


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO:	324S/2024/25
TENDER DESCRIPTION:	SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION
CONTRACT PERIOD:	FROM THE COMMENCEMENT DATE OF THE CONTRACT NOT EXCEEDING 30 JUNE 2037

CLOSING DATE **20 August 2025**

CLOSING TIME **10:00 am**

TENDER BOX NUMBER **225**

TENDER FEE **R200**

Non – refundable tender fee payable to the 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 (hereinafter the "Tenderer ")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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 CCT OFFICIALS AT TENDER OPENING
1
2
3

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THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **20 June 2025**
- VISIT/ SITE CLARIFICATION MEETING** : Time: **09h00** on Date: **11 July 2025**
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING:** RSC-IS&T Boardroom, 4th floor, Podium, Civic Centre, Cape Town
- Please note that this will be a hybrid meeting which can also be attended online via Microsoft Teams. The link will be provided upon request.*
- TENDER BOX & ADDRESS** :
- Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
 - The Tender Document (which includes the Form of Offer and Acceptance) completed and signed 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. 324S/2024/25: - TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION”**, the tender box number, 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: SCM.Tenders13@capetown.gov.za
- Please ensure to reference the tender number (324S/2024/25) in the subject line when submitting tender related queries.*

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the “CCT”) and each tenderer submitting a tender offer (hereinafter referred to as the “tenderer” or the “supplier”) shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these “Conditions of Tender”). The tenderer and the CCT shall collectively hereinafter be referred to as the “Parties” and individually a “Party”. In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this Tender Document Goods and Services (hereinafter referred to as the “Tender” / “Tender Document”), its evaluation and acceptance and any resulting 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 and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the “Contract”), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT’s website.

Abuse of the supply chain management system is not permitted and may result, *inter alia*, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws.

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 Annexure F to the contract (hereinafter referred to as the “returnable documents” / “Returnable Schedules”) are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT’s tender evaluation purposes herein, shall form part of the Contract arising from the CCT’s corresponding 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 / Tenderers by its Director: Supply Chain Management or his nominee. Similarly, any communication of the Tenderer / supplier that is not reduced to writing by the Tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / Tenderers, or their duly authorised representatives.

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 corresponding 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 Conditions of Tender, a contract will be concluded with the Tenderer who scores the highest number of tender adjudication points.

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

The contract period shall be for a period of up to ten (10) (financial) years from the commencement date of the contract but not exceeding 30 JUNE 2037.

It is the intention of the CCT to award this tender subject to the application of Section 33 of the Local Government Municipal Finance Management Act, 56 of 2003 (the MFMA), whereby this contract will be valid for a period longer than the regulatory condition of only three (3) financial years. The contract, once awarded, will be valid for the initial period of 3 (financial) years from the commencement date of the contract. Thereafter, an additional term of up to 7-years will apply subject to successful application of the MFMA Section 33-process and the CCT's Council approval during the award phase of the tender. Tenders should note that the Section 33 process can take approximately nine (9) months to complete.

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 Tenderer

"Standby Tenderer" means a tenderer, identified by the CCT 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 Tenderer in terms of the procedures included in its SCM Policy, as amended from time to time.

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

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 CCT 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 CCT, 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 CCT 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, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

- 2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
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).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the Tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X9181, Cape Town, 8000

Via email at: Popia@capetown.gov.za

2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate 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 F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the Tenderer's municipal account.

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

2.1.7 CCT 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 CCT'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 CCT'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 and the Conditions of Tender. An 'acceptable' tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* 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 below 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 behalf (applicable schedule below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- 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 below to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Tenderers' 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 below 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 below to be completed);
- g) The Tenderer (including any of its representatives, 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, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The Tenderer (including any of its representatives, 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 representatives, 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

Not applicable.

2.2.1.1.4 Original Software Manufacturer (OSM) Accreditation/ Authorisation

Tenderers are to submit, at closing of tender, proof of authority from the OSM to sell, distribute, implement and support the software solution and manage any warranty processes and escalations.

If the Tenderer is not directly accredited by the OSM but accredited via a Distributor or Reseller they must provide details of all parties confirming the accreditation/authorisation from the OSM.

The Tenderer must provide accreditation/authorisation letters as per the template in Schedule F.13.A.

Failure to submit the OSM Accreditation/Authorisation at tender closing, will deem the tenderer non-responsive.

2.2.1.1.5 Minimum score for functionality

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

The description of the functionality criteria and the maximum possible score for each is shown in Table 2.2.1.1.5 below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Table 2.2.1.1.5

Item	Evaluation Criteria	Applicable values	Points	Weight
1	<p>Experience in Implementation of the ITSM Solutions.</p> <p>The evaluation will be based on the reference letters provided in relation to the <u>number of relevant ITSM implementations completed and operationalised</u> (in production) in the last 10 years.</p> <p>Only completed implementations will be considered for evaluation up to the time of tender closing.</p> <p>Tenderers must provide reference letters as per the example template in Schedule F.13.B.</p>	<p>0 relevant projects / No evidence provided.</p> <p>1 or more but less than 3 relevant projects as per reference letters.</p> <p>3 or more but less than 5 relevant projects as per reference letters.</p> <p>5 or more but less than 7 relevant projects as per reference letters.</p> <p>7 or more relevant projects as per reference letters.</p>	<p>0 points</p> <p>5 points</p> <p>10 points</p> <p>15 points</p> <p>20 points</p>	20 points
2	<p>Experience in Maintenance and Support of ITSM Solutions.</p> <p>The evaluation will be based on the reference letters provided confirming the <u>number of months of cumulative experience in maintenance and support</u> of ITSM solutions in the last 10 years up to the time of tender closing.</p> <p>It should be noted that maintenance and support starts when the ITSM Solution is operationalised (in production).</p> <p>Tenderers must provide reference letters as per the example template in Schedule F.13.C.</p>	<p>0 months / No evidence provided.</p> <p>1 or more but less than 12 months as per reference letters.</p> <p>12 months or more but less than 36 months as per reference letters.</p> <p>36 months or more but less than 60 months as per reference letters.</p> <p>60 months or more as per reference letters.</p>	<p>0 points</p> <p>5 points</p> <p>10 points</p> <p>15 points</p> <p>20 points</p>	20 points
3	<p>Organisational Change Management</p> <p>The evaluation will be based on the <u>number of client references confirming completed organisational change management</u> initiatives, resulting in successful adoption and utilisation of ITSM solutions implemented in the last 10 years up to the time of tender closing.</p> <p>Tenderers must provide reference letters as per the example template in Schedule F.13.D.</p>	<p>0 relevant projects / No evidence provided.</p> <p>1 relevant project as per reference letters.</p> <p>2 relevant projects as per reference letters.</p> <p>3 relevant projects as per reference letters.</p> <p>4 or more relevant projects as per reference letters.</p>	<p>0 points</p> <p>5 points</p> <p>10 points</p> <p>20 points</p> <p>30 points</p>	30 points
4	<p>Highest Number of full system access ITSM licenses issued per client.</p>			20 points

Item	Evaluation Criteria	Applicable values	Points	Weight
	<p>The evaluation will be based on the highest number of full system access licenses issued to a single client, excluding end user (self-help) licenses and successfully implemented in the last 10 years at the “time of tender closing.”</p> <p>Tenderers must provide reference letter/s as per the example template in Schedule F.13.E.</p>	<p>0 system licenses / No evidence provided.</p> <p>1 or more but less than 100 system licenses.</p> <p>100 or more but less than 200 system licenses.</p> <p>200 or more but less than 300 system licenses.</p> <p>300 or more system licenses.</p>	<p>0 points</p> <p>5 points</p> <p>10 points</p> <p>15 points</p> <p>20 points</p>	
	Total Points			90 points

The minimum qualifying score for functionality is **63 points (70%)** out of a maximum of **90 achievable points**.

PLEASE NOTE:

If references cannot be verified by the CCT, it may result in those references not being considered for evaluation / award of points.

Where the entity tendering is a Joint Venture, the tenderer’s tender response 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 Compliance to Specifications

2.2.1.1.6.1 Completion of all Technical Schedules

Tenderers must complete all technical schedules listed in the table below:

Table 2.2.1.1.6.1

Schedule Name	Description
F.13.F	Solution Component 1 – Service Design
F.13.G	Solution Component 2 – Service Transition
F.13.H	Solution Component 3 – Service Operation
F.13.I	Solution Component 4 - General

Failure to provide all information in the technical schedules necessary to determine compliance to specifications, may result in the tenderer's offer being deemed non-responsive.

2.2.1.1.6.2 Demo of the proposed ITSM Solution

Tenderers who do not provide acceptable demos will be declared non-responsive.

Tenderers are required to submit a Demo of the proposed ITSM Solution. The demo must be a video that demonstrates how the ITSM tool is ITIL aligned, as per the minimum requirements stated below:

- The lifecycle of a ticket (incident / change and problem)
 - Logging
 - Updating
 - Assigning and routing
 - Tracking
 - Monitoring
 - How email input is processed and converted into a ticket
- Change Management – Demonstrate how
 - A change is approved / postponed / rejected / cancelled and monitored
 - Change is automatically assigned and routed via predefined categories / type / impact / risk and priority
 - Multi-level change authorities are defined and used.
 - Multiple tasks are spawn off to perform work on complex changes
- Problem Management – Demonstrate how
 - Parent / child relationship calls are logged and managed
 - The known error database (KEDB) is updated and used for problem solving
 - A problem is logged / tracked and monitored for resolution
 - Root cause analysis is managed to resolution
- Service Catalogue – Demonstrate how
 - Services are added / changed / deleted and tracked
 - Services are retrieved and displayed via a search engine
 - Different views of the service catalogue (technical / business) are obtained
- CMDB – Demonstrate
 - Creation / deletion / modification and linking of configuration item / classes /families
 - Discovery tool capability and reporting
 - How the CMDB is used to support change management
 - How the CMDB is integration into Asset Management
- Reporting - Demonstrate
 - Real time, ad-hoc, custom and portal reporting capability.
 - How automatic reports are scheduled and emailed to recipients
 - Incident / problem / change (Daily/weekly/monthly) reports

- How you report schedule for future changes (future months)
- Active and historic reports (previous months).
- How you integrate into BI tools

PLEASE NOTE:

- The video must not exceed 60 minutes
- The video must be custom made to the requirements stated above.
 - Do not submit screen shots or marketing material
- The video must be included as part of the soft copy of the tender submission
- The videos will be used as a verification tool of the information provided in Schedules F.13.F – F.13.I.
- **Tenderers who do not provide acceptable demos (that covers all the minimum requirements listed above and/or is not aligned with the information provided in Schedules F.13.F – F.13.I) will be declared non-responsive.**

2.2.1.1.7 Provision of samples

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

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 comply 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

The tenderer shall treat as strictly 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

The Tenderer shall 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 document(s) by reference.

2.2.6 Acknowledge and comply with notices

The Tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, to take the notices into account. Notwithstanding any requests for confirmation of receipt of the said 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 or other lawful means.

2.2.7 Clarification meeting

The Tenderer shall 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 (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The Tenderer shall 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 (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The Tenderer shall comply with all pricing instructions as stated on the Price Schedule C.4.

2.2.10 Alterations to documents

The Tenderer shall 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 Conditions of Tender, the Tenderers may 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/she/it 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 tender offer to 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 as set out in the tender document.

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 The TENDERER is required to 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 Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

2.2.12.2 The Tenderer shall return the entire tender 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 The Tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the Tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document 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 the lead partner is.

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender 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 (i.e., item T.1 above), as well as the Tenderer 's name and contact address.

2.2.12.5 The tenderer shall 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.

2.2.12.6 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.

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section C.2**) the Tenderer warrants and agrees that all information provided in the tender submission is true and correct.

2.2.12.9 Tenderers shall properly deposit its bid 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.

2.2.12.10 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 Schedule F.11**.

2.2.13 Information and data to be completed in all respects

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 The Tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

2.2.14.2 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 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 The Tenderer shall warrant 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 in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the tenderer. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non-award". A "non award" is supported as a recommendation to the CCT's Bid Adjudication Committee ("BAC") for noting.

2.2.15.3 A tenderer may request in writing, after the closing date, that its 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, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

Tenderer 's shall promptly provide clarification of its 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 Tenderer 's shall promptly provide, upon 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 The Tenderer shall 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 entity to a Consortium/Joint Venture bid shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers shall be required to 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

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications 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 Tenderers will be retained by the CCT for the duration of any subsequent contract. Tenderers 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 Tenderers 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. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the Tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of Tenderer claims for such preference 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 record 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 CCT must verify the Tenderer's tax compliance status. Where the recommended TENDERER is not tax compliant, the Tenderer should be notified of the non-compliant status and be requested to submit to the CCT, 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 Tenderer must be verified by the CCT via CSD or e-Filing. The CCT should reject a bid submitted by the Tenderer if such Tenderer 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

By responding to the tender herein, 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 Conditions of Tender, the CCT shall 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 duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

2.3.2 Issue Notices

If necessary, the CCT may 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 CCT 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, CCT shall open tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

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 Conditions of Tender that a two-envelope system is to be followed, the CCT shall 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 Conditions of Tender and announce the name of each Tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall 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. The CCT shall open only the financial proposals of Tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender and announce the total price and any preference claimed. Return unopened financial proposals to Tenderers whose technical proposals were nonresponsive.

2.3.5 Non-disclosure

The CCT shall 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

The CCT shall 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) Detrimentially 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 The CCT may 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 Conditions of Tender.

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 Tenderers 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 Tenderers 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 Tenderers, 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 (C.4)**:

- 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 above a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the Tenderer (s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) Above R50 mil	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points	3	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report

#	Specific goals allocated points	Preference Points (90/10) Above R50 mil	Evidence	Additional Guidance
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points	3	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> South African National Accreditation System approved certificate or commissioned sworn affidavit Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point	1	<ul style="list-style-type: none"> Proof of disability Company Registration Certification 	<ul style="list-style-type: none"> Medical certificate/ South African Revenue Services disability registration Issued by the Companies and Intellectual Property Commission
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 	<ul style="list-style-type: none"> Specifically in line with the respective sector codes which the company operates, South African National Accreditation System approved certificate or commissioned sworn affidavit Certificate of incorporation or commissioned sworn affidavit Latest financial statements (1 Year)
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:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- 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
- 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 CCT'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 CCT's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

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

2.3.12.4 The CCT reserves the right 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 CCT as a result of (inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant tenderer has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.49 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate a Standby bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award

of the contract, or non-award, to the Standby Bidder in terms of the procedures included in 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: February 2024	Version: 10	Page 24 of 80

TENDER NO:	324S/2024/25
TENDER DESCRIPTION:	SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION
CONTRACT PERIOD:	FROM THE COMMENCEMENT DATE OF THE CONTRACT NOT EXCEEDING 30 JUNE 2037

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "Tenderer ")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

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

Preamble

WHEREAS the City of Cape Town is desirous to award this Tender to the successful Supplier/s;

AND WHEREAS the City of Cape Town will consider and evaluate the offer made by the Tenderer/Supplier

AND WHEREAS the Parties agree that this Contract is subject to the terms and conditions as contained in the final award of the City's Bid Adjudication Committee (BAC).

AND WHEREAS the Tenderer/Supplier agrees that the terms and conditions of the award will become binding upon communication of the award made by the BAC, the expiration of the prescribed appeal period in terms of Section 62 of the Municipal Systems Act and the furnishing of a duly counter signed contract by the City to the Supplier reflecting the BAC award.

NOW THEREFORE, the Parties agree and confirm that the Contract contains the following:

- 1) C 2.1 - Offer
- 2) C 2.2 – Acceptance
- 3) C 2.3 – Schedule of Deviations
- 4) C 2.4 – Confirmation of Receipt
- 5) C 3 – Occupational Health and Safety Agreement
- 6) C 4 – Price Schedule (As awarded by the BAC)
- 7) C 5 – Specifications
- 8) C 6 – Special Conditions of Contract
- 9) C 7 – General Conditions of Contract
- 10) C 8 – Annexures, as applicable

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

C.1 DETAILS OF TENDERER / SUPPLIER

C.1.1 Type of Entity (Please tick one box)

- ☐ Individual / Sole Proprietor
 ☐ Close Corporation
 ☐ Company
- ☐ Partnership or Joint Venture or Consortium
 ☐ Trust
 ☐ Other:

C.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	
CCT 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
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 324S/2024/25: SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The Tenderer, identified in the offer signature table below,

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 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.

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 324S/2024/25: SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the Tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the Tenderer and the CCT 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 the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement. Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 324S/2024/25: SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION]

C.2.3 Schedule of Deviations (To be completed by the CCT upon Acceptance)

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 to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part 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 *Tender Returnable Documents*, 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 Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 324S/2024/25: SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION

C.2.4 Confirmation of Receipt (To be completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (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, 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 (hereafter "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
CCT

C.4 PRICE SCHEDULE

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

Pricing Instructions:

- 4.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 4.2 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.
- 4.3 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, unless a mark-up percentage is utilised (please refer to clause 4.8).
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 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.
- 4.6 The successful TENDERER is required to perform all tasks listed against each item. The Tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract or unless otherwise stated in the instructions.
- 4.8 In Schedule C.4.A where a mark-up percentage is utilised, the mark-up percentage will be final and binding for the duration of the contract. The OSM pricing and final pricing is subject to fluctuations. During contract stage updated pricelist will be required when new purchase orders are created and the awarded mark-up % will be applied to the new prices.
- 4.9 **Mark-up percentage (%)** is the method where an all-inclusive mark-up percentage (%) is applied to the Recommended Retail Price List [RRPL] of the Original Equipment Manufacturer(s) [OSM].
 - **Tenderer Final Price** – This is the price that will be invoiced to the CCT and is calculated by the formula:
 - $\text{Tenderer Final Price} = \text{OSM Price} + \text{Mark-up}$
- 4.10 The rates tendered for in **C.4.C Pricing for Training** and **C.4.D Pricing for Professional Services** will be subject to contract price adjustment in terms of **CPI** as referred to in **C.8 - Annexure F - Schedule F.1**. No other contract price adjustment methods will be considered, except for the one specified.
- 4.11 The Tenderer shall provide detailed and comprehensive OSM/Accredited Distributor Price Lists for all applicable pricing in the Price Schedules, in support of their Bid in **Schedule F.13.L** as at the closing date of the tender. The CCT reserves the right to verify the OSM/Accredited Distributor Pricelists.

INITIALS OFFICIALS	OF	CCT
1	2	3

SCHEDULE C.4.A: PRICING FOR THE SUPPLY OF LICENSES FOR THE ITSM SOLUTION

This schedule outlines the requirements for the ITSM software solution. The CCT requires a SaaS-based ITSM solution provided under a subscription licensing model which covers all SaaS costs, the software will be fully hosted, maintained, and supported by the service provider for the entire duration of the contract. Detailed requirements for the SaaS solution specifications are described in Schedule C.5 (Specifications), Table C.5b (SaaS Details).

1. Tenderers must provide comprehensive, all-inclusive license pricing in the tables below.
2. Licences will be procured by CCT on an as needed basis.

Complete the table C.4.A.1 below with license pricing per user for the SaaS platform:

1. List the OSM Recommended Retail Price (RRP) in Column 6.
2. If Self-Service Licenses are priced in packs, clearly indicate the price per individual license in **Column 6, Row 3** of the table below:
 - *If the Tenderer's cost model differs from the specified units of measure in the table below, the Tenderer must convert and align pricing according to the City's required units of measure.*

The first line in the tables below is illustrative of the way information must be presented.

Table C.4.A.1

1	2	3	4	5	6	7	8	9
#	Type of License	Category	Unit of measurement	OSM / Distributor	OSM (RRP) Price /Supplier Price	Mark-Up (%)	License price per unit (Excl. VAT)	OSM Pricelist reference
e.g.	System user license	Named	Per license per month	Company XYZ	R100	10%	R110	A2756M
1	System user license*	Named*	Per license per month		R		R	
2	System user license*	Concurrent*	Per license per month		R		R	
3	End user license**	Self-service	Per license per month		R		R	

***System Licences:** Provides full access and usage rights to all ITSM application functionalities.

***Named License:** A system license that is assigned to a specific user, ensuring permanent availability.

***Concurrent License:** A system license that can be used by multiple users based on availability.

****End user licenses:** Non-IT users that use a self-service functionality to view and track tickets

Complete the table C.4.A.2 below with software licensing volume discount information for a SaaS platform. This table is not for evaluation purposes but for calculating the total cost of ownership:

Table C.4.A.2

#	Type of License	Category	Unit of measurement	OSM / Distributor	OSM (RRP) Price / Supplier Price	Mark-Up (%)	Volume discount per category %	License Price per Category	OSM Pricelist reference
e.g.	System Users	Named	<i>License Range 1-199</i>	<i>Company XYZ</i>	<i>R100</i>	<i>10%</i>	<i>5%</i>	<i>R 105</i>	<i>C23876B</i>
A.1	Named System Users		License Range 1-199		R	%	%	R	
A.2	Named System Users		License Range 200-399		R	%	%	R	
A.3	Named System Users		License Range 400-599		R	%	%	R	
A.4	Named System Users		License Range ≥600		R	%	%	R	
B.1	Concurrent System Users		License Range 1-50		R	%	%	R	
C.1	End User Self Service License		License Range 1000 – 10 000		R	%	%	R	
D.1	Other Licenses		1			%	%		

SCHEDULE C.4.B: PRICING FOR THE INSTALLATION AND IMPLEMENTATION OF THE ITSM SOLUTION

Total Costs for Services

Please refer to Clause C.5.7.2 (Project Implementation Approach) under C.5 Specifications and relevant sections for detailed implementation requirements and implementation milestones.

The installation and implementation of the ITSM Solution must include integration into CCT's tools/applications documented in Clause C.5.3.5 (Integration) and a replacement of the CA-CMDB (existing) refer to Clause C.5.3.4 (CMDB).

All travel and accommodation costs should be included in the price, please refer to clause 4.3 of the Pricing Instructions.

Knowledge transfer must be provisioned for within the Implementation cost and not listed as additional training cost.

Complete the table C.4.B below with total cost for Installation and Implementation for the complete ITSM solution:

Table C.4.B

#	Description	Total Price (Excl. VAT)
1	Installation and Implementation of the complete ITSM Solution according to the implementation requirements, project methodology and deliverables.	R

NB: Payments of the total cost will be made per milestone, which will be determined during contract stage.

SCHEDULE C.4.C: PRICING FOR TRAINING ON THE ITSM SOLUTION

1. Only functional training is required and not certification level training.
2. Training sessions must be delivered by qualified trainers throughout the contract duration.
3. Licensed users must have access to all online training materials.
4. Review and adhere to the training requirements as outlined in Section C.5 (Specifications), Clause C.5.7.3 (Requirements for Training on the ITSM Solution).
5. Tenderers are required to submit a complete training catalogue from the OSM in Schedule F.13.L, referencing prices from the manufacturer's or supplier's pricelist.

Virtual training

- Virtual training is defined as training that is conducted remotely.

On-Site Training

- On-Site training is defined as training that is done at a pre-determined venue in Cape Town, face-to-face with the trainer and the users.
- All travel and accommodation costs must be included in the price, please refer to clause 4.3 of the Pricing Instructions.

All training prices must be based on a rate per person per module.

Complete the table C.4.C below by providing pricing for training services associated with the proposed solution:

Table C.4.C

Item	Module Description	Unit of measure	Virtual Training costs (excl. VAT)	Onsite Training costs (excl. VAT)
C.1	ITSM System Users: IT Supervisor & Managers Training	Rate per person per module	R	R
C.2	ITSM System Administrators	Rate per person per module	R	R
C.3	ITSM System Users: IT Service Desk Agents	Rate per person per module	R	R
C.4	ITSM System Users: IT Service Desk 2nd & 3rd Line IT Support Staff	Rate per person per module	R	R
C.5	ITSM System Users: IT Change Management	Rate per person per module	R	R
C.6	ITSM System Users: IT Problem Management	Rate per person per module	R	R
C.7	ITSM System CMDB and Asset Management	Rate per person per module	R	R
C.8	ITSM System Service catalogue management	Rate per person per module	R	R
C.9	ITSM Service level management	Rate per person per module	R	R
C.10	ITSM Service asset and configuration management	Rate per person per module	R	R
C.11	ITSM Release and deployment management	Rate per person per module	R	R
C.12	ITSM Knowledge management	Rate per person per module	R	R
C.13	ITSM Service request management	Rate per person per module	R	R
C.14	ITSM Incident management	Rate per person per module	R	R
C.15	ITSM Reporting	Rate per person per module	R	R
C.16	ITSM Mobile Application*	Rate per person per module	R	R
C.17	ITSM Ad-Hoc for Customised/Tailored Features for CCT requirements.	Rate per person per module	R	R
C.18	ITSM End User Training – Self Service (PDF, Videos e.g. Productivity Project)	Rate per person per module	R	R
C.19	Any other training	Rate per person per module	R	R

SCHEDULE C.4.D: PRICING FOR PROFESSIONAL SERVICES FOR THE IMPLEMENTATION OF THE ITSM SOLUTION

Refer to Schedule C.5 (Specifications), clause C.5.7.4 (Requirements for Professional Services for the ITSM Solution) for the comprehensive professional service requirements.

Note: Rates are fixed for the first 12 months, thereafter subject to Contract Price Adjustment as set out in Schedule F.1. Contract Price Adjustment.

Complete the table C.4.D below with Professional Services Costs for implementing the ITSM solution.

Table C.4.D

Item	Description	Unit of Measure	Price per unit (Excl. VAT)
D.1.	Project Manager for ITSM	Per hour	R
D.2.	Senior Project Manager for ITSM	Per hour	R
D.3.	ITSM Technical Architect for ITSM	Per hour	R
D.4.	Senior ITSM Technical Architect for ITSM	Per hour	R
D.5.	Service Level Management Specialist for ITSM	Per hour	R
D.6.	Senior Service Level Management Specialist for ITSM	Per hour	R
D.7.	Product Specialist for ITSM	Per hour	R
D.8.	Senior Product Specialist for ITSM	Per hour	R
D.9.	Report Writer for ITSM	Per hour	R
D.10.	Senior Report Writer for ITSM	Per hour	R
D.11.	Developer for ITSM	Per hour	R
D.12.	Senior Developer for ITSM	Per hour	R
D.13.	Business Analyst for ITSM	Per hour	R
D.14.	Senior Business Analyst for ITSM	Per hour	R
D.15.	Org Change Management Specialist for ITSM	Per hour	R
D.16.	Service Asset and Configuration Management Specialist (CMDB)	Per hour	R

C.5 SPECIFICATION(S)

C.5.1 INTRODUCTION

The ITSM project must adhere to the City of Cape Town (CCT) implementation methodology, which requires specific deliverables and documentation at each phase of the project.

The terms “contractor,” “implementer,” “system implementer,” “systems integrator,” and “service provider” all refer to the Tenderer submitting a response to this tender.

C.5.2. BACKGROUND INFORMATION

C.5.2.1. City of Cape Town

The CCT employs approximately 30 000 permanent employees, in addition to around 10 000 contract workers engaged through the Expanded Public Works Programme (EPWP). About 90% of these employees have access to electronic Human Resources services. Currently, there are approximately 27000 user accounts registered in the directory management system, with around 18,500 PCs or desktops deployed. Additionally, there are privileged, generic, and system accounts not included in the employee count.

As a municipality and local government entity, the CCT must comply with relevant legislation and requirements established by the South African National Treasury, Generally Accepted Municipal Accounting Practice (GAMAP), and the Municipal Standard Chart of Accounts (MSCOA). The CCT comprises 11 directorates, most of which deliver services directly to communities and citizens. These include essential services such as water supply, energy provision, sanitation, and libraries. The CCT also handles specific citizen applications related to land, property, rates clearance, and permits.

C.5.3. CONTRACT OBJECTIVES, BUSINESS SCOPE AND CONTEXT

A feasibility study conducted by the CCT identified limitations in the ability of the current ITSM tool to satisfy its service management goals. The CCT initiated a process to procure a fit-for-purpose ITSM tool aligned to ITIL (Information Technology Infrastructure Library) best practices and current ITSM industry trends, functionality, and innovation. The aim is to enhance IT service delivery and improve customer satisfaction. The ITSM tool must provide the core functionality specified into Clause C.5 Specifications, Clause C.5.5. and must achieve CCT's strategic and operational objectives for the next 10 years.

Some of the objectives are:

- Accurately assess IT work force capacity, effort, and ability to perform against key performance and service quality metrics.
- Increase automation of processes and workflows to deliver consistent service.
- Optimise operations through Improved efficiencies, predictive analysis, trending, and analyses.
- Robust reporting of activities, resource usage, problem resolution.
- Proactive resolution of service requests, incidents, problems, and events measured against service level agreements (SLA's)
- Facilitate proactive monitoring, reporting and service quality.
- Enable continuous service improvement.
- Improved operations through self-service capability, well-defined knowledge directory and a service catalogue.
- Increased visibility of operations and infrastructure through system asset and configuration management. The near real time data will assist in minimising disruption and increase the success of changes to the system.

Table C.5a: Abbreviations

Abbreviation	Description
AD	Active Directory
API	Application Programme Interface

Abbreviation	Description
CCT	City of Cape Town
CI	Configuration Item
CMDB	Configuration Management Database
CMS	Content Management System
CRM	Customer Relationship Management
ERP	Enterprise Resource Planning
ICT	Information Communication Technologies
ILM	Identification Lifecycle Management
IT	Information Technology
ITIL	Information Technology Infrastructure Library
ITSM	Information Technology Service Management
IVR	Interactive Voice Response
LAN	Local Area Network
MSCOA	Municipal Standard Chart of Accounts
OCM	Organisational Change Management
OLA	Operational Level Agreement
OSM	Original Software Manufacturer
SaaS	Software as a Service
SAP	Systems Applications and Products
SCM	Supply Chain Management
SCOM	System Centre Operations Manager
SLA	Service Level Agreement
SOA	Service Orientated Architecture
ST	Service Targets
TOC	Telecommunications Operations Centre
UC	Underpinning Contract

The ITSM Solution must be a Software as a Service (SaaS) solution hosted on a private cloud as per Table C.5b below and refer to Appendix A, point 9 for more information on Cloud Platforms:

Table C.5b SaaS Details

Description	Multi-Tenant ITSM
Definition	Shared instance across multiple business units (logical separation).
Data Isolation	Logical separation (shared databases with tenant specific partitioning).
Security	Vendor managed security (RBAC encryption). Risk of shared vulnerabilities.
Customisation	Limited to vendor approved configurations; changes may affect all tenants.
Scalability	Horizontal scaling (elastic cloud resources). Dynamically add tenants.
Maintenance & Updates	Vendor managed; centralised updates reduce effort but limit tenant control.
Cost	Lower OPEX (subscription model). Economies of scale reduce per tenant costs.
Performance	Variable (managed shared resources issues).
Compliance	Vendor handles baseline compliance, may lack niche regulatory support.
Disaster Recovery	Vendor-managed DR (Shared responsibility)

Upgrade Process	Automated vendor driven upgrades (may disrupt custom configurations)
Support & Management	Vendor provided support; minimal internal effort.
Use Cases	SMB's, startups, industries needing cost efficiency and rapid scalability.

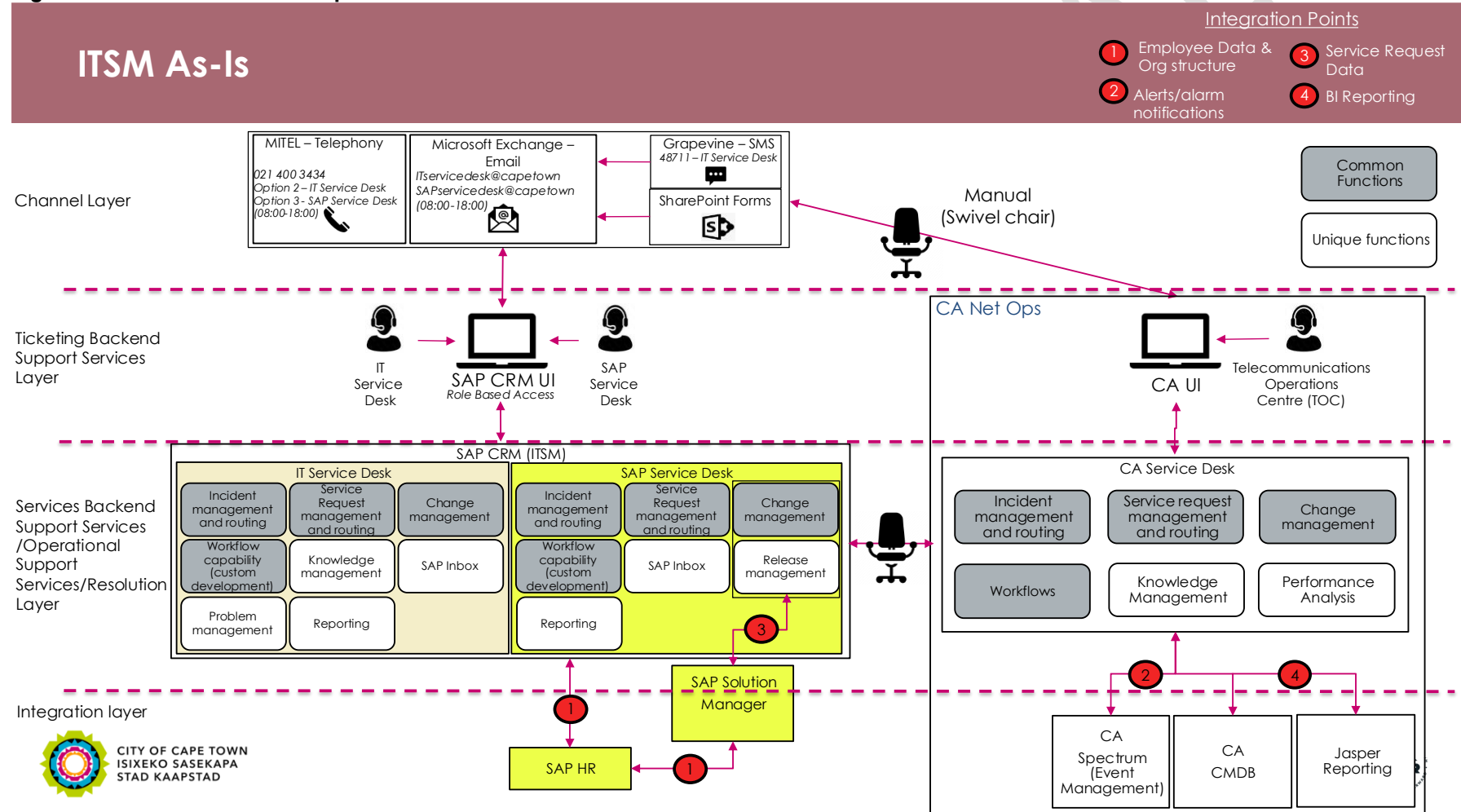
NOTES:

- The model will be Opex based on a pay as you use license subscription usage model.
- The ITSM licenses cover all the ITSM SaaS platform costs.
- The services include the administration, and management of the platform and tool, its performance, configuration, security, maintenance, network, software updates etc.
- The SaaS platform performance will be measured by an SLA and metrics that are defined in the Tender.
- ITSM will be accessed via a web browser / app / mobile or web-portal interfaces

C.5.3.1. Overview of the current and future ITSM Landscape

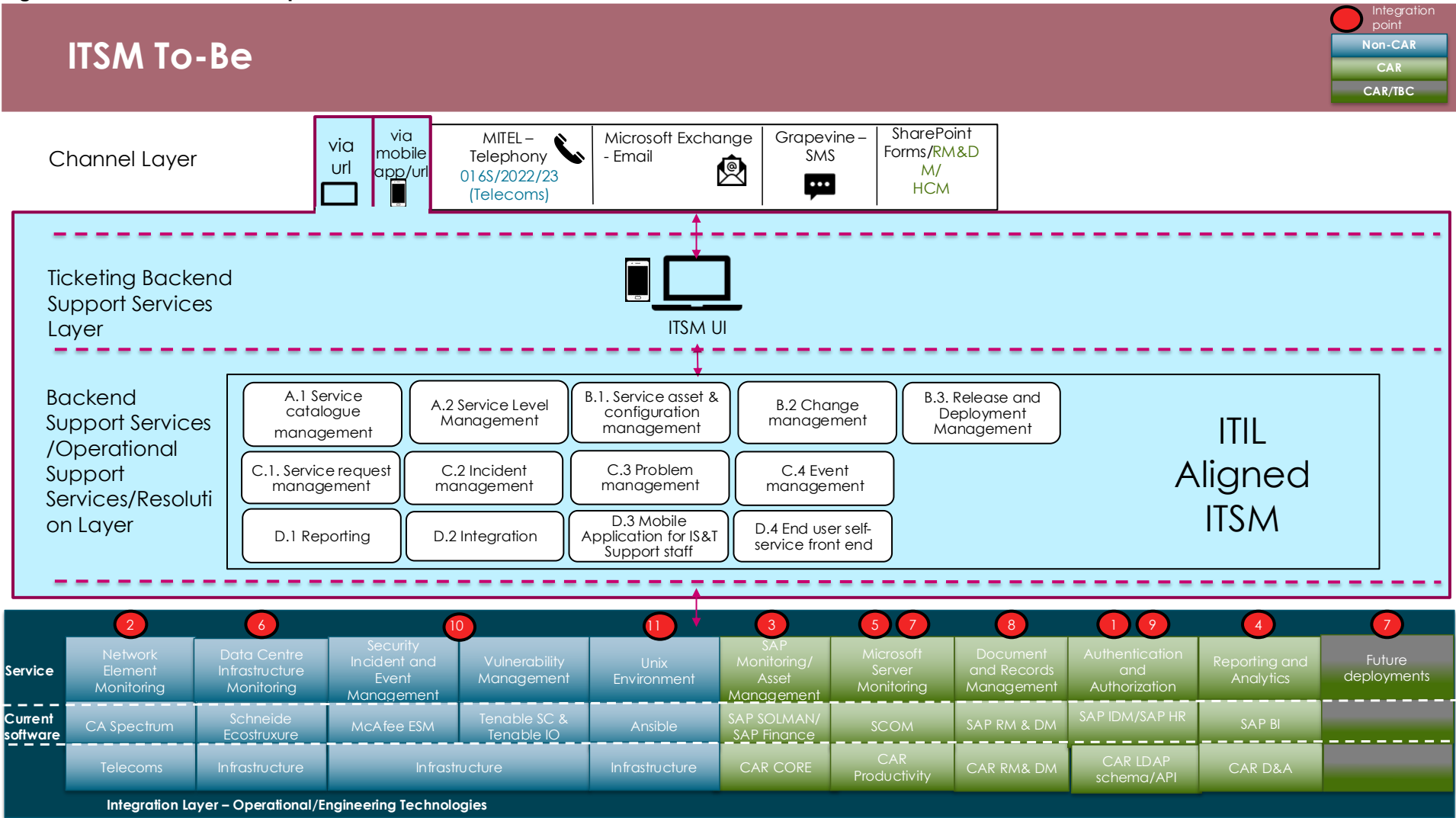
The current as-is state consists of two ITSM tools, SAP CRM ITSM and CA/DX NetOps ITSM suite. The SAP CRM ITSM is used by two service desks, the I.T service desk and the SAP service desk while the CA/DX NetOps ITSM suite is used by the Telecommunication Operations Centre (TOC). The tools are used for logging, incidents, problems, requests, change management etc. The TOC in addition also does automated infrastructure monitoring.

Figure C.5.3.1: Current ITSM Implementation



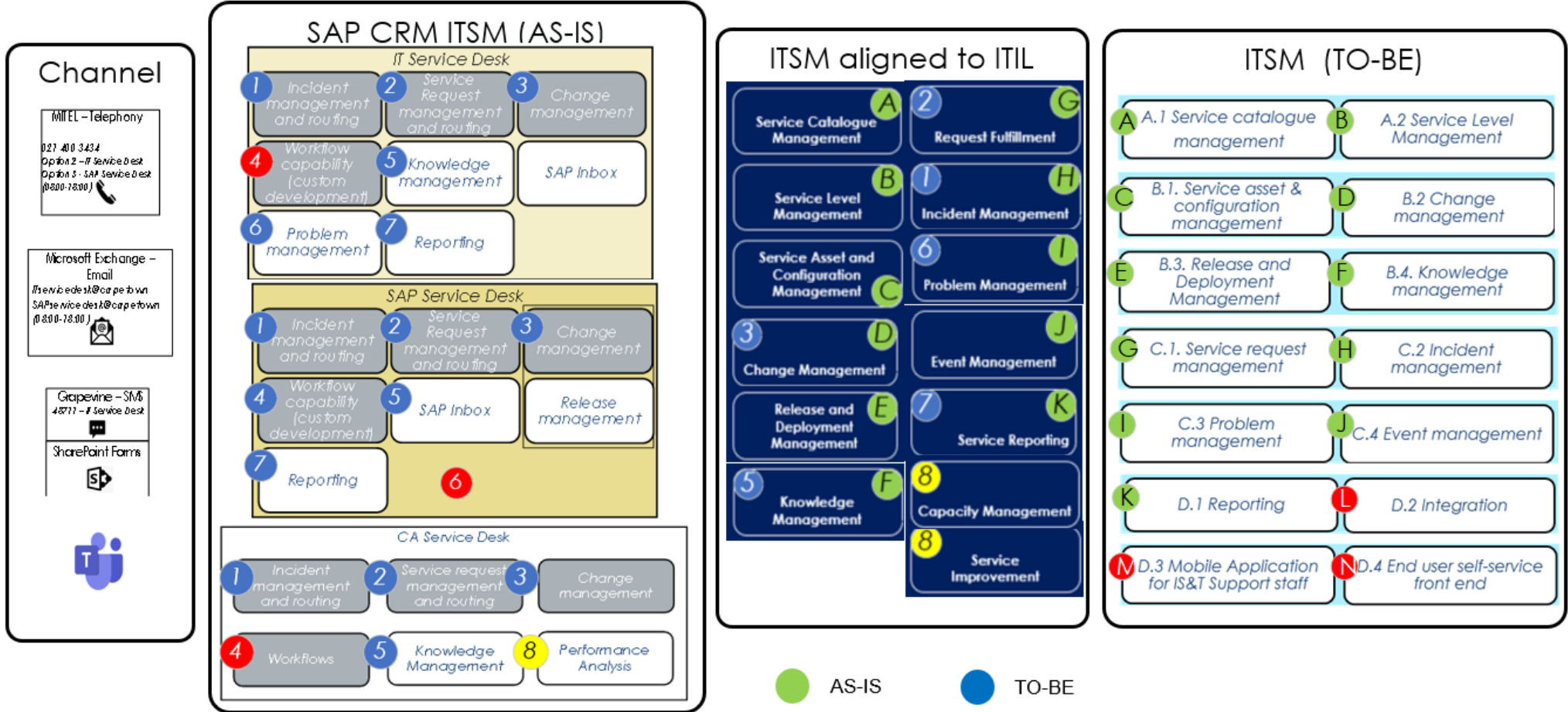
The future to-be state will have one ITIL aligned ITSM tool replacing the SAP CRM ITSM tool and CA/DX NetOps ITSM suite. The current three service desks will be amalgamated into one service desk. CCT will require the Service Provider to customise the new ITSM tool considering changes to the environment.

Figure C.5.3.2: To-Be ITSM Implementation



The figure below provides a combined view of the current and To-be state. The to-be state will be fully ITIL aligned:

Figure C.5.3.3 Current and future ITSM landscape with ITIL alignment



Below is the description of the components of the ITSM system illustrated in the above functional diagrams:

C.5.3.2. Channel Layer

In the as-is state the channel layer consists of the Interactive Voice Response (IVR) and MITEL Telephony system. End-users dial 400 3434 and IVR provides two (2) options, (1) SAP Service Desk, and (2) IT Service Desk. Requests are also initiated via the Microsoft Exchange (Microsoft 365) for email notifications, Grapevine (SMS), InfoBip and SharePoint (Forms). All calls are routed via MITEL to the SAP CRM environment.

In the to-be state similar functionality will be required. The channel layer toolset may be replaced as part of a separate project. The Service Provider must integrate into the channel layer tools at the time of their implementation. The Service Provider must list all telephony systems that are compatible with their ITSM solution.

C.5.3.3. Ticketing Backend and Services Backend/Operational Support/Resolution Layer

In the as-is state the interface for managing services and operations, including service requests and ticketing are fulfilled through the three Service Desks. There is no integration between SAP CRM ITSM and the CA/DX NetOps ITSM suite and therefore no automatic ticket routing between the two ITSM systems.

In the to-be state the mobile devices will be used extensively by CCT field staff, the proposed ITSM solution must be compatible with these devices. The mobile capability solution must be collaboratively designed with CCT, adhering strictly to established security standards, frameworks, and existing CCT toolsets.

C.5.3.4. CMDB

In the as-is state there is one CMDB, the CA/DX NetOps ITSM suite which has approximately 10 000 Configuration Items (CI's). The balance of CCT's I.T the asset is managed manually.

In the to-be state the ITSM system must have an integrated CMDB and discovery tool. The Service Provider is required to implement a CMDB for a defined use-case of 25 000 Configuration Items (CI's). This includes the CI's in CA/DX NetOps CMDB and additional servers, desktop and network components. Refer to Table C.5.5.5 Delivery of Requirements and section in the table with the heading: Service Asset & Configuration Management, for more information.

C.5.3.5. Integration

Integration enables the automated flow of information between systems. In the as-is state the current ITSM system uses SAP CRM and is integrated with SAP Human Resources for employee data. SAP Business Intelligence is used for reporting. The current ITSM/SAP CRM service desk relies on close integration with SAP Solution Manager to manage the change and release process for SAP deployments. Similarly, the CA service desk in the Telecoms environment integrates with DX NetOps Spectrum for event management and uses the CA/DX NetOps CMDB for configuration management. The reporting tool in this environment is Jasper.

The list of integrations required is documented in Schedule F.13.I in the table under the Requirement Category: Integration.

Table C.5.3.5. Integration Protocols

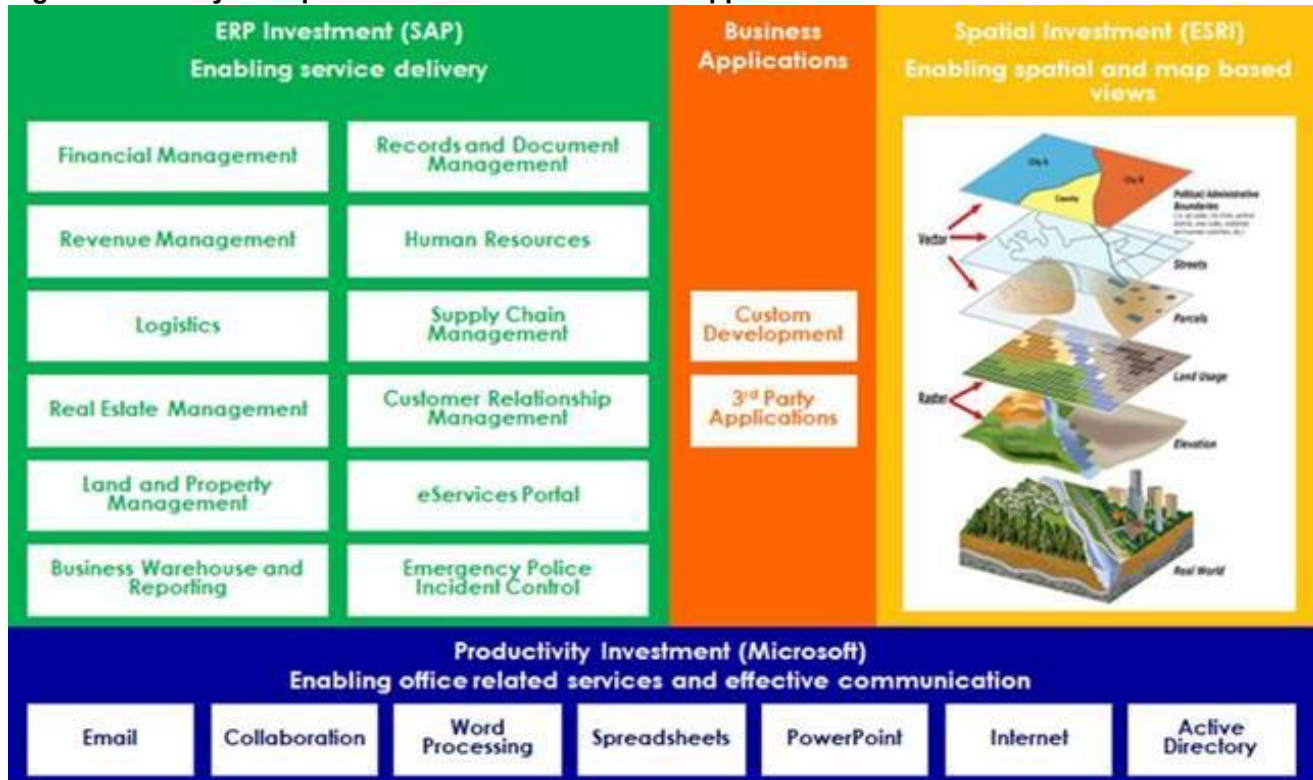
Paradigm/Context	Protocols	Serialisation/Data Formats
File Transfer	FTP (IETF Datatracker - RFC959)	
email	POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252) MAPI/HTTP (protocol) (RFC3986, RFC 2119, RFC1738) EWS MANAGED API METHOD RPC/TCP, RPC/HTTPS or pure HTTPS	
REST SOAP & GraphQL (October 2021)	HTTP/1 (IETF Datatracker - RFC7230) HTTP/2 (IETF Datatracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455)	JSON (IETF Datatracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2)
Message Queue Pub-Sub	Kafka Protocol AMQP (AMQP - 1.0, 0-9-1) ZMQ (RFC ZeroMQ - 23/ZMQ) MQTT (OASIS - Version 5)	
Database connections	LDAP protocol ODBC protocol JDBC protocol	
Security protocols	TLS1.2 or later	
Runtime	Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK	

The Service Provider is required to redevelop the integrations as part of the implementation. Refer to Table C.5.5.4 General Requirements and the section with the heading: Integration, where all the required integrations are listed.

C.5.4. CURRENT SOLUTION INVESTMENT AND CORE APPLICATIONS

The CCT has invested in software technologies that are deployed across the entire organisation. While SAP, ESRI, and Microsoft have been identified as the three core technologies, it's important to note that several custom-built and third-party applications also exist outside these core platforms. The Figure C.5.4 below illustrates the CCT's technology investment landscape:

Figure C.5.4: City of Cape Town Current Solution and Application Investment



C.5.4.1. SAP

SAP serves as the CCT's enterprise resource planning (ERP) system, supporting both financial and operational business processes and data management. It is essential for effective service delivery and has significantly contributed to the city's efficiency and operational excellence. SAP manages key functionalities, including citizen interactions, maintenance of CCT infrastructure (both reactive and proactive), emergency service call tracking, financial reporting, and billing for municipal services.

C.5.4.2. ESRI

ESRI is the CCT's geographical information system (GIS), providing spatial and map-based views of municipal assets and services, and integrating closely with the SAP system. Selected GIS services are made accessible to citizens through the City Map Viewer application available on the City's website.

C.5.4.3. Microsoft

Microsoft serves as the productivity platform for the CCT, facilitating internal communication, collaboration, and document automation across the organization. It also hosts the City's website. The platform significantly enhances operational efficiency by streamlining internal communication, enabling automation of manual processes, and improving overall productivity.

C.5.4.4. Custom Built Applications

Custom Built Applications includes custom-developed and third-party applications supporting specific services that fall outside the core systems. Examples include pet registration, film permit applications, and prepaid payment processing.

C.5.5. SCOPE AND REQUIREMENTS OF THE ITSM SOLUTION

This Contract will deliver the key priorities of the ITSM business capabilities. It is important to note that the CCT reserves the right to adjust or change the scope of the Contract at any time until the contract is awarded.

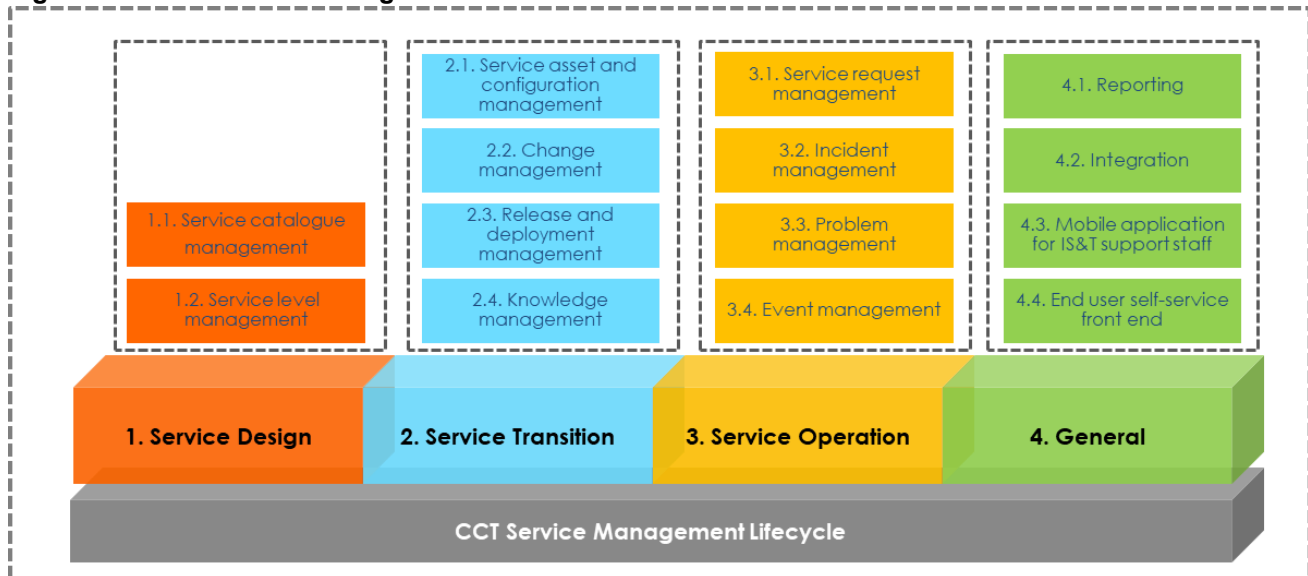
The scope of this Contract includes the implementation, maintenance, and ongoing support of a comprehensive ITSM solution. The solution must encompass the following areas:

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

The Service Providers must populate Schedule F.13.F to F.13.I indicating if the proposed solution meets the requirements. The Service Provider 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.

The technical scope of the Contract is divided into four (4) components, namely Service Design, Service Transition, Service Operation and General. The scope can be depicted diagrammatically in Figure C.5.5 below:

Figure C.5.5: IT Service Management



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

- Organisation Change management deliverables including end user ITSM onboarding and knowledge transfer addressing the implementation scope;
- Detailed knowledge transfer of the ITSM System and administration to technical support staff.
- Detailed knowledge transfer of the ITSM System and processes to IT Staff
- Detailed knowledge transfer to business users where applicable.

Implementation of ITIL Service Strategy to enable overarching capabilities:

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

The Service Provider will be responsible for the following go-live support activities:

- Detailed knowledge and skills transfer to CCT Technical staff during each module implemented and post go live.
- Enhanced direct support from the implementer for a period of 3 months post go-live per module, which includes direct access to project implementation resources for support.

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

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

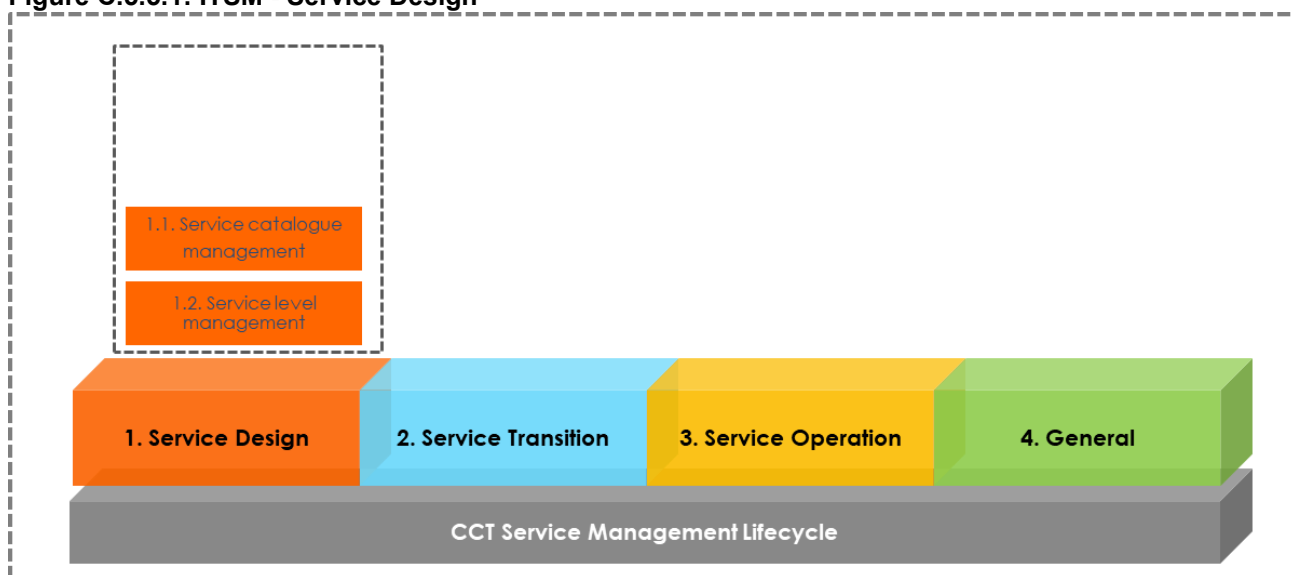
C.5.5.1. Service Management Area 1: Service Design

Service design enables the IT Department to organise and align its people and infrastructure in such a way to enable the CCT's IT users to request a specific service and to respond to the request within an agreed-to time and quality threshold.

Service design firstly includes the creation and maintenance of a service catalogue to ensure the list of IT service offerings are produced, maintained and contain accurate information on all operational services. It further includes the negotiations and maintenance of service level agreements, including monitoring of and reporting on service levels.

The scope of the service design can be depicted diagrammatically in Figure C.5.5.1 below:

Figure C.5.5.1: ITSM - Service Design



The requirements specifically related to service design are listed in Table 5.5.1 Service Design, below:

Table C.5.5.1. Service Design

Requirement Category	Requirement Description
Service Catalogue Management	a) The solution must provide an out-of-the-box static and actionable service catalogue that allows mapping of service offerings that can be configured and re-configured as necessary to the system be as well as deliver, measure, and configure services to meet the changing needs of the business.
	b) The solution must have the ability to configure custom forms for service catalogue items. The solution must have the ability to configure custom checklist fields and associated business rules for service catalogue items.
	c) The solution must have the ability to provide different views of the service catalogue, such as technical service catalogue and business service catalogue.
	d) The solution must have the ability to provide a structured content framework such as services categories, services and sub services.
	e) The solution must have the ability to provide configurable service definition templates.
	f) The solution must have the ability to retrieve and display services via a search engine.
	g) The solution must have the ability to create and track service requests and incidents through the service catalogue.

Requirement Category	Requirement Description
	h) The solution must have the ability to publish the service catalogue.
	i) The solution must have the ability to define new service in the pipeline and save without publishing.
	j) The solution must have the ability to automatically approve pre-defined services which are obtained automatically.
Service Level Management	a) The solution must have the ability to measure service quality and timelines against defined benchmarks and metrics for service targets (STs) defined in service level agreements (SLAs), operational level agreements (OLAs) and underpinning contracts (UCs) for tracking and reporting.
	b) The solution must have the ability to define the criticality of services and incorporate this into the definition/calculation of SLA targets.
	c) The solution must have the ability to record availability
	d) The solution must have the ability to publish different service levels for the same service (e.g.: bronze, silver, gold, platinum levels).
	e) The solution must have the ability to prioritise incidents, requests, problems, and changes based on operational level agreements (OLA's) and/or service level agreements (SLA's) and/or underpinning (UC's) contracts with suppliers.
	f) The solution must have the ability to define multiple support centres/service teams/units, business working hours, and holidays.
	g) The solution must have the ability to provide escalation notification through multiple communication channels, not limited to emails or sms, at predefined intervals.
	h) The solution must have the ability to provide information on service target breaches in the statistical and real-time information.

C.5.5.2. Service Management Area 2: Service Transition

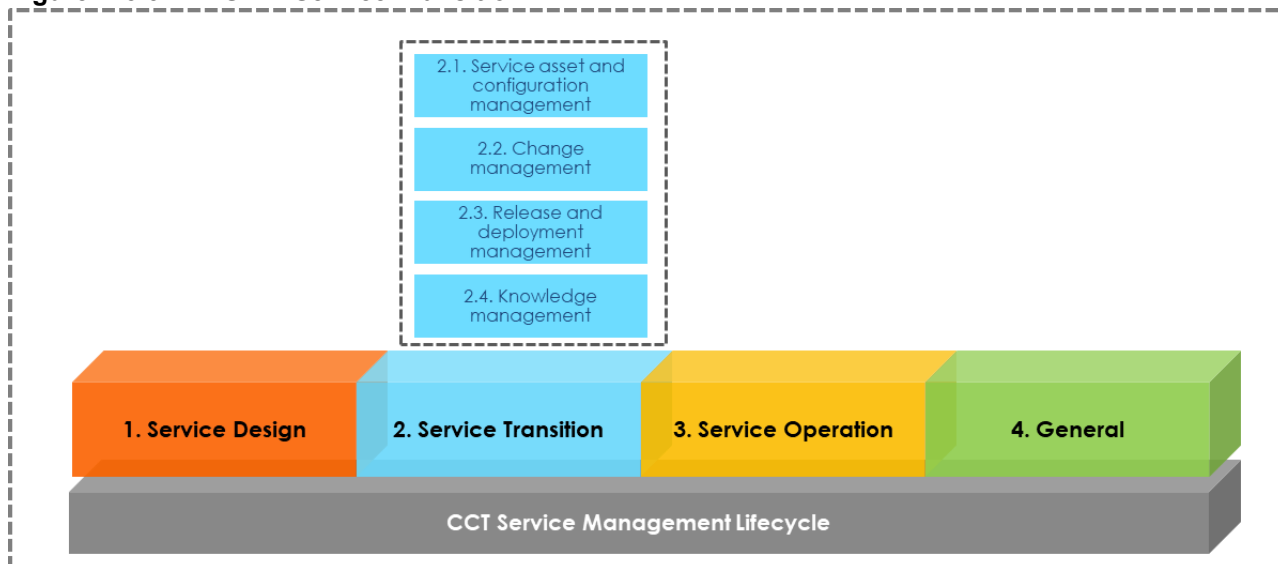
Service transition enables the IT Department to build and deploy new or modified IT services and ensure that changes to services and service management processes are executed and managed in a coordinated way. The CCT will focus predominantly on service asset and configuration management, change management,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

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

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

The scope of the service transition can be depicted diagrammatically in Figure C.5.5.2 ITSM – Service transition below:

Figure C.5.5.2: ITSM – Service Transition



The requirements for the ITSM Solution in terms of Service Transition are described in Table C.5.5.2 below:

Table C.5.5.2 Service Transition

Requirement Category	Requirement Description
Service Asset Management and Configuration	a) The solution must be able to integrate with incident, problem, change, service level, service asset management, service catalogue, knowledge and release management to enable the creation and maintenance of the linked relationships between configuration item (CI) Records and associated process records.
	b) The solution must be able to record configuration item (CI) details of varying complexity as per below: <ul style="list-style-type: none"> • Hardware Configuration: This level includes hardware-specific configuration items, such as BIOS settings, hardware drivers, and firmware updates. • Operating System Configuration: This level includes Windows specific configuration items, such as registry settings, group policy settings, and Windows updates. • Application Configuration: This level includes application specific configuration items, such as application settings, configuration files, and application updates. • Security Configuration: This level includes security-specific configuration items, such as firewall settings etc.
	c) The solution must have the ability to support asset acquisition – procurement, configuration and warranty tracking with a lifecycle management approach.
	d) The solution must have the ability to manage all IT related CIs through their lifecycle.
	e) The solution must have the ability to record/tag vendor and manufacturer information as part of the CI information.
	f) The solution must have the ability to automatically discover, populate and verify CI Information including the relationships between CI's.
	g) The solution must have the ability to discover, verify, record, and control all configuration items (CI's) e.g. hardware and software through their entire lifecycle.

Requirement Category	Requirement Description
	h) The solution must be able to identify and record software information such as applications installed, service packs, updates and license support.
	i) The solution must be able to link CIs to owners, locations, and departments.
	j) The solution must be able to integrate into the CCT corporate asset management system with an ability to add additional attributes.
	k) The solution must be able to create inventory reports with information such as trends and distribution.
	l) The solution must have the ability to view and link all tickets for a specific CI.
Change management	a) The solution must have the ability to approve, record, postpone, reject and cancel request for changes.
	b) The solution must have the ability to configure workflow features and tasks for change assessment and approvals (based on defined criteria) with inbuilt approvals/rejections.
	c) The solution must be able to sort/filter changes by priority.
	d) The solution must have the ability to plan change releases with the ability to include the necessary roll back plans and procedures.
	e) The solution must have the ability to monitor the change request life cycle.
	f) The solution must have the ability to schedule all future planned changes that should be presented in a calendar view.
	g) The solution must have the ability to automatically assign change request tasks through workflow routing.
	h) The solution must have the ability to automatically route request for changes to appropriate authorisation bodies and predefine or categorize a change, by change type, impact and risk, to define the priority of the change.
	i) The solution must have the ability to allow us to record and attach predefined criteria and information and supporting documentation relating to the change to allow the change authority to evaluate the change.
	j) The solution must have the ability to capture planning and scheduling of all tasks and personnel associated with the request for change.
	k) The solution must be able to record and track the planning, management and successful rollout and roll back of approved changes.
	l) The solution must be able to record the post-implementation review (PIR) for all unsuccessful changes for future reference and use.
	m) The solution must have the post-implementation review template that is customisable.
	n) The solution must have the ability to workflow a post-implementation review template up to approval.
	o) The solution must have the ability to manage the use of CI baselines through the configuration management database (CMDB).
	p) The solution must have the ability for the proposed change to be sent to predefined people/teams (CI owners) to be checked and released/updated.
	q) The solution must have the ability to relate a change request to a CI (QA, Production, development etc.).

Requirement Category	Requirement Description
Knowledge management	r) The solution must have the ability to cater for multi-level change authorities.
	s) The solution must be able to create and allocate multiple tasks to the various technical teams to perform any work on complex changes which might require more than one resource.
	a) The solution must have the ability to configure and categorise content in the knowledge base as frequently asked questions (FAQ's) and / or checklists.
	b) The solution must have the ability to conduct fast knowledge searches using the criteria e.g. keywords contained within an article.
	c) The solution must have the ability to conduct searches based on but not limited to, keywords, Boolean string or string of characters with wild cards.
	d) The solution must have the ability to cross reference solutions and content for re-use.
	e) The solution must have the ability to inactivate records of any sort, with the ability to still search and retrieve them.
	f) The solution must have the ability to create and maintain links between related knowledge records.
	g) The solution must have the ability to allow user feedback to rate knowledge articles.
	h) The solution must have the ability to track and report on the use of a knowledge record.
	i) The solution must have the ability to provide self-help features for example providing user training information such as access instructions, entitlement and ordering instructions.

C.5.5.3. Service Management Area 3: Service Operation

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

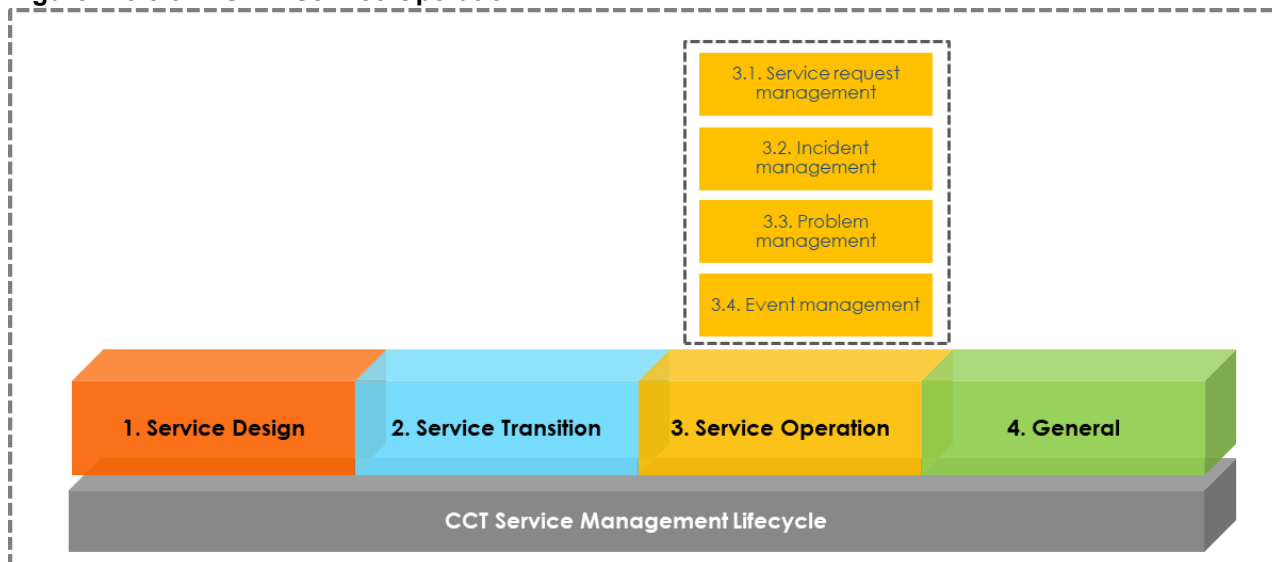
Service operation firstly includes the management of incidents with the aim to restore normal service operation as quickly as possible and the business impact is minimised.

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

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

The scope of the service operation can be depicted diagrammatically in Figure C.5.5.3 below:

Figure C.5.5.3: ITSM – Service Operation



The requirements for the ITSM Solution in terms of Service Operation are described in table C.5.5.3 below:

Table C.5.5.3 Service Operation

Requirement Category	Requirement Description
Service Request Management	a) The solution must have the ability to change a service request form based on the service item, without any programming for populating specific field for data capture.
	b) The solution must provide a workflow tool to define services from initial request to fulfilment.
	c) The solution must have the ability to automatically assign tickets to support staff based on classification availability, roster, holiday calendar, and approved leave.
	d) The solution must allow for one or multiple approvals as part of the request fulfilment process
	e) The solution must have the ability to automatically create new tasks when the service request status changes to a specific state.
	f) The solution must have the ability to configure request models for common requests, with auto multiple tasks initiation, when one service request is raised to automate complex requests e.g. server decommissioning process.
	g) The solution must allow for the nomination of an alternate approver and implementer without changing the workflow.
	h) The solution must have the ability to send escalation alert messages for functional and hierarchal escalation at predetermined intervals.
	i) The solution must have the ability to track compliance with service level agreements (SLAs).
	j) The solution must have configurable workflows for routing assignments as per pre-defined business assignments/tasks.
	k) The solution must have the ability to automatically create and assign work orders or tasks in order to fulfil a service request.
	l) The solution must have the capability to create multiple service requests linked to a single Parent Ticket to allow for end-to-end reporting of a service request throughout its lifecycle until resolution.
Incident management	a) The solution must have the ability to change an incident form without any programming to populate specific field for data capture.

Requirement Category	Requirement Description
	b) The solution must have controls to open, modify, change status to “on hold”, close and re-open incidents based on pre-established conditions using console or self-service portal for both internal employees and end users.
	c) The solution must support matching of incident records, related problem records, known error records and relevant knowledge articles to assist service desk staff and/or for self-help end users.
	d) The solution must have the ability to automatically trigger actions as per the underlying workflow when service level agreements (SLAs)/predefined thresholds are reached.
	e) The solution must have incident templates to easily handle recurring incidents, with steps to be taken, sequence of actions, timescales and thresholds, and automatic escalation.
	f) The solution must have multi-level hierarchical category fields to record the type of incident at opening, during the call, and at closing.
	g) The solution must be able to assign an initial priority to incidents based on impact and urgency according to pre-established conditions e.g. P1/P2 (service level agreements, business services impacted, level of service disruption etc.).
	h) The solution must have the ability to allow for the capturing of free rich text and attach multiple files and or artefacts for the recording of incident descriptions and resolutions.
	i) The solution must be able to automatically populate and route incidents based on categorization, to support staff and/or groups.
	j) The solution must be able to automate notifications (communication to relevant parties) e.g. emails and SMS etc.
	k) The solution must have the ability to route escalations based on service /operational level targets and Service Provider underpinning contracts at pre-defined thresholds.
	l) The solution must have ability to close multiple incidents of same nature with a parent child relationship.
	m) The solution must have the ability to record incident time stamps (e.g. total time to resolve, time between status changes and assigned between teams etc.).
	n) The solution must have the ability to provide incident trend analysis.
	o) The solution must have the ability to perform closure of incidents by utilising customisable incident closure codes e.g. closure categorisation, root cause, and work around.
	p) The solution must have the ability to facilitate the closure of all incidents when the associated problem, known error and change record is closed.
	q) The solution must have the ability to link a CI to an incident.
	r) The solution must allow notification of high priority incidents to multiple associates (support groups) e.g. SMS, emails.
	s) The solution must support automatic notifications and escalation of unresolved incidents in relation to call statuses and service level agreements and / or operation level agreements parameters and UC's.
	t) The solution must allow the change of service level agreement and/or priority of an incident at any given time.
	u) The solution must track changes applied to priority (impact and urgency).

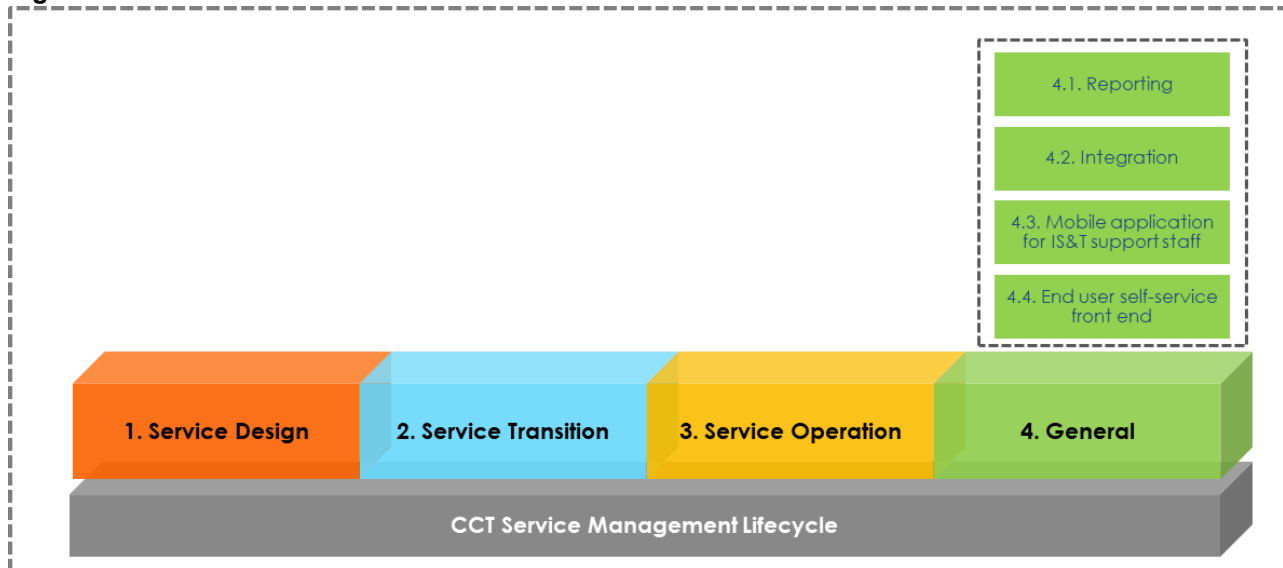
Requirement Category	Requirement Description
	<p>v) The solution must be able to change a service request to an incident and vice versa</p> <p>w) The solution must record full history audit for the incident life cycle.</p> <p>x) The solution must be able to create and allocate multiple tasks to the various technical teams to perform any work to resolve an incident.</p>
Problem management	<p>a) The solution must have the ability to record known errors in a known error database (KEDB).</p> <p>b) The solution must have the ability to route and assign problem records to pre-defined user groups.</p> <p>c) The solution must have the ability to assign impact and urgency codes to problem records.</p> <p>d) The solution must have the ability to track and monitor problem resolution status.</p> <p>e) The solution should have the ability to escalate/notify pre-defined teams/individuals when the "Root cause identified/Error identified" status has breached a pre-defined time limit.</p> <p>f) The solution must have the ability to support sequential recording of diagnostic actions e.g. activities, troubleshooting, investigation and symptoms of the fault.</p> <p>g) The solution must have the ability to provide incident trending for pro-active problem identification in relation to historical and related incident tracking.</p> <p>h) The solution must have the ability to integrate into knowledge management to support investigations, diagnoses, root cause analysis techniques, and creating or updating workarounds, temporary fixes and resolutions.</p> <p>i) The solution must have the ability to associate and maintain relationships between incidents, known error records and requests for change (RFCs) and CIs.</p> <p>j) The solution must have built-in root cause analysis templates that are customisable</p> <p>k) The solution must have the ability to workflow a root cause analysis template.</p> <p>l) The solution must have the ability to automatically record successful problem resolution information.</p>
Event management	<p>a) The solution must have the ability but not limited to (via existing monitoring tools):</p> <ul style="list-style-type: none"> Automatically create a ticket e.g. incidents, problems, change requests and requests etc. Auto-prioritise based on monitoring alerts. Provide workflows. Automate notifications (communication to relevant parties e.g. emails and sms).

C.5.5.4. Service Management Area 4: General

The IT department requires the enabling of specific capabilities relating to process governance and compliance, integration to other CCT products and solutions, self-service, mobile applications, and reports and analytics.

The scope of the CCT capability requirements can be depicted diagrammatically in Figure C.5.5.4 below:

Figure C.5.5.4: ITSM - General



The requirements for the ITSM Solution in terms of General requirements are described in table C.5.5.4 below:

Table C.5.5.4 General Requirements

Requirement Category	Requirement Description
General	a) The solution must support the Information Technology Infrastructure Library (ITIL) framework.
	b) The solution must cater for the following minimum processes: <ul style="list-style-type: none"> • Service catalogue management • Service level management • Service asset and configuration management • Change management • Release and deployment management • Knowledge management • Service request management • Incident management • Problem management • Event management • Reporting • Integration • Mobile application for IT support staff • End user self-service front end.
	c) The solution must be aligned to the industry accepted standards such as ITIL framework and the ISO20000 standards.
	d) The solution must have an end-user self-service portal.
	e) The solution must include a configuration management database (CMDB) built in.
	f) All functionality associated with the self-service solution must be accessible in a user-friendly manner on mainstream mobile devices and their associated operating system (Android and iOS).

Requirement Category	Requirement Description
	g) The self-service solution must not store any data on the mobile devices and must only be accessible when connected online (no off-line access, storage or application caching).
	h) The end-user self-service front-end must at a minimum allow end-users to: <ul style="list-style-type: none"> • Logging of incidents • Logging of service requests (e.g. new users, hardware requests, telephony applications, etc.) • Tracking of logged calls.
	i) The solution should have a mobile application for CCT IT Staff (service agents, support technicians, administrators, etc.) to perform full range of ITSM functions via their mobile devices.
	j) The solution must have customisation capabilities without any development for example to add fields to screens, new forms and/or views.
	k) The solution must be presented in the English language.
	l) The solution must cater for South African local calendars.
	m) The solution must allow for Unicode.
	n) The solution must provide a secure historical audit and transactions logs of all call interactions.
	o) The solution must have the capability for reporting: <ul style="list-style-type: none"> • Out of the box reporting. • Customisable reports without development. • Development of non-standard reporting to meet specific requirements. • Active real-time dashboards that is visual and easy to understand.
	p) The solution must have the ability to export reports to spreadsheets, csv, pdf, etc.
	q) The solution must have the ability to automatically and manually send scheduled reports to a target audience.
	r) The solution must have the ability to provide trend analysis and analytical reports.
	s) The solution must have the ability to create and change reports easily using a guided assistant for ease of use to configure, preview, edit and share.
	t) The solution must have the ability to create surveys (standard and custom) and automatically send to end users.
	u) The solution must be scalable and cater for multi-tenancy.
	v) The solution must have ability to archive closed records to improve system performance.
	w) The solution must have high availability and fail-over.
	x) The solution must have the ability to create and distribute work schedules to individuals and groups or teams.
	y) The solution (including mobile applications) must support integration to ILM (Identity lifecycle management).
Reporting	a) The solution must have the ability to dynamically report e.g. drag & drop reports – <p>Operational report Examples (not limited to):</p> <ul style="list-style-type: none"> • Total problem records (PR's) vs service records (SR's). • Total PR vs Service.

Requirement Category	Requirement Description
	<ul style="list-style-type: none"> • Active Calls Report. • 2nd Line Resolved calls.
	<p>b) The solution must have the ability to dynamically report e.g. drag & drop reports –</p> <p>Proactive report Examples (not limited to):</p> <ul style="list-style-type: none"> • Service level agreements, thresholds notification reports • Change management trends. • Warranty expiry status. • Age analysis.
	<p>c) The solution must have the ability to dynamically report e.g. drag & drop reports –</p> <p>Management report Examples (not limited to):</p> <ul style="list-style-type: none"> • Real time dashboards inclusive of graphical formatting • Dashboards that will cater for various audiences for example executive overview of ITSM calls; team lead and/or manager view in to calls for their Branches and/or sections etc. • Monthly operational reports depicting trends and other metrics. • Service level agreements and operational level reports on system and interdepartmental performance.
Integration	<p>a) The solution must have the ability to integrate with monitoring tools and have the ability for auto ticket creation and closure where the “event / incident / problem / change” has been resolved in the outside application based on alerts from monitoring tools and 3rd party applications.</p> <p>b) The solution must have the ability to integrate with communication gateways for sending alerts and notifications to specified user groups (end users, IT administrators, service teams, etc.).</p> <p>c) The solution must be able to be integrated via their own application programming interface (API) with the future employee mobile application.</p> <p>d) Integrate into System Center Configuration Manager (SCCM) or replacement product for Microsoft management, deployment and security of devices/ applications.</p> <p>e) Integrate into System Centre Operation Manager (SCOM) or replacement product for Microsoft Server monitoring</p> <p>f) Integrate into DX Net Ops Spectrum or replacement product for Network element monitoring / Event management.</p> <p>g) Integrate into Schneider Electric Ecostruxure or replacement product for Data Centre infrastructure monitoring.</p> <p>h) Integrate into McAfee Enterprise Security Management & McAfee SIEM or replacement product for Security incident and event management</p> <p>i) Integrate into Tenable SC & Tenable IO or replacement product for Vulnerability management.</p> <p>j) Integrate into Ansible or replacement product for Unix environment.</p> <p>k) Integrate into Email (Microsoft 365).</p> <p>l) Integrate into Microsoft Entra ID (Azure Active Directory) or replacement product for Single Sign-on.</p> <p>m) Integrate into Infobip or replacement product for SMS.</p> <p>n) Integrate into SAP Data and Analytics / Jasper or replacement product for Analytics reporting.</p>

Requirement Category	Requirement Description
	<p>o) Integrate into ECC6 or replacement product SAP S/4HANA for Asset management</p> <p>p) Integrate into SharePoint apps.</p> <p>q) Integrate into Records and Document Management System or replacement product.</p> <p>r) Integrate into SAP SOLMAN or SAP replacement product for SAP Release management</p> <p>s) Integrate into SAP Service Cloud for SAP CRM</p> <p>t) Integrate into HCM (SAP Success Factors) for employee master data</p> <p>u) Integrate into Microsoft Azure DevOps.</p> <p>v) Integrate into MITEL or replacement product for contact centre Telephony.</p>
Mobile applications for IT Support Staff	<p>a) The solution must allow support staff to create, update, transfer, close and monitor requests for incidents, service requests, etc.</p> <p>b) The solution must allow support staff to add notes or comments to a request at any time until it is closed.</p> <p>c) The solution must allow support staff to attach artefacts to an incident or service request.</p> <p>d) The solution must allow support staff to search a knowledge base solution using multiple search criteria.</p> <p>e) The solution must allow support staff to view news (broadcast messages), frequently asked questions (FAQ's) and system outages information.</p>
End User Self-service front end	<p>a) The solution must allow end users to create requests for incidents, service requests.</p> <p>b) The solution must allow end users to check the status of incidents and request tickets.</p> <p>c) The solution must allow end users to monitor active requests and incidents.</p> <p>d) The solution must allow end users to add notes or comments to a request at any time until it is closed.</p> <p>e) The solution must allow end users to create new service requests and incidents from within an incident and service request.</p> <p>f) The solution must allow end users to attach artefacts related to an incident or service request.</p> <p>g) The solution must allow end users to search a knowledge base solution using multiple search criteria.</p> <p>h) The solution must allow end users to view news, frequently asked questions (FAQ's) and system outages information.</p> <p>i) The solution must allow end users to respond to published surveys as part of continual service improvement.</p>

C.5.5.5. Delivery of Requirements

The Tenderer must operationalise all the requirements working with the CCT IT team.

Table C.5.5.5 Delivery of Requirements

Requirement Category	Description
Service Catalogue Management	<p>Transition IT staff of the proposed ITSM Solution without disruption to operations:</p> <ul style="list-style-type: none"> • Prepare, configure and roll-out of proposed ITSM Solution for Service Catalogue Management. • The Service Provider to work with CCT IT staff and cross skill and knowledge transfer. • Refine and improve IT service catalogue. • Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution.
Service Level Management	<p>Transition IT staff of the proposed ITSM Solution without disruption to operations:</p> <ul style="list-style-type: none"> • Prepare, configure and roll-out of proposed ITSM Solution for Service Level Management. • Facilitate and manage the process of defining SLA's, UC's, OLA's for all branches in CCT IT and performance targets with Service Providers. • The Service Provider to work with CCT IT staff and cross skill and knowledge transfer. • Migrate existing Service level management data from current system to the proposed ITSM Solution. • Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution.
Service Asset & Configuration Management	<p>Prepare, configure and roll-out of proposed ITSM Solution for System Asset and Configuration Management.</p> <ul style="list-style-type: none"> • The Service Provider to work with CCT IT staff and cross skill and knowledge transfer. • Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution. • Ensure Integration with existing Asset management records being used by CCT (SAP ECC6). See integration and system asset and configuration management requirements. • Populate the CMDB as per CCT requirements using the Discovery tool. • Scanning the network: Auto-discovery tools scan the network infrastructure, including IP ranges, subnets, and network devices, to identify active devices and their associated configurations. • Collecting asset data: The auto-discovery tool collects relevant information about the identified devices, such as IP addresses, hostnames, MAC addresses, software versions, and other configuration details. • Mapping relationships: The tool analyses network connections and dependencies among the discovered assets to map their relationships within the CMDB. This will assist CCT IT Staff to confirm and establish the connections between the various IT Asset components. • Populating the CMDB: The collected asset data and their relationships are then automatically or manually populated into the CMDB, with support from CCT IT Staff, ensuring that the database remains updated with the most recent information. • Continuous monitoring: Auto-discovery processes can be scheduled to run periodically or triggered based on specific events to ensure the CMDB remains synchronized with the evolving IT environment.
Change Management	<p>Transition IT staff of the proposed ITSM Solution without disruption to operations:</p> <ul style="list-style-type: none"> • IT Staff users of the system will make use of advanced functionality. • Prepare, configure and roll-out of proposed ITSM Solution by utilising and incorporating existing forms, templates and workflows for Change management with ability to add new forms, templates and workflows. • The Service Provider to work with CCT IT staff and cross skill as well as knowledge transfer. • Migrate existing Change Management data from current system to the proposed ITSM Solution.

Requirement Category	Description
	<ul style="list-style-type: none"> Implement requirements as per Clause C.5.5 Scope and Requirements of the ITSM Solution. The Service Provider will be responsible for establishing a change management process to manage and control changes to IT infrastructure and services. This involves defining change approval workflows, assessing change impact and risks, and ensuring proper testing and documentation.
Release & Deployment Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: <ul style="list-style-type: none"> Prepare, configure and roll-out of proposed ITSM Solution for Release and Deployment Management. Ensure Integration with existing Deployment tools being used by CCT: <ul style="list-style-type: none"> see Integration and Release and Deployment requirements. The Service Provider to work with CCT IT staff and cross skill and knowledge transfer Implement requirements as per Clause C.5.5 Scope and Requirements of the ITSM Solution.
Knowledge Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: <ul style="list-style-type: none"> Prepare, configure and roll-out of proposed ITSM Solution for Knowledge Management. The Service Provider to work with CCT IT staff and cross skill and knowledge transfer Migrate existing Knowledge management data from current system to the proposed ITSM Solution. Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution.
Service Request Management	Transition IT staff of the proposed ITSM solution without disruption to operations: <ul style="list-style-type: none"> Prepare, configure and roll-out of proposed ITSM solution by utilising and incorporating as well as enhance existing forms, templates and workflows for Service Requests with ability to add new forms, templates and workflows (current list to be provided to Service Provider). The Service Provider to work with CCT IT staff and cross skill Migrate existing Service Request Management data from current system to the proposed ITSM solution. Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution.
Incident Management	Transition IT staff of the proposed solution without disruption to operations: <ul style="list-style-type: none"> Prepare, configure and roll-out of proposed ITSM Solution by utilising and incorporating, as well as enhance existing forms, templates and workflows for Incident Management with the ability to add new forms, templates and workflows. The Service Provider to work with CCT IT staff and cross skill and knowledge transfer Migrate existing ITSM Org structure and service teams to new proposed solution. Migrate existing Incident Management data from current system to the proposed ITSM Solution. Implement requirements as per Clause C.5.5 Scope and Requirements of the ITSM Solution.
Problem Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: <ul style="list-style-type: none"> Prepare, configure and roll-out of proposed ITSM Solution by utilising and incorporating as well as enhance existing forms, templates for Problem Management with ability to add new forms, templates and workflows The Service Provider to work with CCT IT staff and cross skill, and knowledge transfer Migrate existing Problem Management data from current system to the proposed ITSM Solution. Implement requirements as per Clause C.5.5 Scope and Requirements of the ITSM Solution.
Event Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: <ul style="list-style-type: none"> Effectively manage IT Staff as power users of the system and will make use of advanced functionality. Prepare, configure and roll-out of proposed ITSM Solution for Event Management. The Service Provider to work with CCT IT staff and cross skill as well as knowledge transfer.

Requirement Category	Description
	<ul style="list-style-type: none"> • Migrate existing Event management data from current system to the proposed ITSM Solution. • Ensure Integration with existing monitoring tools being used by CCT: <ul style="list-style-type: none"> ○ see integration and Event management requirements. • Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution.
Reporting	<p>Transition IT staff of the proposed ITSM Solution without disruption to operations: Prepare, configure and roll-out of proposed ITSM Solution. for Reporting with categories for:</p> <ul style="list-style-type: none"> • Operational Reporting • Proactive reporting • Management Reporting <p>Refer to reporting requirements listed in Schedule F.13.I requirement Reporting.</p> <ul style="list-style-type: none"> • Include development of additional 20 non-standard customised reports. • The Service Provider to work with CCT IT staff and cross skill and knowledge transfer.

C.5.6. NON-FUNCTIONAL & TECHNICAL REQUIREMENTS

C.5.6.1. Non-Functional Requirements

Tenderers must meet the non-functional and technical requirements listed in Table C.5.6.1 below. Additional relevant information can be provided as an annexure to the tender response, clearly referencing the specific item it pertains to. Tenderers should also refer to clauses 2.2.1 Eligibility Criteria, and Clause 2.3.7 Test for Responsiveness, regarding this requirement.

Table C.5.6.1 Non-Functional Requirements

Category	Requirements	KPI
Performance	The measurement of response time and throughput with respect to user load conditions.	<ul style="list-style-type: none">• Provide minimum 200 - 500ms response times.• Provide sub-second response time for a minimum for concurrent 2500 users.
Solution Availability	Availability: A measure of how often a system's resources and services are accessible to end users, often expressed as the uptime of a system.	99.9% over a rolling 30-day period uptime of the solution excluding dependencies from the CCT outside of the Service Provider 's control, 24/7 (the solution is cloud/SaaS based). <ul style="list-style-type: none">• Have fail save capability and high availability functionality in place.• The system should cater for full business continuity from an architectural and operational perspective.
Scalability	Add capacity and users to a deployed system. Scalability - add resources to the system dynamically.	
Security	Adhere to all Security Standards and Protocols that govern the CCT. Secure mobility management with ability to not cache. Enable and disable mobile or URL capabilities.	
Technical Frameworks	Proven track record of implementing ITSM based on ITIL framework.	As per the specifications.

C.5.6.2. Integration Technology Supported

The proposed ITSM solution must support recognized integration standards and technologies, including but not limited to those listed in Clause C.5.3.5 and Table C.5.3.5.

C.5.6.3. User Permissions

User permission functionality is aimed at assigning authority to users to execute specific transactions on the system. The CCT administers user permissions based on a flexible user permission and authorisations model with the ability to combine authorisations into individual roles. The CCT defines user roles that are aligned strictly to appropriate segregation of duties within each application for audit purposes.

The Service Provider is to ensure that the delivered and implemented user permissions capabilities conform to the requirements.

The proposed SaaS 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 CCT's Identity Lifecycle Management application, currently Microsoft Entra ID.

C.5.6.4. Auditability

The CCT 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 ITSM 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.

C.5.6.5. Security

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

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

The CCT reviews its security standards on a continuous basis to enhance security and protect the CCT's assets. Security standards could possibly change to accommodate the evolving technical landscape. The Service Provider will therefore need to incorporate the new standards into their designs and implementations.

It is imperative that the Service Provider meets the minimum requirements as the CCT will not compromise its security and architectural standards

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

C.5.6.6. Migration Strategy

The CCT envisions a 3-month transition period during which the legacy and new ITSM systems will operate in parallel. Approximately 10 000 active records will need to be migrated from the existing ITSM system done to the new solution by the tenderer.

C.5.7 Implementation and Support Requirements

After the go-live support period, the Service Provider will be responsible for the maintenance and support of the ITSM solution on the SaaS platform as per Table C.5b. Any changes that impact service availability must be conducted outside of business hours. The Service Provider will be expected to conform to the City's standard processes and change control.

Software Solution Maintenance

The Service provider's SaaS solution must be regularly maintained ensuring updates, patches, enhancements etc. are seamlessly implemented.

Table C.5.7a Software Maintenance

	Maintenance Activities	KPI
1	Updates / upgrades to the SaaS platform	Announce 14 days before deployment. Deploy as per CCT agreement.
2	Fault resolution	Fix as per the severity of the fault. Deploy as per CCT agreement.
3	Security patches	Apply within 1 week of announcement of security threat.
4	New features	Deploy within 2 weeks of announcement.

Solution Support

Solution support will be the responsibility of the appointed Service Provider with the necessary trained technical staff (Level 1, 2 and 3). The solution will be supported 24/7 as per the support classifications in table C.5.7b below.

Table C.5.7b Severity

Priority	Classification	Response	KPI
P1	Critical events require 24/7 Support & Escalation.	On-call procedures activated, and support team must respond Immediately with sustained effort, using all available resources until event is resolved.	Respond within 15 minutes. Resolve within 2 hours.
P2	High impact event requires 24/7 Support & Escalation.	On-call procedures activated, support team must respond Immediately, assess the situation, CCT staff may be required to resolve event	Respond within 15 minutes. Resolve within 6 hours.
P3	Moderate event requires Business Hours Support & Escalation.	Event is managed through standard procedures and operating within normal supervisory management structures	Respond within 15 minutes. Resolve within 12 hours.

C.5.7.1. Implementation of the ITSM Solution

The ITSM solution must be implemented within 18 months. The implementation must align with the CCT Project Management Office's project implementation methodology.

Table C.5.7.1. Requirements for Implementation

Deliverable Category	Requirement Description
Implementation	<p>The Service Provider to attach to Schedule F.13.J:</p> <ul style="list-style-type: none"> • A high-level plan including all below processes where applicable for each scope item. • Detailed plan indicating proposed sequencing, milestones and of scope implementations. <p>Implementation encompasses all processes involved in the ITSM Solution. Operating properly in its environment.</p> <p>a) Discovery and Planning Assessing the current environment and planning upgrades/replacement to the new proposed solutions.</p> <p>b) Design Design according to best practices.</p> <p>c) Build and Implement Implementation and configuration of proposed solution.</p> <ul style="list-style-type: none"> • Integration and touch points must be investigated, tested, updated and documents migrated as applicable • Any integration with external systems must comply with CCT integration principles and toolsets. <p>d) Testing Testing of proposed solution, minimising disruptions to the CCT.</p> <p>e) Deployment and Migration All software is fully configured, operationalised and related data moved to the new ITSM system:</p> <ul style="list-style-type: none"> • Migration of legacy data • All processes should adhere to audit principles both internal and external. • All users migrated and ready to use the new systems. • Templates and standard documents must be available for use. <p>f) Knowledge and Skills Transfer / Operational Handover IT support staff must receive the appropriate knowledge and skills transfer.</p> <p>g) Post Go-Live Support IT support staff must receive Post Go-Live Solution Handover with Documentation</p> <p>h) Closeout IT support staff receive Project Close-out/Work Completion Report</p>

C.5.7.2. Project Implementation Approach

A Detailed Project Plan must accompany your response and be included in Schedule F.13.J. The project plan and associated deliverables must be aligned to the CCT Project Management Office methodology. The entire project is expected to be completed within 18 months. The table below lists the required documentation during implementation:

Table C.5.7.2.

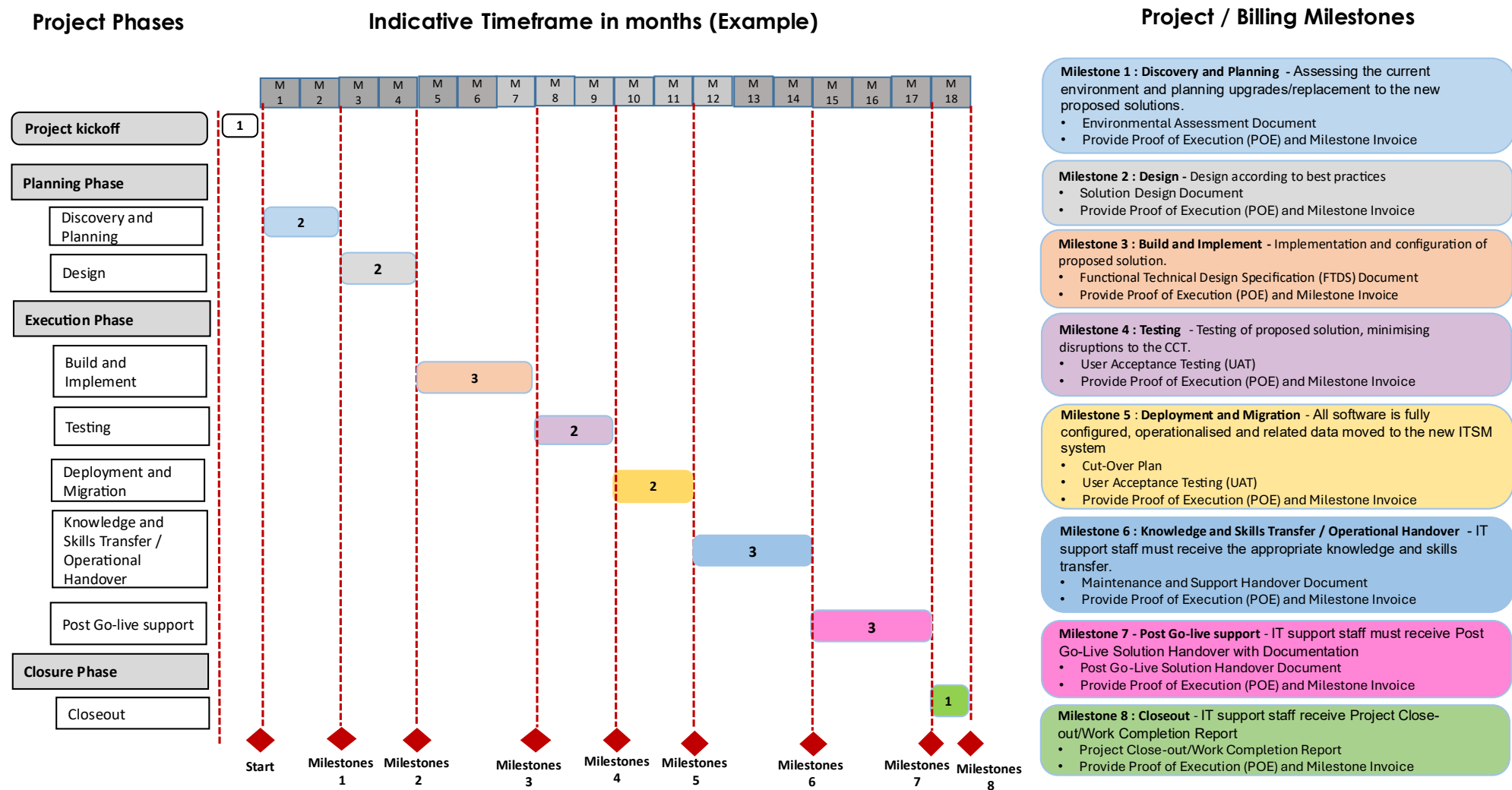
Project Phase	Sub-Phase	Project Deliverables	Milestone Artefact/Deliverable	Billing Deliverable
Planning Phase	Discovery and Planning	<ul style="list-style-type: none"> Project Charter Benefits Realization Register Risks & Issues Register Project Execution Plan Project Schedule Organizational Change Management Plan Communication Plan Training Plan Requirements Traceability Matrix AS-IS Baseline and GAP Report (Final) 	<ul style="list-style-type: none"> Environmental Assessment Document 	<ul style="list-style-type: none"> Proof of Execution (POE) Milestone Invoice
	Design	<ul style="list-style-type: none"> Detail Design Gate Review Approval Training Strategy Training Assessment Training Plan Business Value Chains (Level 1 to 3) Requirements Traceability Matrix (Update) Single Point of Failure (SPOF) Updated Business Role Matrix Solution Architecture Blueprint Test Strategy Test Plan Test Tracker Data Cleansing Implementation Plan Technical Infrastructure 	<ul style="list-style-type: none"> Solution Design Document 	<ul style="list-style-type: none"> Proof of Execution (POE) Milestone Invoice

Project Phase	Sub-Phase	Project Deliverables	Milestone Artefact/Deliverable	Billing Deliverable
		<ul style="list-style-type: none"> High Level Cutover Plan Solution Design Document 		
Execution Phase	Build and Implement	<ul style="list-style-type: none"> Charter Change Request /update (where applicable) Organisational Impact Business Value Chains (Level 1 to 3) (Update) Requirements Traceability Matrix (Update) Single Point of Failure (SPOF) Updated Business Role Matrix (Update) Solution Architecture Blueprint (Update) Test Tracker (Update) including Test Results Defects Tracker Test Data and deployed to DEV / QA / UAT environments Testing Scripts Master Data (Enumeration Lists) Solution Components (Configuration and Customization) <ul style="list-style-type: none"> RICEFW objects – Signed-off (Reports, Interface, Conversion, Enhancements, Forms and Workflow) Solution Prototype Interfaces and other data exchanges Users' set-up in DEV / QA environments Master data (Enumeration Lists) set-up in DEV / QA environments Detail Cut-over Plan Functional Technical Design Specification (Final) 	<ul style="list-style-type: none"> Functional Technical Design Specification (FTDS) 	<ul style="list-style-type: none"> Proof of Execution (POE) Milestone Invoice
	Testing	<ul style="list-style-type: none"> Business Role Matrix (Update) Test Tracker (Update) including Test Results Test Data and deployed to UAT environment 	<ul style="list-style-type: none"> User Acceptance Testing (UAT) 	<ul style="list-style-type: none"> Proof of Execution (POE) Milestone Invoice

Project Phase	Sub-Phase	Project Deliverables	Milestone Artefact/Deliverable	Billing Deliverable
		<ul style="list-style-type: none"> • Users' set-up in DEV / QA environments • Master data (Enumeration Lists) set-up in DEV / QA environments • Testing Scripts • Defects Tracker • Detail Cut-Over Plan • User Acceptance Testing (Final) 		
	Deployment and Migration	<ul style="list-style-type: none"> • Final solution rolled out to production environment • Implement security profiles in production • Set-up users to business roles • Master data (Enumeration Lists) set-up in PROD environment • Implement interfaces • Load data to PROD environment • Post Load Data Migration Reports • Signed-off Data validations • Solution Support Manual • Defects Tracker • Detail Cut-Over Plan (Final) 	<ul style="list-style-type: none"> • Cut-Over Plan 	<ul style="list-style-type: none"> • Proof of Execution (POE) • Milestone Invoice
	Knowledge and Skills Transfer / Operational Handover	<ul style="list-style-type: none"> • Execution Stage Gate Review Approval • Organizational Change management to support the business through the changes • Knowledge transfer to 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 • Defects Tracker • Production sign-off from the City of Cape Town 	<ul style="list-style-type: none"> • Maintenance and Support Handover Document 	<ul style="list-style-type: none"> • Proof of Execution (POE) • Milestone Invoice

Project Phase	Sub-Phase	Project Deliverables	Milestone Artefact/Deliverable	Billing Deliverable
		<ul style="list-style-type: none"> • Solution Support Manual (Final) • Maintenance and Support Handover Document (Final) 		
	Post Go-Live Support	<ul style="list-style-type: none"> • Post Go-Live Solution Support • Continuous organizational 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 • Post Go-Live Solution Handover Document 	<ul style="list-style-type: none"> • Post Go-Live Solution Handover Document 	<ul style="list-style-type: none"> • Proof of Execution (POE) • Milestone Invoice
Closure Phase	Closeout	<ul style="list-style-type: none"> • Commission & Close-Out Stage Gate Review Approval • Completion of all project documentation • Official closure of the project • Project Close-out/Work Completion Report 	<ul style="list-style-type: none"> • Project Close-out/Work Completion Report 	<ul style="list-style-type: none"> • Proof of Execution (POE) • Milestone Invoice

Figure-C.5.7.2.2: Implementation Payment Milestones



C.5.7.3. REQUIREMENTS FOR TRAINING ON THE ITSM SOLUTION

The following tables provide the requirements and deliverables for training on the ITSM Solution and are priced in Schedule C.4.C.

Table C.5.7.3.1 Training Requirements

Deliverable Category	Requirement Description
ITSM System CMDB Management	<p>It is required to provide for the necessary support structure and resource capacity needs to run the ITSM CMDB component of the solution (back-end) effectively through the training of CCT CMDB administrators.</p> <p>ITSM System - CMDB Management Training must include:</p> <ul style="list-style-type: none"> • Technical Training on the use and management of the CMDB tool • Provision to be made for pre- and post-go-live training, as required by CCT. • The Service Provider to provide relevant training material/documentation for the proposed solution. <p>Service Provider to specify any prerequisites that may be vital for the applicable training attendees. Training provided to be at an Advance level where trainee will be able to take the lead on administrative activities.</p>
ITSM System Administrators	<p>It is required to provide for the necessary support structure and resource capacity needs to run the ITSM Solution (back-end) effectively through the training of CCT system administrator support staff.</p> <p>ITSM System Administrators Training must include:</p> <ul style="list-style-type: none"> • Provide Technical Training to administer and configure the ITSM Solution. • Provision to be made for pre- and post-go-live training, as required by CCT. • The Service Provider to provide relevant training material/documentation for the proposed solution.
ITSM System User	<p>It is required to provide for the necessary ITSM System user training to enable IT support staff to utilize the proposed ITSM Solution.</p> <p>ITSM System User Training must include:</p> <p>Provide role-based training in the following competency areas:</p> <ul style="list-style-type: none"> • Mobile Application for IT Support • Incident Management • Service Request Management • Problem Management • Change Management • System and Asset Configuration Management • Service Level Management • Service Catalogue Management • Knowledge Management • Operational Reporting • Proactive Reporting • Management (Dashboard) Reporting

Table C.5.7.3.2: Detail on the applicable competency areas

Competency Area	Level Definition	Resource Category	Role Description
ITSM System CMDB Management	These are staff that will be administering the proposed ITSM Solution.	Configuration Manager/ Configuration Administrator	<p>After being Trained the CMDB Admin/Manager should have the following competencies but not limited to:</p> <ul style="list-style-type: none"> • Basic understanding of a CMDB. • Be able to identify, capture, and maintain all CI's. • Be able to link various CI's and maintain them. • Be able to report on the status of CI' • Defining data standards, ensuring data integrity, and managing access controls to maintain the accuracy and security of the CMDB.
IT Service Management System Administrators	These are staff that will be administering the proposed ITSM Solution.	System Engineer	<p>After being trained, all system administrators should have the following competencies, but not limited to:</p> <ul style="list-style-type: none"> • Corrective Maintenance & Support of the proposed ITSM Solution. • Diagnosis service restoration and/or correction of hardware on site as well as resolve basic configuration problems • On-site assistance • Perform base problem determination and collect relevant technical information for further analysis by a higher-level engineer. • Provide problem resolution status report updates and escalate unresolved problems to L2 as required. • Provide access details to IT administrators. • Provide root cause to Technical Operations Centre • Event Management training to be aligned, but not restricted to; the Functional Requirement Category: Integration and Event Management • Integration with the various source monitoring systems • Configuring Events to allow auto ticket creation from the source monitoring systems with the appropriate priority levels and categorisation • Event Management Metrics, KPIs and Reporting • Service Level Management training to be aligned, but not restricted to; the Functional Requirement Category: Service Level Management • Create and maintain an IT Service Catalogue • Create service levels mapped to the Service Catalogue • Build OLA/SLAs triggers and parameters within the system • Workflows for OLA/SLA breaches

Competency Area	Level Definition	Resource Category	Role Description
			<ul style="list-style-type: none"> • Service Level Management Metrics, KPIs and Reporting • System & Asset Configuration training to be aligned, but not restricted to the Functional Requirement Category: System Asset & Configuration Management • Integrate with existing Asset Management systems • Create and maintain CI's (Configuration Items) in the CMDB <p>Asset and Configuration Management Metrics, KPIs and Reporting</p>
IT Management System User	Service System	These are the IT support staff that will operate the various modules of the proposed ITSM Solution.	<p>IT Service Desk Agents and 2nd & 3rd Line IT Support Staff</p> <p>Training should encompass:</p> <ul style="list-style-type: none"> • The end-to-end Logging, Acknowledge, Accepting, Routing / rerouting, changing status, updating and Closure process of Incidents and Service Requests of tickets. • Call Classification & Prioritisation • Search & Referencing Knowledge Base • Search & Referencing Call History • Search & Referencing Customer History • Parent/Child Ticketing • Linking of Incidents/Changes/Problems • Call Escalations • Training to be aligned, but not restricted to, as specified in the Functional Requirement Category: Incident & Service Request Management. • Operational reporting Training to be aligned, but not restricted to, as specified in the Functional Requirement Category: Incident Management and Service Request Management.

Competency Area	Level Definition	Resource Category	Role Description
	These are the IT support staff that will operate the various modules of the proposed IT Service Management Solution	Change Management staff may include IT Service Desk Agents and 2nd & 3rd Line IT Support Staff	<p>Training should encompass:</p> <ul style="list-style-type: none"> • The end-to-end process logging, approving, managing and implementing IT Change Requests in the solution. • Requests for changes • Workflows and features for approval • Change release • Change request lifecycle • Ability to insert Planned changes • Training and workflow routing • Embedding attachments • Planning and forward schedule • Completion of post implementation review templates • Operational reporting • Training to be aligned but not restricted to, as specified in the Functional Requirement Category: Change Management.
	These are the IT support staff that will operate the various modules of the proposed IT Service Management Solution	Problem Management staff may include IT Service Desk Agents and 2nd & 3rd Line IT Support Staff	<p>Training should encompass:</p> <ul style="list-style-type: none"> • The end-to-end process for managing IT Problem Records. • Problem Record lifecycle – from Problem identification to Root Cause Analysis and Problem Closure. • Workflows for RCA completion and approval • Populating the Known error Database (KEDB) Linking Incidents/Changes/Problems within the solution • The process for Publishing and Maintaining Knowledge Articles in a Knowledge Database • Identification of Problem Trends • Training to be aligned, but not restricted to, as specified in the Functional Requirement Category: Problem Management.

Competency Area	Level Definition	Resource Category	Role Description
	These are the IT Staff that will use the system for Reporting; Managing their Support Teams; Performing Quality Assurance	All IT staff inclusive of supervisors and managers	<p>Training should encompass:</p> <ul style="list-style-type: none"> • Out of the box reporting • Customisable reports without development • Development of non-standard reporting to meet our specific requirements • Active real-time dashboards that is visual and easy to understand. <p>Training to be aligned, but not restricted to, as specified in the Functional Requirement Category: Reporting.</p>

C.5.7.3.1. Training

Training aims to enable and empower all relevant stakeholders across the CCT to effectively implement the new processes and systems introduced during the contract period.

For this contract all training pertains specifically to the implementation of the ITSM project and will span the duration of the contract. In addition to the explicit training requirements documented as part of the deliverables, the following must also be considered:

Although the CCT has in-house training capabilities, the Service Provider must prepare their response assuming that they will undertake 100% of the required training work. The CCT reserves the right to utilize its existing personnel to replace some positions. Nevertheless, the Service Provider remains primarily accountable for the full delivery of the training scope.

The Service Provider is expected to adopt appropriate methodologies to execute the training requirements and align their training strategy and planning accordingly.

The Service Provider's training team will be expected to successfully execute the following:

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

The training deliverables will include the following:

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

C.5.7.4. REQUIREMENTS FOR PROFESIONAL SERVICES FOR THE ITSM SOLUTION

The following section outlines the requirements and deliverables for professional services related to the ITSM Solution. Refer to Pricing Schedule C.4.D.

Table C.5.7.4 Professional Services Qualifications

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

C.5.8 TRADE NAMES OR PROPRIETARY PRODUCTS

Service providers must note that wherever this document refers to any particular trademark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words 'or equivalent'.

C.5.9 FORMS FOR CONTRACT ADMINISTRATION

Not Applicable.

C.6 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 agreement.

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

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 agreement. 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 CCT. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 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
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

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 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the 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/or Services 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 as amended from time to time. If the Purchaser 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 the 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 termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 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 Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- 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, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services 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 and/or Services 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 and/or Services 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 due 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 Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services 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.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services 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 the 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 regarding the agreement and need not obtain the Supplier's permission to copy it 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 in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, 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 agreement within two (2) years of Delivery of the Goods, 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 agreement, 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 Purchaser.
- 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, 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 Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser'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 Purchaser;
 - 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 Purchaser;
 - 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;

- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser 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 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 **Protection of Personal Information Act of 2013**

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Service Provider thereby acknowledges and unconditionally agrees:

- 5.9.1 that the Service Provider has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 To the collection and processing of the Service Provider 's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the Service Provider or about the Service Provider may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the Service Provider indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the Service Provider or the Service Provider 's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the Service Provider 's consent or to notify the Service Provider of the reason for the processing of the Service Provider 's personal information;
- 5.9.5 to the disclosure of the Service Provider 's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the Service Provider may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- 5.9.7 that under POPIA, subject to applicable law, the Service Provider also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

- 5.10.1 As required by section 116(2) (b) of the Local Government: Municipal Financial Management Act 56 of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the CCT with its full cooperation in this regard.

7. Performance Security

Not Applicable. Service Providers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that Goods and/or Services 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 Service Provider or Supplier 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 Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services 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 and/or Services 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 such written 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:
- 11.2.1 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;
- 11.2.2 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;
- 11.2.3 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 licensed compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- [11.2.4 In the case of Contracts for delivery of professional services, 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.]
- 11.2.5 In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.
- 11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser 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 Pro forma Insurance Broker's Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 N/A

16. Payment

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

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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 Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a Service Provider, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the Service Provider except as provided for herein?

16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.

16.6.3 N/A.

16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third-party manufacturer/supplier, together with the advance payment guarantee.

16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

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 Purchaser delegated authority 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 and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 (D) Contract Price Adjustment.

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 and/or Services, extension of the contract period or increases in the value of the Contract because of written instructions issued by the Purchaser to the Supplier. Such changes are 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, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) 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 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 this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

- 22.1 The penalties that apply for this contract are documented below (see Clause C.5.7.1 for specifications). Whenever a deliverable as per KPI for this contract is not achieved, the CCT shall be entitled (but not obliged) to apply the relevant Penalty for each incurrence grievance.

Implementation

Deliverables per KPI and specifications	Penalty (%) on Milestone Invoice for late delivery
Solution delivery and implementation per milestone	1-3 months = 5% After 3 months 1% per month additional for no longer than a 6-month period after which the non-performance clause will be considered. Refer to Clause 23 in the Special Conditions of Contract

Maintenance

Delivery per KPI and specifications Refer to Table C.5.7a Software Maintenance	Penalty (%) on the late delivery deducted from the next monthly license invoice
Security patches	3%
New features	3%
Upgrades	3%

Solution Support

Resolving per event classification KPI Refer to Table C.5.7b Severity	Penalty (%) on the late delivery deducted from the next monthly license invoice
Incident resolution P1	5%
Incident resolution P2	3%
Incident resolution P3	1%

- 22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for 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 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 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 the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant Service Provider has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.49), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

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 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

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 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 CCT 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 (a) and (b) and replace with the following:

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (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 day delivery of delivery or the next Working Day,
 - 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 Service Provider 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.

Add the following after clause 32.3:

- 32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

33. Reporting Obligations

- 33.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

1.7 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Service Provider and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Service Provider 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 as 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 Service Provider 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.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) A cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 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 Service Provider.

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 Service Provider 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, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any Service Provider whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the Service Provider. 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 Service Provider (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a Service Provider (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 Service Provider (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 Service Provider (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 Service Provider (s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 2023/24

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 CCT 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)

Annexure B – Monthly Project Labour Report

Not Applicable.

Annexure C: Pro-Forma Performance Security / Guarantee

Not Applicable.

Annexure D - Pro Forma Advance Payment Guarantee

Not applicable.

Annexure F - Tender Returnable Documents


Schedule F.1: Contract Price Adjustment and/or Rate of Exchange Variation

1. TENDER CONDITIONS

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange-based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA provisions applicable to this tender and resulting contract is indicated below:

<u>Indicate option</u>		<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
				
A	N/A	FIRM PRICES as per Pricing Schedule	Annual	<i>Pricing Schedule C.4 and Schedule F.1 (A)</i>
<u>LOCAL (RSA) TENDER CONTENT:</u>				
EITHER				
B	N/A	SEIFSA Index based CPA	Monthly / Quarterly	<i>Schedule F.1 (B)</i>
OR				
C	N/A	Pricelist / Quotation Based CPA	Ad-Hoc	<i>Schedule F.1 (C)</i>
OR				
D	X	STATS SA CPI Index Based CPA	Annually	<i>Schedule F.1 (D)</i>
OR/AND				
E	N/A	Sectorial Determination 1: Contract Cleaning Sector	Annually	<i>Schedule F.1 (E)</i>
OR				
E	N/A	Sectorial Determination 6: Private Security Sector	Annually	<i>Schedule F.1 (E)</i>

IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)

F	N/A	ROE based CPA	Ad-Hoc	<i>Schedule F.1 (F)</i>
AND (IF REQUIRED), EITHER				
G	N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (G)</i>
OR				
H	N/A	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (H)</i>

2.4 CPA and/or RoE provisions marked as **not applicable** are not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

- i. By letter to: Director **[Details to be provided at contract stage]**, City of Cape Town, P O Box 655, Cape Town, 8000 or
- ii. By email to: **[Details to be provided at contract stage]**

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

- 3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.
- 3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 Where pricelist-based and other non-index-based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.
- 3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES

NOT APPLICABLE

F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE LIST/QUOTATIONS

NOT APPLICABLE

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tender price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
 - 5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36 of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

NOT APPLICABLE

Schedule F.2: 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 Service Provider /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 Service Provider /supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of exclusion 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.....

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Service Provider Schedule F.11*.

Schedule F.3: 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	
-----	--	----	--

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	
-----	--	----	--

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	
-----	--	----	--

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 CCT of any other remedies available to it.

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

Date

Schedule F.4: 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 The applicable preference point system for this tender is the 90/10 preference point system.
- 1.3 Points for this tender shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 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 Service Provider 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 Service Provider, 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 POINTS AWARDED FOR PRICE

90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis: 90/10

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where:

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

(Note to Service Providers: The Service Provider must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Service Provider
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in Clause 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in Clauses 4.1 and 4.2, the Supplier 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 Service Provider or Supplier, 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.

<i>Signature of Service Provider</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

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

Schedule F.5: 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 (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty-six (36) months.

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 Service Provider 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 Service Provider 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 Clause 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 Service Provider 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 CCT 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 CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT'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 Service Provider 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 Service Provider, the tender being disqualified, and/or (in the event that the Service Provider is successful) the cancellation of the contract, restriction of the Service Provider or the exercise by the CCT of any other remedies available to it.

Signature _____

Print name: _____

Date _____

On behalf of the Service Provider (duly authorised)

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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

Schedule F.6: Conflict of Interest Declaration

1. The Service Provider 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 Service Provider is required to set out the particulars in the table below:

2. The Service Provider 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 Service Provider is required to set out the particulars in the table below:

Should the Service Provider be aware of any corrupt or fraudulent transactions relating to the procurement process of the CCT, please contact the following:

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

The Service Provider 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 Service Provider, the tender being disqualified, and/or (in the event that the Service Provider is successful) the cancellation of the contract, restriction of the Service Provider or the exercise by the CCT of any other remedies available to it.

Signature _____

Date _____

Print name: _____

On behalf of the Service Provider (duly authorised)

Schedule F.7: 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"/>
2.5.1	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 CCT of any other remedies available to it.

Signature

Date

Print name: _____

On behalf of the Tenderer (duly authorised)

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of Tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

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;

Physical Business address(es) of the Tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

If there is not enough space for all the names, please attach the information to **List of other documents attached by Tenderer** schedule F.11 in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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 CCT of any other remedies available to it.

Signature _____

Date _____

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

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **324S/2024/25** and tender description: **SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION** in response to the tender invitation made by THE CCT, 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 Clauses 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/o/r 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

Print name:

On behalf of the Tenderer (duly authorised)

(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 F.10: Proposed Deviations And Qualifications By
Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

Signature

Date

Print name:

On behalf of the Tenderer (duly authorised)

Schedule F.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.		

Signature _____

Date _____

Print name: _____

On behalf of the Tenderer (duly authorised)
Attach additional pages if more space is required.

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT 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

Signature _____

Date _____

Print name: _____

On behalf of the Tenderer (duly authorised)

Schedule F.13: Information to Be Provided with the Tender

All returnable documents must be submitted in a separate folder named “Returnables.”

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

Signature

Date

Print name:
On behalf of the Tenderer (duly authorised)

Returnable Checklist (List of F.13 Schedules)
--

All returnables must be submitted in a separate folder named “returnables”.

All reference letters should follow the exact content and structure as per the provided examples.

Table F.13

Schedule Name	Description	Returnable
F.13.A	OSM Accreditation / Authorisation	Complete table and provide Accreditation / Authorisation letters.
F.13.B	Experience in Implementation of the ITSM solution	Provide reference letters.
F.13.C	Experience in Maintenance & Support of the ITSM Solution	Provide reference letters.
F.13.D	Experience in implementing Organisational Change Management Projects	Provide reference letters.
F.13.E	Highest number of Full System ITSM licenses issued per client.	Provide reference letters.
F.13.F	Solution Component 1 – Service Design	Provide responses to questions in the table.
F.13.G	Solution Component 2 – Service Transition	Provide responses to questions in the table.
F.13.H	Solution Component 3 – Service Operation	Provide responses to questions in the table.
F.13.I	Solution Component 4 - General	Provide responses to questions in the table.
F.13.J	Project Plan	Provide project plan.
F.13.K	Complete Training Catalogue.	Provide catalogue.
F.13.L	OSM Pricelists	Provide complete OSM pricelists.

Schedule F.13.A: OSM Accreditation / Authorisation

The tenderer must provide accreditation/authorisation letters for all parties associated with the tenderer and the proposed solution.

If the Tenderer is directly Accredited/Authorised by the OSM to sell, distribute, implement, maintain and support the ITSM solution then the OSM, then an Accreditation/Authorisation letter from the OSM must be provided. The required information is shown in the example templates attached to this schedule (below table F.13.A).

If the Tenderer is not directly accredited by the OSM but accredited/authorised via a Distributor or Reseller or any other name that denotes who the tenderer has received Accreditation/Authorisation from, then Accreditation/Authorisation letters must be provided from all relevant parties up to the OSM (OSM / distributor / reseller / other details). The required information is shown in the example templates attached to this schedule (below table F.13.A).

(Refer clause 2.2.1.1.4 OSM Accreditation, of the Eligibility Criteria).

Table F.13.A

#	Source of solution	Minimum Required Information
1	Distributor	<ul style="list-style-type: none"> Provide a letter from OSM that will confirm the distributor is accredited/authorised to sell, distribute, implement and support the ITSM solution
2	Reseller	<ul style="list-style-type: none"> Provide a letter from Distributor that will confirm the reseller is accredited/authorised to sell, distribute, implement and support the ITSM solution Provide a letter from OSM that will confirm the distributor is accredited/authorised to sell, distribute, implement and support the ITSM solution

LOGO HERE

OSM Name
Address
Phone
Email
Website

Tenderer Name
Address

To Whom it may concern,

RE: *Tenderer AAAAAAAA* OSM Accreditation / Authorisation Letter

We "*OSM name*" confirm that:

- *Tenderer AAAAAAAA* is an accredited / authorised reseller and implementer of the ITSM *solution ZZZZZZZZ*
- The accreditation / authorisation is valid from "*date*" to "*date*"

Signature

Date

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

Email Address

Contact Number

LOGO HERE

Distributor
Address
Phone
email
website

Tenderer Name

Address

To Whom it may concern,

RE: *Tenderer AAAAAAAA* Distributor Accreditation / Authorisation Letter

We "*Regional Distributor*" confirm that:

- *Tenderer AAAAAAAA* is an accredited / authorised reseller and implementer of the ITSM *solution ZZZZZZZZ*
- The accreditation /authorisation is valid from "*date*" to "*date*"

Signature

Date

Print name: _____

On behalf of the Tenderer (duly authorised)

Email Address

Contact Number

LOGO HERE

Reseller
Address
Phone
email
website

Tenderer Name

Address

To Whom it may concern,

RE: *Tenderer AAAAAAAA* Reseller Accreditation / Authorisation Letter

We “*Local Reseller*” confirm that:

- *Tenderer AAAAAAAA* is an accredited / authorised reseller and implementer of the ITSM *solution ZZZZZZZZ*
- The accreditation / authorisation is valid from “*date*” to “*date*”

Signature

Date

Print name: _____

On behalf of the Tenderer (duly authorised)

Email Address

Contact Number

Schedule F.13.B: Experience in Implementation of the ITSM Solution

For each project implemented the tenderer must provide a reference letter from the client / referee as per the template below:

LOGO HERE

Client name
Address
Phone
email
website

Tenderer Name
Address

To Whom it may concern,

RE: *Tenderer AAAAAAAA* Reference Letter for Experience in Implementation of the ITSM solution

We "*client name*" confirm that:

- *Tenderer AAAAAAAA* has successfully implemented the ITSM *solution ZZZZZZZZ*
- The implementation started on *DD/MM/YYYY* and ended on *DD/MM/YYYY*

Signature

Date

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

Email Address

Contact Number

Schedule F.13.C: Experience in Maintenance & Support of the ITSM Solution
--

For each project implemented the tenderer must provide a reference letter from the client / referee as per the template below:

LOGO HERE

Client name
Address
Phone
email
website

Tenderer Name

Address

To Whom it may concern,

RE: *Tenderer AAAAAAAA* Reference Letter for Experience in Maintenance and Support of the ITSM solution

We "*client name*" confirm that:

- *Tenderer AAAAAAAA* has successfully provided Maintenance and Support of ITSM *solution ZZZZZZZZ*
- Maintenance and Support started on *DD/MM/YYYY* and ended on *DD/MM/YYYY* (or still ongoing "*at time of tender closing*")

Signature

Date

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

Email Address

Contact Number

Schedule F.13.D: Experience in implementing Organisational Change Management Projects
--

For each project provide a reference letter from the client / referee as per the template below:

LOGO HERE

Client name
Address
Phone
email
website

Tenderer Name
Address

To Whom it may concern,

RE: *Tenderer AAAAAAAA* Reference Letter for Organisational ITSM change management

We “*client name*” confirm that:

- *Tenderer AAAAAAAA* has successfully performed/conducted organisational change management resulting in successful adoption and utilisation of the implemented ITSM *solution ZZZZZZZZ*
- Organisational change management for project started on *DD/MM/YYYY* and ended on *DD/MM/YYYY* “

Signature

Date

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

Email Address

Contact Number

Schedule F.13.E: Highest number of Full System ITSM licenses issued per client

For the number of Full System Licenses issued for the ITSM Solution, provide a reference letter from the Client / referee as per the template below:

LOGO HERE

Client name
Address
Phone
email
website

Tenderer Name
Address

To Whom it may concern,

RE: *Tenderer AAAAAAAA* Reference Letter for the Number of Full System ITSM Licenses issued.

We "*client name*" confirm that we utilise Full System ITSM Licenses for *solution ZZZZZZZZ* in the license range below:

License Range	Tick applicable license range
Range 1: 1 or more but less than 100 system licenses	
Range 2: 100 or more but less than 200 system licenses	
Range 3: 200 or more but less than 300 system licenses	
Range 4: 300 or more system licenses	

Signature

Date

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

Email Address

Contact Number

Schedule F.13.F: Solution Component 1 - Service Design

The Tenderer must complete the table below for Service Design requirements for the ITSM Solution.

1. The requirements descriptions are related to Clause C.5.5.
2. Tenderers are to confirm whether their solution meets the requirements by indicating Yes/No/Partially in the table.
3. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which requirements cannot be delivered and provide a response or explanation how this can be mitigated.
4. 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.
5. Please note clause **2.2.1 Eligibility Criteria** and clause **2.3.7 Test for Responsiveness** on this matter.

PLEASE NOTE:

- *Out-of-Box* = Standard Feature for which the CCT can utilize for our requirements at no additional cost
- *Configurable* = Utilizing the Out-of-Box features to retrofit CCT requirements and processes at no additional cost
- *Custom* = Requires development to meet requirements and processes for the CCT that will have potential additional cost associated with it.

Table F.13.F Service Design

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
Service Catalogue Management	a) The solution must provide an out-of-the-box static and actionable service catalogue that allows mapping of service offerings that can be configured and re-configured as necessary to the system be as well as deliver, measure, and configure services to meet the changing needs of the business.			
	b) The solution must have the ability to configure custom forms for service catalogue items. The solution must have the ability to configure custom checklist fields and associated business rules for service catalogue items.			
	c) The solution must have the ability to provide different views of the service catalogue, such as technical service catalogue and business service catalogue.			
	d) The solution must have the ability to provide a structured content framework such as services categories, services and sub services.			
	e) The solution must have the ability to provide configurable service definition templates.			
	f) The solution must have the ability to retrieve and display services via a search engine.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	g) The solution must have the ability to create and track service requests and incidents through the service catalogue.			
	h) The solution must have the ability to publish the service catalogue.			
	i) The solution must have the ability to define new service in the pipeline and save without publishing.			
	j) The solution must have the ability to automatically approve pre-defined services which are obtained automatically.			
Service Level Management	a) The solution must have the ability to measure service quality and timelines against defined benchmarks and metrics for service targets (STs) defined in service level agreements (SLAs), operational level agreements (OLAs) and underpinning contracts (UCs) for tracking and reporting.			
	b) The solution must have the ability to define the criticality of services and incorporate this into the definition/calculation of SLA targets.			
	c) The solution must have the ability to record availability			
	d) The solution must have the ability to publish different service levels for the same service (e.g.: bronze, silver, gold, platinum levels).			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	e) The solution must have the ability to prioritise incidents, requests, problems, and changes based on operational level agreements (OLA's) and/or service level agreements (SLA's) and/or underpinning (UC's) contracts with suppliers.			
	f) The solution must have the ability to define multiple support centres/service teams/units, business working hours, and holidays.			
	g) The solution must have the ability to provide escalation notification through multiple communication channels, not limited to emails or sms, at predefined intervals.			
	h) The solution must have the ability to provide information on service target breaches in the statistical and real-time information.			

Signature

Date

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

Email Address

Contact Number

Schedule F.13.G: Solution Component 2 - Service Transition

The Tenderer must complete the table below for Service Transition requirements for the ITSM Solution.

1. The requirements descriptions are related to Clause C.5.5.
2. Tenderers are to confirm whether their solution meets the requirements by indicating Yes/No/Partially in the table.
3. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which requirements cannot be delivered and provide a response or explanation how this can be mitigated.
4. 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.
5. Please note clause **2.2.1 Eligibility Criteria** and clause **2.3.7 Test for Responsiveness** on this matter.

NOTE:

- *Out-of-Box* = Standard Feature for which the CCT can utilize for our requirements at no additional cost
- *Configurable* = Utilizing the Out-of-Box features to retrofit CCT requirements and processes at no additional cost
- *Custom* = Requires development to meet requirements and processes for the CCT that will have potential additional cost associated with it.

Table F.13.G Service Transition

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
Service Asset Management and Configuration	a) The solution must be able to integrate with incident, problem, change, service level, service asset management, service catalogue, knowledge and release management to enable the creation and maintenance of the linked relationships between configuration item (CI) Records and associated process records.			
	b) The solution must be able to record configuration item (CI) details of varying complexity as per below: <ul style="list-style-type: none"> • Hardware Configuration: This level includes hardware-specific configuration items, such as BIOS settings, hardware drivers, and firmware updates. • Operating System Configuration: This level includes Windows specific configuration items, such as registry settings, group policy settings, and Windows updates. • Application Configuration: This level includes application specific configuration items, such as application settings, configuration files, and application updates. 			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	<ul style="list-style-type: none"> Security Configuration: This level includes security-specific configuration items, such as firewall settings etc. 			
	c) The solution must have the ability to support asset acquisition – procurement, configuration and warranty tracking with a lifecycle management approach.			
	d) The solution must have the ability to manage all IT related CIs through their lifecycle.			
	e) The solution must have the ability to record/tag vendor and manufacturer information as part of the CI information.			
	f) The solution must have the ability to automatically discover, populate and verify CI Information including the relationships between CI's.			
	g) The solution must have the ability to discover, verify, record, and control all configuration items (CI's) e.g. hardware and software through their entire lifecycle.			
	h) The solution must be able to identify and record software information such as applications installed, service packs, updates and license support.			
	i) The solution must be able to link CIs to owners, locations, and departments.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	j) The solution must be able to integrate into the CCT corporate asset management system with an ability to add additional attributes.			
	k) The solution must be able to create inventory reports with information such as trends and distribution.			
	l) The solution must have the ability to view and link all tickets for a specific CI.			
Change management	a) The solution must have the ability to approve, record, postpone, reject and cancel request for changes.			
	b) The solution must have the ability to configure workflow features and tasks for change assessment and approvals (based on defined criteria) with inbuilt approvals/rejections.			
	c) The solution must be able to sort/filter changes by priority.			
	d) The solution must have the ability to plan change releases with the ability to include the necessary roll back plans and procedures.			
	e) The solution must have the ability to monitor the change request life cycle.			
	f) The solution must have the ability to schedule all future planned changes that should be presented in a calendar view.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	g) The solution must have the ability to automatically assign change request tasks through workflow routing.			
	h) The solution must have the ability to automatically route request for changes to appropriate authorisation bodies and predefine or categorize a change, by change type, impact and risk, to define the priority of the change.			
	i) The solution must have the ability to allow us to record and attach predefined criteria and information and supporting documentation relating to the change to allow the change authority to evaluate the change.			
	j) The solution must have the ability to capture planning and scheduling of all tasks and personnel associated with the request for change.			
	k) The solution must be able to record and track the planning, management and successful rollout and roll back of approved changes.			
	l) The solution must be able to record the post-implementation review (PIR) for all unsuccessful changes for future reference and use.			
	m) The solution must have the post-implementation review template that is customisable.			
	n) The solution must have the ability to workflow a post-implementation review template up to approval.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	o) The solution must have the ability to manage the use of CI baselines through the configuration management database (CMDB).			
	p) The solution must have the ability for the proposed change to be sent to predefined people/teams (CI owners) to be checked and released/updated.			
	q) The solution must have the ability to relate a change request to a CI (QA, Production, development etc.).			
	r) The solution must have the ability to cater for multi-level change authorities.			
	s) The solution must be able to create and allocate multiple tasks to the various technical teams to perform any work on complex changes which might require more than one resource.			
Knowledge management	a) The solution must have the ability to configure and categorise content in the knowledge base as frequently asked questions (FAQ's) and / or checklists.		Essential to test	
	b) The solution must have the ability to conduct fast knowledge searches using the criteria e.g. keywords contained within an article.		Essential to test	
	c) The solution must have the ability to conduct searches based on but not limited to, keywords, Boolean string or string of characters with wild cards.		Essential to test	

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

Signature

Date

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

Email Address

Contact Number

Schedule F.13.H: Solution Component 3 - Service Operation

The Tenderer must complete the table below for Service Operations requirements for the ITSM Solution.

1. The requirements descriptions are related to Clause C.5.5.
2. Tenderers are to confirm whether their solution meets the requirements by indicating Yes/No/Partially in the table.
3. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which requirements cannot be delivered and provide a response or explanation how this can be mitigated.
4. 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.
5. Please note clause **2.2.1 Eligibility Criteria** and clause **2.3.7 Test for Responsiveness** on this matter.

PLEASE NOTE:

- *Out-of-Box* = Standard Feature for which the CCT can utilize for our requirements at no additional cost
- *Configurable* = Utilizing the Out-of-Box features to retrofit CCT requirements and processes at no additional cost
- *Custom* = Requires development to meet requirements and processes for the CCT that will have potential additional cost associated with it.

Table F.13.H Service Operation

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
Service Request Management	a) The solution must have the ability to change a service request form based on the service item, without any programming for populating specific field for data capture.			
	b) The solution must provide a workflow tool to define services from initial request to fulfilment.			
	c) The solution must have the ability to automatically assign tickets to support staff based on classification availability, roster, holiday calendar, and approved leave.			
	d) The solution must allow for one or multiple approvals as part of the request fulfilment process			
	e) The solution must have the ability to automatically create new tasks when the service request status changes to a specific state.			
	f) The solution must have the ability to configure request models for common requests, with auto multiple tasks initiation, when one service request is raised to automate complex requests e.g. server decommissioning process.			
	g) The solution must allow for the nomination of an alternate approver and implementer without changing the workflow.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	h) The solution must have the ability to send escalation alert messages for functional and hierarchal escalation at predetermined intervals.			
	i) The solution must have the ability to track compliance with service level agreements (SLAs).			
	j) The solution must have configurable workflows for routing assignments as per pre-defined business assignments/tasks.			
	k) The solution must have the ability to automatically create and assign work orders or tasks in order to fulfil a service request.			
	l) The solution must have the capability to create multiple service requests linked to a single Parent Ticket to allow for end-to-end reporting of a service request throughout its lifecycle until resolution.			
Incident management	a) The solution must have the ability to change an incident form without any programming to populate specific field for data capture.			
	b) The solution must have controls to open, modify, change status to "on hold", close and re-open incidents based on pre-established conditions using console or self-service portal for both internal employees and end users.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	c) The solution must support matching of incident records, related problem records, known error records and relevant knowledge articles to assist service desk staff and/or for self-help end users.			
	d) The solution must have the ability to automatically trigger actions as per the underlying workflow when service level agreements (SLAs)/predefined thresholds are reached.			
	e) The solution must have incident templates to easily handle recurring incidents, with steps to be taken, sequence of actions, timescales and thresholds, and automatic escalation.			
	f) The solution must have multi-level hierarchical category fields to record the type of incident at opening, during the call, and at closing.			
	g) The solution must be able to assign an initial priority to incidents based on impact and urgency according to pre-established conditions e.g. P1/P2 (service level agreements, business services impacted, level of service disruption etc.).			
	h) The solution must have the ability to allow for the capturing of free rich text and attach multiple files and or artefacts for the recording of incident descriptions and resolutions.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	i) The solution must be able to automatically populate, and route incidents based on categorization, to support staff and/or groups.			
	j) The solution must be able to automate notifications (communication to relevant parties) e.g. emails and SMS etc.			
	k) The solution must have the ability to route escalations based on service /operational level targets and Service Provider underpinning contracts at pre-defined thresholds.			
	l) The solution must have ability to close multiple incidents of same nature with a parent child relationship.			
	m) The solution must have the ability to record incident time stamps (e.g. total time to resolve, time between status changes and assigned between teams etc.).			
	n) The solution must have the ability to provide incident trend analysis.			
	o) The solution must have the ability to perform closure of incidents by utilising customisable incident closure codes e.g. closure categorisation, root cause, and work around.			
	p) The solution must have the ability to facilitate the closure of all incidents when the associated problem, known error and change record is closed.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	q) The solution must have the ability to link a CI to an incident.			
	r) The solution must allow notification of high priority incidents to multiple associates (support groups) e.g. SMS, emails.			
	s) The solution must support automatic notifications and escalation of unresolved incidents in relation to call statuses and service level agreements and / or operation level agreements parameters and UCs.			
	t) The solution must allow the change of service level agreement and/or priority of an incident at any given time.			
	u) The solution must track changes applied to priority (impact and urgency).			
	v) The solution must be able to change a service request to an incident and vice versa			
	w) The solution must record full history audit for the incident life cycle.			
	x) The solution must be able to create and allocate multiple tasks to the various technical teams to perform any work to resolve an incident.			
Problem management	a) The solution must have the ability to record known errors in a known error database (KEDB).			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	b) The solution must have the ability to route and assign problem records to pre-defined user groups.			
	c) The solution must have the ability to assign impact and urgency codes to problem records.			
	d) The solution must have the ability to track and monitor problem resolution status.			
	e) The solution should have the ability to escalate/notify pre-defined teams/individuals when the "Root cause identified/Error identified" status has breached a pre-defined time limit.			
	f) The solution must have the ability to support sequential recording of diagnostic actions e.g. activities, troubleshooting, investigation and symptoms of the fault.			
	g) The solution must have the ability to provide incident trending for pro-active problem identification in relation to historical and related incident tracking.			
	h) The solution must have the ability to integrate into knowledge management to support investigations, diagnoses, root cause analysis techniques, and creating or updating workarounds, temporary fixes and resolutions.			
	i) The solution must have the ability to associate and maintain relationships between incidents,			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	known error records and requests for change (RFCs) and CIs.			
	j) The solution must have built-in root cause analysis templates that are customisable			
	k) The solution must have the ability to workflow a root cause analysis template.			
	l) The solution must have the ability to automatically record successful problem resolution information.			
Event management	a) The solution must have the ability but not limited to (via existing monitoring tools): <ul style="list-style-type: none"> • Automatically create a ticket e.g. incidents, problems, change requests and requests etc. • Auto-prioritise based on monitoring alerts. • Provide workflows. • Automate notifications (communication to relevant parties e.g. emails and SMS). 			

Signature

Date

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

Email Address

Contact Number

Schedule F.13.I: Solution Component 4 - General

The Tenderer must complete the table below for General requirements for the ITSM Solution.

1. The requirements descriptions are related to Clause C.5.5.
2. Tenderers are to confirm whether their solution meets the requirements by indicating Yes/No/Partially in the table.
3. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which requirements cannot be delivered and provide a response or explanation how this can be mitigated.
4. 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.
5. Please note clause **2.2.1 Eligibility Criteria** and clause **2.3.7 Test for Responsiveness** on this matter.

PLEASE NOTE:

- *Out-of-Box* = Standard Feature for which the CCT can utilize for our requirements at no additional cost
- *Configurable* = Utilizing the Out-of-Box features to retrofit CCT requirements and processes at no additional cost
- *Custom* = Requires development to meet requirements and processes for the CCT that will have potential additional cost associated with it.

Table F.13.I General

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
General	a) The solution must support the Information Technology Infrastructure Library (ITIL) framework.			
	b) The solution must cater for the following minimum processes: <ul style="list-style-type: none"> • Service catalogue management • Service level management • Service asset and configuration management • Change management • Release and deployment management • Knowledge management • Service request management • Incident management • Problem management • Event management • Reporting • Integration • Mobile application for IT support staff • End user self-service front end. 			
	c) The solution must be aligned to the industry accepted standards such ITIL framework and the ISO20000 standards.			
	d) The solution must have an end-user self-service portal.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	e) The solution must include a configuration management database (CMDB) built in.			
	f) All functionality associated with the self-service solution must be accessible in a user-friendly manner on mainstream mobile devices and their associated operating system (Android and iOS).			
	g) The self-service solution must not store any data on the mobile devices and must only be accessible when connected online (no off-line access, storage or application caching).			
	h) The end-user self-service front-end must at a minimum allow end-users to: <ul style="list-style-type: none"> Logging of incidents Logging of service requests (e.g. new users, hardware requests, telephony applications, etc.) Tracking of logged calls. 			
	i) The solution should have a mobile application for CCT IT Staff (service agents, support technicians, administrators, etc.) to perform full range of ITSM functions via their mobile devices.			
	j) The solution must have customisation capabilities without any development for example to add fields to screens, new forms and/or views.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	k) The solution must be presented in the English language.			
	l) The solution must cater for South African local calendars.			
	m) The solution must allow for Unicode.			
	n) The solution must provide a secure historical audit and transactions logs of all call interactions.			
	o) The solution must have the capability for reporting: <ul style="list-style-type: none"> • Out of the box reporting. • Customisable reports without development. • Development of non-standard reporting to meet specific requirements. • Active real-time dashboards that is visual and easy to understand. 			
	p) The solution must have the ability to export reports to spreadsheets, csv, pdf, etc.			
	q) The solution must have the ability to automatically and manually send scheduled reports to a target audience.			
	r) The solution must have the ability to provide trend analysis and analytical reports.			
	s) The solution must have the ability to create and change reports easily using a guided assistant			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	for ease of use to configure, preview, edit and share.			
	t) The solution must have the ability to create surveys (standard and custom) and automatically send to end users.			
	u) The solution must be scalable and cater for multi-tenancy.			
	v) The solution must have ability to archive closed records to improve system performance.			
	w) The solution must have high availability and fail-over.			
	x) The solution must have the ability to create and distribute work schedules to individuals and groups or teams.			
	y) The solution (including mobile applications) must support integration to ILM (Identity lifecycle management).			
Reporting	a) The solution must have the ability to dynamically report e.g. drag & drop reports – Operational report Examples (not limited to): <ul style="list-style-type: none"> • Total problem records (PR's) vs service records (SR's). • Total PR vs Service. • Active Calls Report. • 2nd Line Resolved calls. 			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	<p>b) The solution must have the ability to dynamically report e.g. drag & drop reports –</p> <p>Proactive report Examples (not limited to):</p> <ul style="list-style-type: none"> • Service level agreements, thresholds notification reports • Change management trends. • Warranty expiry status. • Age analysis. 			
	<p>c) The solution must have the ability to dynamically report e.g. drag & drop reports –</p> <p>Management report Examples (not limited to):</p> <ul style="list-style-type: none"> • Real time dashboards inclusive of graphical formatting • Dashboards that will cater for various audiences for example executive overview of ITSM calls; team lead and/or manager view in to calls for their Branches and/or sections etc. • Monthly operational reports depicting trends and other metrics. • Service level agreements and operational level reports on system and interdepartmental performance. 			
Integration	<p>a) The solution must have the ability to integrate with monitoring tools and have the ability for auto ticket creation and closure where the</p>			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	“event / incident / problem / change” has been resolved in the outside application based on alerts from monitoring tools and 3rd party applications.			
	b) The solution must have the ability to integrate with communication gateways for sending alerts and notifications to specified user groups (end users, IT administrators, service teams, etc.).			
	c) The solution must be able to be integrated via their own application programming interface (API) with the future employee mobile application.			
	d) Integrate into System Center Configuration Manager (SCCM) or replacement product for Microsoft management, deployment and security of devices/ applications.			
	e) Integrate into System Centre Operation Manager (SCOM) or replacement product for Microsoft Server monitoring			
	f) Integrate into DX Net Ops Spectrum or replacement product for Network element monitoring / Event management.			
	g) Integrate into Schneider Electric Ecostruxure or replacement product for Data Centre infrastructure monitoring.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	h) Integrate into McAfee Enterprise Security Management & McAfee SIEM or replacement product for Security incident and event management			
	i) Integrate into Tenable SC & Tenable IO or replacement product for Vulnerability management.			
	j) Integrate into Ansible or replacement product for Unix environment.			
	k) Integrate into Email (Microsoft 365).			
	l) Integrate into Microsoft Entra ID (Azure Active Directory) or replacement product for Single Sign-on.			
	m) Integrate into Infobip or replacement product for SMS.			
	n) Integrate into SAP Data and Analytics / Jasper or replacement product for Analytics reporting.			
	o) Integrate into ECC6 or replacement product SAP S/4HANA for Asset management			
	p) Integrate into SharePoint apps.			
	q) Integrate into Records and Document Management System or replacement product.			
	r) Integrate into SAP SOLMAN or SAP replacement product for SAP Release management			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	s) Integrate into SAP Service Cloud for SAP CRM			
	t) Integrate into HCM (SAP Success Factors) for employee master data			
	u) Integrate into Microsoft Azure DevOps.			
	v) Integrate into MITEL or replacement product for contact centre Telephony.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
Mobile applications for IT Support Staff	a) The solution must allow support staff to create, update, transfer, close and monitor requests for incidents, service requests, etc.			
	b) The solution must allow support staff to add notes or comments to a request at any time until it is closed.			
	c) The solution must allow support staff to attach artefacts to an incident or service request.			
	d) The solution must allow support staff to search a knowledge base solution using multiple search criteria.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	e) The solution must allow support staff to view news, frequently asked questions (FAQ's) and system outages information.			
End User Self-service front end	j) The solution must allow end users to create requests for incidents, service requests.			
	k) The solution must allow end users to check the status of incidents and request tickets.			
	l) The solution must allow end users to monitor active requests and incidents.			
	m) The solution must allow end users to add notes or comments to a request at any time until it is closed.			
	n) The solution must allow end users to create new service requests and incidents from within an incident and service request.			
	o) The solution must allow end users to attach artefacts related to an incident or service request.			
	p) The solution must allow end users to search a knowledge base solution using multiple search criteria.			
	q) The solution must allow end users to view news, frequently asked questions (FAQ's) and system outages information.			

Requirement Category	Requirement Description	Solution meets requirement: Yes / No / Partial	Comment / Mitigation	*Out-Of-Box/ Configurable/ Custom
	r) The solution must allow end users to respond to published surveys as part of continual service improvement.			

Signature

Date

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

Email Address

Contact Number

Schedule F.13.J: Project Plan

Tenderers are to include a detailed implementation project plan in line with the CCT methodology. Refer to Schedule C.5 (Specifications), **clause C.5.7.2. Project Implementation Approach**.

Signature

Date

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

Email Address

Contact Number

Schedule F.13.K: Training Catalogue

Tenderer to provide OSM Training Catalogue including pricing per course.

Signature

Date

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

Email Address

Contact Number

Schedule F.13.L: OSM Pricelists
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Tenderer to provide OSM Pricelists.

Signature

Date

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

Email Address

Contact Number

Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
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AMPTELIKE KWITANSIE
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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
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(Geldig alleenlik indien deur
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GL DATA CAPTURE RECEIPT (CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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www.capetown.gov.za

Making progress possible. Together.

APPENDIX A: IT Architecture Tender Standards

1. General Architectural Standards

Current City of Cape Town's Information Technology Environment:

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

The table below lists the CCT landscape that supports our core and unstructured business processes. The versions specified can be regarded as the lowest minimum version. Later versions may have been installed since this document was written.

Domain	Software Vendor	Current Standards (Minimum)
Operating System	Microsoft Server	MS Windows Server 2019
	SAP	IBM AIX 7.3 (minimum standard)
		SUSE Linux Enterprise Server 15 (minimum standard) RedHat Linux RHEL9
	ArcGIS	ArcGIS version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.
Database	Microsoft	MS SQL 2019
	SAP	Oracle 19C. as the minimum standard
		SAP HANA 2.0 SP03 (minimum standard)
	ArcGIS	ArcGIS geodatabase version 10.7.1
Hardware Server Virtual Machines (Non - SAP Applications and Databases are hosted in the Virtual)	Microsoft	Microsoft Hyper -V
	SAP	IBM Power Series 10 Virtual Machine
	ArcGIS	ArcGIS version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.
Server Management	Microsoft	System Centre Suite 2016 (Configuration Manager, Operations Manager, Endpoint Protection and Virtual Machine Manager)
	SAP	SAP Solution Manager 7.2
	ArcGIS	Internal facing applications and solution for version 10.7.1 EPIC ring fenced systems for version 10.7.1 External facing applications and solutions for versions 10.7.1 (minimum standard) - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.

Domain	Software Vendor	Current Standards (Minimum)
Security and Business Continuity	Data protection	Veritas NetBackup 9.1
	SAP	See authorisation Section below
	ArcGIS Server	ArcGIS version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.
Authorisation and Authentication	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)
	SAP	SAP ABAP NetWeaver Authorisation SAP Business Objects Authentication SAP HANA Enterprise Authentication & Authorisation SAP Cloud Identity Authentication & Authorisation
	ArcGIS Portal	Named User Authentication 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.
Portal / Web Hosting	Microsoft	Windows 2019+ Server Running IIS 8.5 as the minimum standard
	SAP	SAP Java NetWeaver Portal SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP) HTTPS Tomcat - latest secure version (eg. 8.5.X or 9.0.X etc) in the series that is available as the minimum standard
	ArcGIS	ArcGIS Portal Version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.
Program Development	Microsoft	.NET 4.7.1 (minimum standard)
	SAP	SAP ABAP NetWeaver 7.4 SAP HANA 2.0 Enterprise Platform SAP Business Objects 4.n
	ArcGIS	JavaScript ArcGIS API for JavaScript 3.x/4.x ArcObjects C# SDK 10.7.1 ArcGIS Pro SDK, WCF and Web API Services, REST .NET 4.7.1 (Minimum Standard) ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.
Middleware / Integration	Microsoft	ASP.NET, MVC Web API, WCF Web Services (WDSL & JSON/XML REST)
	SAP	SAP Process Orchestration NetWeaver 7.5 (minimum standard)

Domain	Software Vendor	Current Standards (Minimum)
		GEO.e – Integration of Transport assets with SAP PM and FI
	ArcGIS	Esri Mediator – Integration of PVC objects with SAP LUM ArcGIS Desktop 10.7.1 AddIns ArcObjects C# SDK 10.7.1 ArcGIS Pro SDK AddIns Web API WCF GIS iSAP Portal ArcGIS API for JavaScript 3.x/4.x ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.
Front End Services and Endpoint computing	Microsoft	Windows 10 64-bit Professional – changing to Windows 11 in the coming years through the CAR Project. Office Professional Plus 2016 as the minimum standard {Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader, SharePoint Workspace} – changing in the coming years through the CAR project to Office 365. MS Edge Chromium as the minimum standard browser Exchange 2016 (Email) – changing to Office 365 through the CAR Project. Skype for Business 2016 - Instant Messaging, Video Conferencing (minimum standard) – changing to Teams and Office 365 over the coming years through the CAR Project. SharePoint 2016 (minimum standard)
	SAP	SAP GUI 8.50 (minimum standard) SAP Netweaver 7.5
	ArcGIS	ArcMap 10.7.1 Suite- ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025. ArcGIS Pro 2.92 (minimum standard)
Supported File transfer Protocols		Secure File Transfer Solution (SFTP), FTPS
Anti-virus software		Trend Micro Smart Protection Complete Suite as the minimum standard
Records Management	SAP	Public Sector Records Management SAP NetWeaver 7.4
Mobile field devices	Android	Android 4.4.4 operating system (minimum standard) Android 10 (and above is not supported at present)

Domain	Software Vendor	Current Standards (Minimum)
	SAP	SAP Afaria 7 mobile management system (minimum standard) UI5 Agentry FIORI
Open Source	Operating System	RedHat Enterprise Linux (RHEL) 7.5 SUSE Linux Enterprise Server 12 SP4
	Database	MariaDB 10 (minimum)
	Web hosting	Apache 2.4 (minimum) Tomcat 8.5 (minimum)
	Virtualisation	Oracle Virtualbox 5 (minimum)
	Developing kit	OpenJDK
Cybersecurity, Fixed Networks Security	Firewalls	Palo Alto
	Proxy	Citrix ADC

2. Minimum Network Standards

The City of Cape Town's minimum standards are defined as follows:

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

3. Minimum Desktop Hardware Standards

The City of Cape Town's minimum desktop hardware specifications are defined as per the table below:

Component	Standard
Processor	Intel® Core™ i5-8500
Memory	8GB
Chip Set	Q370 (Latest Intel AMT 9.0 with full Intel® vPro™ manageability)
Windows Operating System	Windows 10 Professional Edition
Hard Drive	320GB HDD
Graphics	Intel HD 4600
Memory Slots	2

4. Mandatory and Compulsory Standards

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that MUST be complied with. These mandatory standards are defined as follows:

- a) IP protocol only on the network.
- b) The use of Secure Transport Layer Security (TLS) version 1.2 between all application components.
- c) Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
- d) Separate database and application server architecture.
- e) ODBC or OLEDB connections between applications and databases.
- f) Full relational database design, using stored procedures.
- g) All DLLs must be wrapped as COM+ objects (preferably written in .NET).
- h) Minimum requirement .Net Framework to be used version 4.7.1 in order to fully support TLS version 1.2.
- i) Scheduled events via DTS on SQL Server.
- j) Application security (e.g. user accounts) at the application or database level (not at the OS level).
- k) Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only).
- l) Solution must function within a Microsoft Managed Environment.
- m) PC thick clients must not function requiring administrative rights.
- n) PC thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked-down managed personal computers.
- o) Solution interfaces with SAP must be SAP architectural compliant (preferably certified).
- p) All confidential data must be encrypted and comply with POPIA/GDPR standards where required.
- q) No direct connections to the internet will be permitted. In the case where a web application needs access to the internet it will only be permitted via an HTTPS proxy.
- r) Outbound internet connections allowed via proxy only on HTTPS on port 443.
- s) Webserver Software (Tomcat/Apache etc.) must have all vendor provided security patches to known CVEs applied.
- t) All open source components / dependencies used by applications must comply with all/if any licensing requirements.
- u) Industry IT governance and best practises must be adhered to e.g. COBIT, Microsoft Technet etc.
- v) The City of Cape Town's IT password management Standard Operating Procedure to be adhered to where applicable.
- w) The City of Cape Town's IT Network Access Standard Operating Procedure to be adhered to where applicable.
- x) Ensure that industry best practises are followed regards to general Change and/or User Management processes.
- y) Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK or licensing must be provided by the service provider.

5. Optional Preferred Standards

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that is optional and preferred standards. These preferred standards are defined as follows:

- a) Application Solutions hosted on Microsoft Platforms.
- b) Web applications rather than thick client/server applications.
- c) If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI).
- d) Application architecture to be modular, and –tiered.
- e) Version control to be used for all application layers, and release management to include detailed release notes.
- f) The ability to co-exist with other 3rd party applications on the same hardware.
- g) Application solutions not hosted on Microsoft platforms but on platforms such as Linux will be reviewed and considered based on the proposal put forward and as it complies with the requirements above.
- h) Hardware, Application, Data, Web services and any form of license verification and authentication must be hosted and conducted On Premises.
- i) Java supported is per the following:
- j) Primary - 100% Open JDK free version as latest as possible.
- k) Tertiary - Only <1% devices to contain commercial Java flavour / Run Time (Oracle or any other commercial provider) vendor must submit as a line item e.g. Library application.
- l) Java supported is per the following:
- m) The City of Cape Town's preference is to use the latest Open JDK free version. At present, the City of Cape Town has Open JRE xxx installed on all windows machines in the path \\..... The tenderer must be aware that the City of Cape Town will continually update the version of Open JDK to keep its cyber security posture up to date. As a supplier you are expected to do the same and the City of Cape Town will not be liable if you fall behind our Open JRE version levels.
- n) Alternately, any commercial Java / Run Time (be it Oracle or any other commercial provider) can be used, as long as the vendor provides this commercial version as part of the cost of its tender submission. The onus is on the vendor to continually update their commercial version of Java in order to ensure that the City of Cape Town keeps its cyber security posture up to date. Any negative audit findings will be for the supplier account to remedy.

6. Unsupported Standards

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that are EXPLICITLY NOT SUPPORTED. These standards are defined as follows:

- a) Active X Controls – the managed desktop environment does not permit these.
- b) Mapped Network Drives or UNC paths between workstations and application servers.
- c) Mapped Network Drives between application/web/database servers.
- d) Mapped Network Drives or UNC paths between workstations.
- e) IP addressing - use DNS addressing instead.
- f) Application and database on the same server.
- g) Microsoft Access developed applications local or on a server.

- h) Applications written in such a manner whereby usernames and password are embedded in the application code.
- i) Thin client solutions such RDS and Terminal Servicer.
- j) Oracle Java JDK or SE not supported.

7. On-Premise vs Cloud Standards

- a) The City of Cape Town's Information Systems and Technology (IS&T) department's position on cloud is: "Cloud Appropriate".
- b) Not Cloud First, nor Cloud Last.
- c) Cloud can also be called by another name "Outsourcing". When the City of Cape Town considers Cloud proposals the City of Cape Town has to balance the perceived benefits of Cloud with the hidden costs and risks of Outsourcing.
- d) The City of Cape Town's long standing On-Premise model is well understood, institutionalised, costed and staffed.
- e) The "Cloud Appropriate" strategy allows the City of Cape Town to consider On-premise/In-House (well understood), Cloud/Outsourcing (uncharted terrain) and Hybrid (highest complexity) Solutions/Proposals.

8. On-Premise

The following points are to be consider and described in On-Premise proposals:

- a) Level 1 Data Centre Hosting – The lowest level of On-Premise is Environmentals and physical security provided by the City of Cape Town in its data centres.
- b) Level 2 Server and Storage provision – using the IT department's transversal tenders, equipment can be provided, installed and maintained by the City of Cape Town; alternately to be provided by yourself the Service Provider and managed as a black box environment.
- c) Level 3 Operating System provision - using the IT department's transversal tenders, selected operating systems can be provided, installed and maintained by the City of Cape Town, alternately to be provided by yourself the Service Provider and managed as a black box environment.
- d) Level 4 Database System provision - using the IT department's transversal tenders, selected database systems can be provided, installed and maintained by the City of Cape Town; alternately to be provided by yourself the Service Provider and managed as a black box environment.
- e) Level 5 Application System provision – to be provided by yourself as the Service Provider.
- f) Data Backups and Recovery – will be provide by the City of Cape Town at each level where the City of Cape Town is the provider; whatever resides in the black back box is for the Service Provider to back-up and recover.

9. Cloud

The following points are to be considered and described in Cloud proposals:

9.1 Data and Intellectual Property:

- a) Ownership of the City of Cape Town's Data and Intellectual Property will always reside with the City of Cape Town.
- b) Data Access
 - I. Upon termination of the contract how will the City of Cape Town's data be made available to the City?
 - II. For the duration of a contract will you provide a daily copy of the City of Cape Town's data to the City to be hosted and productively accessed from the City's on premise data centres? (providing a binary blob is the very opposite of "productively accessed")
 - III. Post the termination of the contract will the data provided in i. and ii. continue to be productively available to the City of Cape Town and no extra cost in a perpetual read only type licence?

9.2 Service Provider Transition

- a) Upon termination of the contract how will you the incumbent Service Provider transition to the City of Cape Town's replacement Service Provider, with minimal impact and cost to the City's operations?
- b) How long will this transition take?
- c) What will the cost of this transition be?

9.3 Security

- a) What steps will you take to secure the City of Cape Town's data and systems provided by your cloud solution?
- b) What security standards will you comply with?
- c) How frequently will you update your security posture e.g. apply patches?
- d) How will you respond to security breaches and how long will you take to remedy security breaches?

9.4 Audit

- a) What audit steps will you take to provide assurance on the City of Cape Town's data and systems provided by your cloud solution?
- b) Will you be appointing an independent audit service provider to audit City of Cape Town's data and systems provided by your cloud solution?
- c) What audit standards will you comply with?
- d) How frequently will you or your independent audit service provider audit the City of Cape Town's data and systems provided by your cloud solution?
- e) Will you allow the City of Cape Town's auditors to the City's data and systems provided by your cloud solution?
- f) How will you respond to audit findings and how long will you take to remedy such audit findings?

9.5 System Performance

- g) What steps will you take to ensure the system performance of City of Cape Town's systems provided by your cloud solution?
- h) Will you be making any guarantees about system performance?
- i) Will you be making any guarantees about system uptime and availability?
- j) How and how frequently will you be reporting on system performance and uptime?
- k) How will you remedy problems with system performance and uptime?
- l) How quickly will you remedy problems with system performance and uptime?