Purchasing <p>Training to be classroom based or virtually provided in the following possible group/class.</p> <ul style="list-style-type: none"> • 20-30 Supplier Representatives <p>Tenderer to provide rate per individual for the above mentioned group size.</p>

Detail on the applicable Support Level competency areas are provided below:

Support Level	Function	Support Methodology	Staffing Needs
Level 0	Self-help and user-retrieved information	Users refer to training manual	Performed by End user
Level 1	Service desk delivery	Support for general and known issues. E.g. Connectivity, authorisation, how to, etc.	Performed by Servicedesk agents
Level 2	Functional support	Specialised business process, functional and technical issues	Performed by Junior functional support staff
Level 3	Expert Functional and Technical Support and System maintenance	Technical system changes, e.g. configuration, customisation, bug fixes, reporting, system upgrades, user authorisations, system performance, Integration to current / future systems – 3 rd party systems, etc.	Performed by Senior functional support staff Technical support staff Authorisations support staff
Level 4	OSM Support	Escalated OSM support requirements	Provided by External Service Provider (OSM)

13.8.5. Requirements for Support Services on the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing)

The following provide for the requirements and deliverables for maintenance and support of the Supply Chain Management (SCM) Solution (Demand Management, Supplier On-boarding, Sourcing and Purchasing).

Refer to **SCHEDULE E in section (5) Price Schedule**.

Deliverable Category	Requirement Description
1. Support	<p>Support encompasses:</p> <ol style="list-style-type: none"> Call out/Incidences <ul style="list-style-type: none"> Support requirement is 24 hours a day 7 days a week. Technical support will be provided by trained CCT staff (Level 1, 2 and 3) with escalated support to be provided by Tenderer All application support will be the responsibility of the appointed tenderer Standby Service <ul style="list-style-type: none"> Dedicated end-user support for a defined period after or during roll-out of the Supply Chain Management (SCM) Front-end tools Tenderer to adhere to the Contract Performance Criteria in terms of Maintenance and Support for the duration of the contract as stipulated in Paragraph 37 in Section 7 Standby support to be provided for one year after go-live

Tenderer to provide Support Approach for the implemented Supply Chain Management (SCM) Solution in the areas of Demand Management, Supplier On-boarding, Sourcing and Purchasing.

Requirements to be included but not limited to:

- Describe what level of functional and technical post go-live support will be offered to the City of Cape Town. Indicate the level of support.
- The City has a dedicated ERP Support Centre which will take on all support operations of the system after handover. The service provider to describe how it will ensure transition of systems, knowledge and skills to the ERP support staff.

Tenderer to respond to this requirement and provide evidence to their response in **Schedule 13X** of the tender.

13.8.6. Requirements for Professional Services for the Supply Chain Management (SCM) Solution

The following provide for the requirements and deliverables for professional services for the Supply Chain Management (SCM) Solution.

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

Tenderers are to take into account the following categorisation of skilled professionals that are to be assigned to the project for Adhoc services not specified in this tender as part of Schedules A,B, C, D and F.

Skill Level	Years' Experience
Principal	15+ years
Senior	7 - 15 years
Intermediate	2 - 7 years
Junior	0 - 2 years

The following roles are expected to be fulfilled for the duration of the tender, across all work streams:

Item	Role	Description
1	Supply Chain Management: Project Manager;	The Project Manager responsibilities include: <ul style="list-style-type: none"> • Manage scope, budget and timing • Assist in gathering requirements and documenting business process • Manage schedules • Direct and motivate the project team • Report project progress to the steering committee • Point of contact for resolving all issues from project team
2	Supply Chain Management: Solution/Application Architect;	Solution architect role description and responsibilities <ul style="list-style-type: none"> • Analysing the technology environment. • Analysing enterprise specifics. • Analysing and documenting requirements. • Setting the collaboration framework. • Creating a solution prototype. • Participating in technology selection. • Controlling solution development.
3	Supply Chain Management: Demand Management Consultant	The Supply Chain Management Consultant will: <ul style="list-style-type: none"> • Perform in-depth analysis of the current business processes and scenarios of the client then recommend or

Item	Role	Description
		<p>configure solutions to meet the client's needs according to industry best practices.</p> <ul style="list-style-type: none"> • Perform high complex tasks during the implementation and support of various SCM modules to enhance the business functionality and overall performance, while maintaining customer satisfaction. • Analyse requirements , perform configuration enhancements, and testing in Demand Management • Support the successful implementation of SCM applications, providing functional expertise, presentation, and advise on products to clients. • Acts as liaison with client for troubleshooting: investigate, analyse, and solve system related application problems and map client business requirements, processes and objectives and develop necessary product modifications to satisfy clients' needs. • Maintain a thorough knowledge of the organization and adhere to all organizational standards • Provide guidance and leadership to junior resource within area of work/expertise
4	Supply Chain Management: Sourcing Consultant	<p>The Supply Chain Management Consultant will:</p> <ul style="list-style-type: none"> • Perform in-depth analysis of the current business processes and scenarios of the client then recommend or configure solutions to meet the client's needs according to industry best practices. • Perform high complex tasks during the implementation and support of various SCM modules to enhance the business functionality and overall performance, while maintaining customer satisfaction. • Analyse requirements , perform configuration enhancements, and testing in Sourcing • Support the successful implementation of SCM applications, providing functional expertise, presentation, and advise on products to clients. • Acts as liaison with client for troubleshooting: investigate, analyse, and solve system related application problems and map client business requirements, processes and objectives and develop necessary product modifications to satisfy clients' needs. • Maintain a thorough knowledge of the organization and adhere to all organizational standards • Provide guidance and leadership to junior resource within area of work/expertise
5	Supply Chain Management: Supplier On-boarding Consultant	<p>The Supply Chain Management Consultant will:</p> <ul style="list-style-type: none"> • Perform in-depth analysis of the current business processes and scenarios of the client then recommend or configure solutions to meet the client's needs according to industry best practices. • Perform high complex tasks during the implementation and support of various SCM modules to enhance the business functionality and overall performance, while maintaining customer satisfaction. • Analyse requirements , perform configuration

Item	Role	Description
		<p>enhancements, and testing in Supplier On-boarding</p> <ul style="list-style-type: none"> • Support the successful implementation of SCM applications, providing functional expertise, presentation, and advise on products to clients. • Acts as liaison with client for troubleshooting: investigate, analyse, and solve system related application problems and map client business requirements, processes and objectives and develop necessary product modifications to satisfy clients' needs. • Maintain a thorough knowledge of the organization and adhere to all organizational standards • Provide guidance and leadership to junior resource within area of work/expertise
6	Supply Chain Management: Purchasing Consultant	<p>The Supply Chain Management Consultant will:</p> <ul style="list-style-type: none"> • Perform in-depth analysis of the current business processes and scenarios of the client then recommend or configure solutions to meet the client's needs according to industry best practices. • Perform high complex tasks during the implementation and support of various SCM modules to enhance the business functionality and overall performance, while maintaining customer satisfaction. • Analyse requirements , perform configuration enhancements, and testing in Purchasing • Support the successful implementation of SCM applications, providing functional expertise, presentation, and advise on products to clients. • Acts as liaison with client for troubleshooting: investigate, analyse, and solve system related application problems and map client business requirements, processes and objectives and develop necessary product modifications to satisfy clients' needs. • Maintain a thorough knowledge of the organization and adhere to all organizational standards • Provide guidance and leadership to junior resource within area of work/expertise
7	Supply Chain Management: Change Management Lead;	<p>The Change Management Lead will perform the following:</p> <ul style="list-style-type: none"> • Lead all aspects of change management program. • Engage with senior leadership and executives to gain buy-in, also manage other change management practitioners. • Apply a structured methodology and lead change management activities. • Apply a change management process and tools to create a strategy to support adoption of the changes required by a project or initiative.
8	Supply Chain Management: Training Lead;	<p>The training Lead will perform the following:</p> <ul style="list-style-type: none"> • Lead and direct all training activities • Guiding and directing all curriculum development initiatives • Designing and developing training programmes and materials • Choosing appropriate training methods per case (virtual, simulated, mentoring, on the job training, professional

Item	Role	Description
		development classes etc.) <ul style="list-style-type: none"> Communicating with managers to identify training needs and mapping out development plans for teams and individuals to increase productivity and effectiveness.
9	Supply Chain Management: Technical Developer Lead;	The Technical Developer Lead will be responsible for: <ul style="list-style-type: none"> Drive and lead overall technical design, architecture, and development of the system. Lead the development team in technical delivery and continuous improvement of development environment & output Apply significant knowledge of industry trends and developments to improve technical solution delivery. Research design principles and technical options to drive improvement & stay current with industry standards. Review work of development team for best practice, defined coding standards and quality measures - lead by example. Easily recognize system deficiencies, plan, design and implement improvements.
10	Supply Chain Management Testing Lead;	Supply Chain Management Testing Lead will be responsible for: <ul style="list-style-type: none"> Defining and implementing test plan on the project. Preparation and communication of Test reports during test execution Planning and effort estimation for test case execution Plan, organize and support test case creation Coordinate test data creation with the developers and test analysts Ensure appropriate test environment access levels for testers Track new/changed requirements and ensure these are addressed during testing Escalate deviations in the plan to Project Manager Act as single point of contact between Developers and Testers Ensure entry/exit criteria for all test phases are met in time
11	Supply Chain Management Public Sector Industry Expert	The Supply Chain Management Industry Expert will provide guidance to the Team in relation to: <ul style="list-style-type: none"> System alignment to City's strategic plans. Monitor the implementation of the Supply Chain Management Strategy to ensure optimal adherence and compliance. Provide specialist advice, and guidance on all matters in the supply value chain Ensure a customer/citizen focused ethos is paramount in all service rendered by the Department in the empowerment of its citizens

Tenderers to provide Curriculum Vitae (CV's) for the proposed resources in the format of the Template provided in **Appendix A** and to respond to this requirement and provide evidence to their response in **Schedule 13Q** of the tender.

13.9. SOLUTION DEMONSTRATION

Tenderer to provide Demonstration of the Solution on an electronic storage device (E.g., Memory Stick) to enable the City to review the functionality of the solution proposed. The demonstration must be a recorded execution of the steps relating to each of the below requirements, i.e. not just screen shots. The screen shots can be recorded to accompany the demonstration. The City reserve the right to request for a live demonstration if needed in support of the demonstration submitted on an electronic storage device with the tender submission. The provided demonstration to include the following requirements:

1. Demand Management		
Item	Evaluation Description	Evaluation Component
1.1	<p>Demand Registration</p> <p>Demonstrate the new demand registration on your proposed system showing the following as a minimum:</p> <ul style="list-style-type: none"> • Type of goods / services • Strategic importance • Priority • Organisational Assignment/Requesting Cost Centre • Project • Funding type and funding source identifier (e.g. grant funding, capital budget, etc.) • Contract duration • Contract start date • Unique demand identifier • Repeatable demand • Type of bid – RFQ or RFP • Contract type associated with demand • Contract complexity envisaged • Section 33 Contract Indicator 	1. Pull through a demand from the planning or requisitioning system
		2. Modify the demand
1.2	<p>Demand Monitoring</p> <ul style="list-style-type: none"> • It should be possible to monitor the status of all registered demand requirements in the demand plan. These include requirements that are: <ul style="list-style-type: none"> ○ Created (i.e. no sourcing fulfilment has been actioned yet for the requirement) ○ In progress (i.e. where a sourcing project has been created for subsequent sourcing activities, or where a requirement has been aggregated/included into an existing/in progress sourcing project) ○ Awarded (i.e. where requirements have either been awarded or assigned to existing awarded tenders). ○ Cancelled • Demonstrate that once the demand requirements have been assigned to a sourcing project, the demand requirement(s) status should be automatically derived from the associated sourcing project status. 	1. Demand Status

1. Demand Management		
Item	Evaluation Description	Evaluation Component
	<ul style="list-style-type: none"> Show how Notifications are generated to initiate sourcing with variable lead times based on categorisation. 	

2. Supplier On-Boarding		
Item	Evaluation Description	Evaluation Component
2.1	New Supplier Registration <ul style="list-style-type: none"> Demonstrate your system Supplier Registration capability showing the following steps/functionality: <ul style="list-style-type: none"> Logon/landing page Capture the key supplier data <ul style="list-style-type: none"> Company Name Company registration number (show validations) Company Address Director details (show what happens if the director is restricted to do business and how is this restriction picked up) <ul style="list-style-type: none"> Tax data (show validations) Capture Declarations Load mandatory documents Show workflow messages to the relevant person/department for review Review, approval and rejection of the supplier by the internal department Where a supplier is rejected show the capture of the reason for rejection Demonstrate how is the supplier notified of the review outcome 	1. Security controls on logon or first registration
		2. Validation of key company information – <ul style="list-style-type: none"> Director Identity CIPC registration South African Revenue Services registration
		3. Integration with Central Supplier Database if it exists. If it exists show which fields are pulled through to the Supplier Registration page
		4. Document upload functionality
		5. Capturing of declaration of interests and what happens if conflict of interest exists
		6. Demonstrate supplier registration status monitoring i.e. show how a) An internal person can see the registration status of the supplier e.g. incomplete registration, registration pending internal reviews, reviewed registration pending supplier action; b) a supplier can see the status of his registration e.g. review started, registration rejected with reason, registration successful.
2.2	Supplier Maintenance <ul style="list-style-type: none"> Demonstrate how is the ongoing maintenance of the existing supplier is executed on your system <ul style="list-style-type: none"> Demonstrate how is the supplier notified of the pending update, e.g. expired B-BBEE certificate Demonstrate the update of the supplier record Demonstrate the notification of the internal department of the key change to the supplier information, e.g. change of director, change of address Demonstrate how are the changes updated to the master data system - SAP 	1. Supplier notification of upcoming expiry
		2. How key fields are prevented from changes once approved, e.g. supplier registration number
		3. Notifications to the internal department of the changes pending approval
2.3	Integration to SAP or any other system <ul style="list-style-type: none"> Demonstrate what data can be pulled into and out of the supplier registration system Demonstrate how the data on supplier registration system is kept in sync with other systems <ul style="list-style-type: none"> CSD or any other external system SAP 	1. Up to date records across interfacing systems

3. Sourcing		
Item	Evaluation Description	Evaluation Component
3.1	Create sourcing templates <ul style="list-style-type: none"> Demonstrate the creation of different sourcing templates <ul style="list-style-type: none"> Material Template Service template Construction Template 	1. Definition of the requirement
		2. Definition of sourcing steps
		3. Assignment of different approvals
3.2	Execute a Sourcing Project (above R200k) <ul style="list-style-type: none"> Pull through a demand from the demand management system Demonstrate the various sourcing steps of this demand (Across all the below process groups show how the documents are uploaded and the different workflows your system offers)	1. Bid initiation
		2. Bid specification
		3. Bid advertisement
		4. Capture of the briefing
		5. Supplier online submission and closure
		6. Bid evaluation
		7. Preferred Bidder award (including negotiations)
		8. Notifications
		9. Appeals handling
		10. Contract award
		11. Create contract/agreement on the CORE system
3.3	Sourcing through RFQ (Under R200k) <ul style="list-style-type: none"> Pull the Purchase Requisition from CORE system Create an RFQ to suppliers Evaluate <ul style="list-style-type: none"> Demonstrate Price Evaluation Demonstrate technical/functional evaluation Award 	1. Create RFQ from a Requisition with a technical specification
		2. Advertise the RFQ to the closed set of Suppliers
		3. Send out clarifications to the suppliers
		4. Extend the RFQ validity period and send communications to the suppliers
		5. Receive RFQ responses and close the submission
		6. Perform price evaluation based on Preferential Point system and specific goals
		7. Perform technical evaluation where specific technical criteria must be met
		8. Award the RFQ
		9. Send terms and conditions (contract) to the awarded supplier for acknowledgement and acceptance (as well as unsuccessful)
		10. Demonstrate how the Purchase Requisition gets updated with RFQ price
		11. Demonstrate the creation of the PO from the awarded RFQ
3.4	Demonstrate how the system prevents use of Vendors with outdated data or restrictions	1. Award an RFQ to a Vendor with expired DOI
		2. Demonstrate that the award is not possible
		3. Send a notification to the Vendor notifying him of expired DOI
		4. Vendor must update DOI
		5. Award an RFQ and show that the Vendor is no longer blocked

4. Purchasing		
Item	Evaluation Description	Evaluation Component
4.1	Purchase Requisition Processing (where a contract exists but was not inserted at Purchase Requisition creation) <ul style="list-style-type: none"> • Display a requisition ready for processing • Check for source of supply and assign a contract as a source of supply • If there is a price difference between Purchase Requisition and Contract price send it for approval and once approved, create a PO with a contract as a source of supply • Demonstrate delegation of authority within buying department <ul style="list-style-type: none"> • 	1. The system should be able to identify similar Purchase Requisitions and suggest them for the PO creation
		2. The system must propose a contract as a source of supply
		3. The system should not allow for the PO creation if there is price difference between Purchase Requisition and the Contract Price
		4. Demonstrate workflow sent to the Delegated Authority to approve the Purchase Requisition
		5. Once the Purchase Requisition has been approved the PO should be processed
		6. The Purchase Requisition must be automatically updated with the contract number
4.2	Purchase Order Creation from a RFQ (below R200k) <ul style="list-style-type: none"> • Following from a sourcing process where an RFQ was awarded create a Purchase Order • The Purchase Order must adopt all RFQ details • The system must validate budget in the CORE system 	1. The system must allow for workflow of awarded RFQ to the correct delegated authority for action
		2. The system should allow for budget checks and not release the PO if there is no sufficient funds available
		3. Send a notification to the budget owner notifying him to adjust the budget
		4. Once the funds are available the system should be able to create and release the PO
		5. Released PO should be sent to the vendor according to the communication channel set at vendor master
4.3	PO Issue and Acknowledgement (allow for time stamps of order acknowledgements)	1. The supplier should be able to receive a notification (using different communication method) on the SCM solution that the PO has been issued.
		2. The supplier should be able to acknowledge receipt of PO.
		3. The system should have Portal/E-services view for suppliers to interact with.
		4. The system should be able to send automatic notifications/ reminders using different communication methods within predefined timeframe before a delivery is due to the suppliers.
		5. The system should allow for expediting using different communication methods and reminder letters.

4.4	Demonstrate how Purchase Requisition Changes are handled	1. Demonstrate that when a new date is set on the Purchase Requisition it pulls through if the PO has not been sent
		2. The system should not allow for PR changes during sourcing process
		3. Demonstrate how the change in supplier gets updated on the PR
4.5	Creation of a PO without Sourcing Process (Deviation)	1. Create a PO from a Purchase Requisition without following Sourcing process
		2. Demonstrate that the system allows for direct vendor assignment without Award/Contract
		3. Show how reason for deviating from sourcing are enforced, i.e. user must insert a reason code to create a PO without Award/contract

Tenderer to respond to this requirement and provide the demonstration on an electronic storage device (Eg, Memory Stick) in **Schedule 13Y** of the tender.

Tenderers are to confirm compliance to Specification by indicating Yes/No/Partially. If No or Partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

13.10. TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

13.11. EMPLOYMENT OF SECURITY PERSONNEL

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

13.12. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 1**).

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

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

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

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

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

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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