


TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 182

TENDER NO:	386S/2021/22
TENDER DESCRIPTION:	SUPPLY, INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION FOR THE CITY OF CAPE TOWN
CONTRACT PERIOD:	FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2028

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 10 AUGUST 2022

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 175

TENDER FEE: **R200.00** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	24 June 2022
SITE VISIT/CLARIFICATION MEETING	:	14 July at 10:00 (Compulsory)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Banqueting Hall, 5 th Floor Podium Block, Civic Centre as well as via Skype on the link below: https://meet.capetown.gov.za/kashiefa.ally/RWP7KFGQ
TENDER BOX & ADDRESS	:	<p>Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p> <p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement TENDER NO. 386S/2021/22: SUPPLY, INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION FOR THE CITY OF CAPE TOWN the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.</p> <p>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.</p>
CCT TENDER REPRESENTATIVE	:	Email: CAR.Tenders@capetown.gov.za

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at Popia@capetown.gov.za.

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

- that the tenderer 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;

- to the collection and processing of the tenderer'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;
- that the personal information the City of Cape Town collects from the tenderer or about the tenderer 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;
- that, the tenderer 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 tenderer or the tenderer's employees', representatives' and/or sub-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- to the disclosure of the tenderer'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);
- that, under POPIA, the tenderer 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
- that under POPIA, subject to applicable law, the tenderer 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.

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

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

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

If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be for a period of **five (5) years, but not exceeding 5 financial years** from the commencement date of the contract, not exceeding 30 June 2028. It is the intention of the City of Cape Town to award this tender subject to application of Section 33 of the Local Government Municipal Finance Management Act 56 of 2003, for 5 (five) years, whereby this tender will be valid for a period longer than the regulatory condition of only three (3) financial years. The tender will be valid for the initial period of 3-years but not exceeding the 3rd financial year from contract commencement date. Thereafter, an additional 2-year term will apply subject to the City of Cape Town's Council approval and successful application of the MFMA Section 33 process during the award phase of the tender.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

- v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

Protection of Personal Information

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') and Privacy Notice that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy and/or Privacy Notice which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to these documents contained on the Employer's website. The latest version of the document can be found in URL below:

<https://resource.capetown.gov.za/documentcentre/Documents/Bylaws%20and%20policies/Supply%20Chain%20Management%20Policy.pdf> ‘

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

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

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

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

2.2.1.1.4 OSM Accreditation/ Authorisation

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

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

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

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

2.2.1.1.5 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive. **In order for the Bid Evaluation Committee to score the offers submitted; tenderers MUST complete Schedules 15B, 15C, 15D, 15E, 15F, 15G, 15 H and 15I of the tender.**

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

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

Item	Evaluation Criteria	Applicable values	Points	Weight
2.2.1.1.5.1	<p>Experience of the Tendering Entity providing Productivity Solutions</p> <p>Tenderer to demonstrate knowledge and experience in supply, implementation, transitioning, maintaining and supporting Productivity Solutions for both the Core and Back End solutions.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of a volume report from the manufacturer, reference letters on the referee's letterhead specifying the details and scope of the Productivity solution, Role performed (Main Contractor, Sub-Contractor, etc.), the number of continuous years they have been actively receiving the Productivity solution from the tenderer, as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the cumulative number of years providing Productivity Solutions, as confirmed in the evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 15B: Information to Be Provided with The Tender.</p>	<ul style="list-style-type: none"> • 0 years • > 0 and < 5 years • ≥ 5 and < 10 years • > 10 years 	<p>0 points</p> <p>10 points</p> <p>15 points</p> <p>20 points</p>	20 Points
2.2.1.1.5.2	<p>Size of Implementation where a Productivity Solution (Core and Back end) has been implemented by the Tendering Entity</p> <p>Tenderer to demonstrate the size of the implementation (end-users) where a Productivity solution has been implemented at their clients, indicating the number of end-users.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of end-users, as well as all the referee's contact details.</p> <p>Scoring will be based on the cumulative number of end-users, as provided in the evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 15C: Information to Be Provided with The Tender.</p>	<ul style="list-style-type: none"> • < 500 end-users • ≥ 500 but < 10 000 end- users • ≥ 10 000 but < 20 000 end-users • ≥ 20 000 and < 30 000 end-users • > 30 000 end-users 	<p>0 points</p> <p>4 points</p> <p>10 points</p> <p>16 points</p> <p>20 points</p>	20 Points

2.2.1.1.5.3	<p>Operational Experience of the Tendering Entity</p> <p>Tenderer to demonstrate relevant experience as per the Specification; in post implementation software maintenance and support of a Productivity Solution (Core and Back end) for their clients. The scope and requirements for Implementation as well as Maintenance and Support are provided in Section 13.6.2 and 13.6.4 respectively, in the specifications section.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, specifying the number of years providing operational maintenance and support, Role performed (Main Contractor, Sub-Contractor, etc.), as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the cumulative number of the years, as confirmed in the provided evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 15D: Information to Be Provided with The Tender.</p>	<ul style="list-style-type: none"> • 0 years • > 0 and < 5 years • ≥ 5 and < 10 years • > 10 years 	<p>0 points 10 points 15 points 20 points</p>	20 Points
2.2.1.1.5.4	<p>Comparable Project / Client</p> <p>Tenderer to demonstrate where Productivity solutions (Core and Back-end) have been implemented by the tendering entity within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Refer Section 13.1 in specifications for the overview of the City's environment.</p> <p>Tenderers must provide verifiable evidence. This evidence may be in the form of references, identifying the client indicating the size of the organisation in terms of number of system users, Role performed (Main Contractor, Sub-Contractor, etc.), where a Productivity solution was implemented within the last 5 years, or where implementation is still in progress as well as all the referee's verifiable contact details. Clearly identify if the client is a Public Sector client.</p> <p>Scoring will be based on the number of clients, as confirmed in the evidence. For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of 20 000 system users. A Project / Client with less than 20 000</p>	<ul style="list-style-type: none"> • 0 clients • < 3 clients • ≥ 3 but < 5 clients • ≥ 3 but ≤ 5 clients with at least 1 client in the Public sector • > 5 clients • > 5 clients with at least 1 client in the Public sector 	<p>0 points 4 points 8 points 12 points</p> <p>16 points 20 points</p>	20 Points

	<p>system users will therefore not be scored. This excludes clients within the Public Sector.</p> <p>Please respond to this functionality requirement and provide evidence to your response in Schedule 15E: Information to be Provided with The Tender.</p>			
2.2.1.1.5.5	<p>Previous Implementation Project Value of projects implemented by the Tendering Entity</p> <p>Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting a Productivity Solution (Core and Back-end) within the last 5 years. Refer to Section 13.1 in the specifications for the overview of the City's environment.</p> <p>The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project, name of the client and verifiable contact details.</p> <p>Scoring will be based on the cumulative value of the completed and projects in progress within the last 5 years.</p> <p>Please respond to this functionality requirement and provide evidence to your response in Schedule 15F: Information to Be Provided with The Tender.</p>	<ul style="list-style-type: none"> • R0 • < R25M • ≥ R25M and < R50M • ≥ R50M and < R75M • ≥ R75M and ≤ R100M • > R100M 	<p>0 points</p> <p>4 points</p> <p>8 points</p> <p>12 points</p> <p>16 points</p> <p>20 points</p>	20 Points
2.2.1.1.5.6	<p>Partnership Accreditation Status - Reselling</p> <p>Tenderers are to submit their Partnership/Accreditation Status in relation to Reselling of the OSM products proposed as part of the solution in Schedule A.</p> <p>Scoring will be based on the tier level accredited to the tendering entity.</p> <p>Please respond to this functionality requirement and provide verifiable evidence to your response in Schedule 15G: Information to Be Provided with The Tender.</p>	<ul style="list-style-type: none"> • No relevant OSM Accreditation • Below Highest relevant OSM Accreditation • Highest relevant OSM Accreditation 	<p>0 Points</p> <p>1 Point</p> <p>7 Points</p>	7 Points
2.2.1.1.5.7	<p>Partnership Accreditation Status - Implementation</p> <p>Tenderer to submit their Partnership/Accreditation Status in relation to Implementation for the OSM products proposed as part of the solution in Schedule A.</p>	<ul style="list-style-type: none"> • No relevant OSM Accreditation • Below Highest relevant OSM Accreditation • Highest relevant OSM Accreditation 	<p>0 Points</p> <p>1 Point</p> <p>7 Points</p>	7 Points

	Scoring will be based on the tier level accredited to the tendering entity Please respond to this functionality requirement and provide evidence to your response in Schedule 15H: Information to Be Provided with The Tender.			
2.2.1.1.5.8	Partnership Accreditation Status - Support Tenderers are to submit with their Partnership/Accreditation Status in relation to Support for the OSM products proposed as part of the solution in Schedule A. Scoring will be based on the tier level accredited to the tendering entity Please respond to this functionality requirement and provide evidence to your response in Schedule 15I: Information to Be Provided with The Tender.	<ul style="list-style-type: none"> No relevant OSM Accreditation Below Highest relevant OSM Accreditation Highest relevant OSM Accreditation 	0 Points 1 Point 6 Points	6 Points
	Total			120 Points

The minimum qualifying score for functionality is **84** out of a maximum of **120 achievable points**.

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

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

2.2.1.1.6 Technical Schedule

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

- Schedule 15J: Productivity Core
- Schedule 15K: Back-end Service Management – Device and Real-Time Monitoring
- Schedule 15L: Back-end Service Management – Software Imaging
- Schedule 15M: Back-end Service Management – Mobile Device Management
- Schedule 15N: Back-end Service Management – Software Distribution, Updates and Inventory Management
- Schedule 15O: Back-end Service Management – Virtual Server Farm
- Schedule 15P: Back-end Service Management – Network Services
- Schedule 15Q: Back-end Service Management – Bulk SMS

2.2.1.1.7 Local production and content

Not applicable to this tender.

2.2.1.1.8 Provision of samples

Not applicable to this tender.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

Part	Heading
5	Pricing Schedules
6	Supporting Schedules (Schedules 1 to 15)
All other attachments submitted by bidder	

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

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

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

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

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

2.2.12.9 By signing the offer part of the Form of Offer in part **(4) Form of Offer and Acceptance** the tenderer warrants that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having

either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to

the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

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

The tenderer shall indicate in **section 4** of the **Schedule 3 - Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

2.2.19.2 Evidence of tax compliance

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

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be scored as follows:

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

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

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

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

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

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

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

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

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

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

$$N_T = P_s + N_p$$

Where: P_s is the number of points scored for price;
 N_p is the number of points scored for preference.

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

2.3.10.5 Risk Analysis

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

- 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:

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 386S/2021/22

TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2028

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE**TENDER 386S/2021/22 - SUPPLY INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION FOR THE CITY OF CAPE TOWN]****OFFER: (TO BE FILLED IN BY TENDERER):**

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
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FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 386S/2021/22 - SUPPLY INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION FOR THE CITY OF CAPE TOWN]

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

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

The terms of the contract are contained in:

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

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

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

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

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

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		

Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

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

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

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

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

(5) PRICE SCHEDULE

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

Tenderers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words ‘or equivalent’

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer’s obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 General specifications for items in the (5) Price Schedule, appear in section (13) SPECIFICATION(S). Tenderers must refer to these specifications when completing the Price Schedule.
- 5.9 The tenderer shall provide detailed and comprehensive OSM Recommended Retail Price Lists, for each OSM listed in the Price Schedules, in support of their bid in **Schedule 15R**. The OSM price is the Original Software Manufacturer’s Recommended Retail Price at the closing date of the tender. CCT reserves the right to approach the Original Software Manufacturers directly for OSM Recommended Retail Price Lists, if required to ensure fair, equitable, transparent, competitive and cost-effective evaluation of the bid as well as during the contract term for verification purposes.
The award of the tender will be the OSM(s) indicated by the tenderer, unconditional discount offered (if any), and mark-up percentages % the tenderer applies to a specific OSM.
- 5.10 The mark-up %’s tendered for Solutions/ Licences and Back-End Services (Schedules A and B of the Price Schedule) will be fixed for the duration of the contract. For each purchase order, a quotation must be submitted by the service provider which must be accompanied by an updated Original Equipment Manufacturer (OSM) in order for the City to verify the purchase order price (OSM price plus mark-up and unconditional discount if applicable) charged by the service provider.

The rates tendered for Installation and Implementation (Schedule C of the Price Schedule) will be once-off at the commencement of the contract, and therefore not subject to contract price adjustment. The rates tendered for Training (Schedule D of the Price Schedule) will be subject to contract price adjustment in terms of Consumer Price Index (CPI), as referred to in Schedule 8.

The rates tendered for Maintenance & Support and Professional Services (Schedule E and F of the Price Schedule) will be firm for each year of the contract.

- 5.11 Schedules A, B, C, D, E and F will be grouped and awarded collectively/ in its entirety. Tenderers must therefore price for all Schedules and items within the schedules.
- 5.12 The City of Cape Town reserves the right to negotiate directly with the proposed OSM, should there be reasonable assumption that the City of Cape Town can benefit from any large volume licensing arrangements that could be available via direct agreements between local government entities and proposed OSM. Should this be the case the Tenderer will be informed accordingly with regards to the administration and management of such direct contracts with the OSM.
- 5.13 A contingency amount of 20% will be included where applicable.

INITIALS OF CITY OFFICIALS		
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SCHEDULE A: SUPPLY OF THE PRODUCTIVITY SOLUTION - SUPPLY OF A SOFTWARE AND LICENCING FOR THE PRODUCTIVITY CORE SOLUTION**TABLE A.1: SUPPLY OF THE PRODUCTIVITY CORE SOLUTION**

This table is to evaluate the Tenderer's OSM licenses pricing. Refer to Section 13 Specifications **(13.4.1)** and relevant paragraphs describing the functional requirements for the products listed below. Tenderers must note that the scenario stipulated below will be used for price evaluation purposes **ONLY** and full pricelist of items available from the OSM relating productivity solutions are to be submitted as part of this bid, as per clause 5.11 of the Price Schedule.

Tenderers must identify the software OSM or vendor in the indicated column (column 3), Supply the Unit Price relating to the Unit of Measure specified in column 4. For the purposes of evaluation, **Tenderers must use a fixed exchange rate of R15/\$ to calculate the unit price in ZAR**. Tenders must further include their respective Mark-up percentage in column 6. A reference as to where the unit price listed in the table can found on the pricelist must be inserted into column 7.

Tenders are reminded to complete Schedule 15J and attach to Schedule 15R the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item No	Description	OSM	Unit of Measure	Unit Price (ZAR)	Mark-Up (%)	Pricelist Reference – Schedule 15O
1	Desktop Productivity Core Software for business comprising of a minimum : <ul style="list-style-type: none"> • Word Processing • Presentation • Spreadsheets • Email client • Unified messaging and collaboration client 		Per User			
2	Desktop Project Management Software		Per User			
3	Flowchart and Diagramming Tool		Per User			

SCHEDULE B: SUPPLY OF BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION**TABLE B.2: SUPPLY OF BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION**

This table is to evaluate the Tenderer's OSM licences pricing relating the supplying of OSM products for Back-end services and management of productivity applications. Refer to Section 13 Specifications (**13.4.2 to 13.4.7**) and relevant paragraphs describing the technical requirements. Tenders must note that the scenario stipulated below will be used for price evaluation purposes ONLY and full pricelist from the various OSM listed below relating to the productivity solutions proposed are to be submitted as part of this bid.

Tenderers must identify the software OSM or vendor in the indicated column (column 3), Supply the Unit Price relating to the Unit of Measure specified in column 4. For the purposes of evaluation, **Tenderers must use a fixed exchange rate of R15/\$ to calculate the unit price in ZAR.** Tenders must further include their respective Mark-up percentage in column 8 and provide the total unit price inclusive of the Mark-up percentage in column 9. This value (column 9) must then be multiplied by the specified quantity listed in column 10, to provide the sum total in column 11. A reference as to where the unit price listed in the table can found on the pricelist must be inserted into column 12.

Where certain Functionalities in the table below is embedded in other modules listed below, the tenderer can choose where to put the combined pricing and mark these embedded modules as zero costs. Columns 8 and 9 to be populated explaining the price submission for zero costs.

Tenders are reminded to complete Schedules 15K, 15L, 15M, 15N, 15O, 15P, 15Q and attach to Schedule 15R the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item No	Description	OSM	Unit of Measure	Unit Price (ZAR/R)	Mark-Up (%)	Pricelist Reference	Functionality Embedded In Other Modules (Y/N)	Comments Explaining Inclusion (where applicable)
1	Device and Realtime monitoring		Per Server					
2	Software Imaging		Per Device					
3	Mobile Device Monitoring		Per Device					
4	Software Distribution and Updates		Per Device					
5	Virtual Server Farm		Per host					
6	Networked Services		Per server					
7	Bulk SMS		Per sms					

SCHEDULE C: PROVISION OF ONCE-OFF SERVICES FOR INSTALLATION AND IMPLEMENTATION OF THE PRODUCTIVITY SOLUTION

TABLE C.1: INSTALLATION AND IMPLEMENTATION OF THE PRODUCTIVITY SOLUTION

This table is for the pricing of services to install, configure, and deploy the proposed OSM solution for the proposed Productivity Solution including both the Core and Back End Solutions. Refer to Section 13 Specifications (13.6.2) and relevant paragraphs describing the implementation requirements.

Tenders are reminded to complete the Schedules 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I and attach to Schedule 15R the OSM Recommended Retail Price List.

Item	Description	Unit	Price per unit (Excl. VAT)
C.1.1	Installation and Implementation of the complete Productivity Solution, Including both the Core and Back End Solutions according to the implementation requirements, project methodology and deliverables		
C.1.1.1	Productivity Core (WordProcessing, Presentation, Spreadsheet)	Complete Installation of solution	R
C.1.1.2	Email and Archiving	Complete Installation of solution	R
C.1.1.3	Unified Messaging and Collaboration	Complete Installation of solution	R
C.1.1.4	Directory Service	Complete Installation of solution	R
C.1.1.5	Device and Real-Time Monitoring	Complete Installation of solution	R
C.1.1.6	Software Imaging	Complete Installation of solution	R
C.1.1.7	Software Distribution and Updates and Inventory Management	Complete Installation of solution	R
C.1.1.8	Mobile device management	Complete Installation of solution	R
C.1.1.9	Virtual Server Farm	Complete Installation of solution	R
C.1.1.10	Networked Services	Complete Installation of solution	R
C.1.1.11	Bulk SMS	Complete Installation of solution	R

SCHEDULE D: PROVISION OF SERVICES FOR TRAINING ON THE PRODUCTIVITY SOLUTION**TABLE D.1: TRAINING ON THE PRODUCTIVITY SOLUTION**

This table is for the pricing of services for training on the OSM solution for the proposed Productivity Solution including both the Core and Back End Solutions. Refer to Section 13 Specifications **(13.6.3)** and relevant paragraphs describing the training requirements.

Tenders are reminded to complete the Schedules 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I and attach to Schedule 15R the OSM Recommended Retail Price List.

Item	Description	Unit	Price per Unit (excl. VAT)
D.1.1	Role based training for Level 1 competency area (Junior Support Engineer)		
D.1.1.1	Level 1 Role based training: 1 to 5 Trainees (Classroom based)	Rate per Individual	R
D.1.1.2	Level 1 Role based training: 6 to 10 Trainees (Classroom based)	Rate per Individual	R
D.1.1.3	Level 1 Role based training: 11+ Trainees (Classroom based)	Rate per Individual	R
D.1.1.4	Level 1 Role based training: 1 to 5 Trainees (Virtual)	Rate per Individual	R
D.1.1.5	Level 1 Role based training: 6 to 10 Trainees (Virtual)	Rate per Individual	R
D.1.1.6	Level 1 Role based training: 11+ Trainees (Virtual)	Rate per Individual	R
D.1.2	Role based training for Level 2 competency area (Professional Support Engineer)		
D.1.2.1	Level 2 Role based training: 1 to 5 Trainees (Classroom based)	Rate per Individual	R
D.1.2.2	Level 2 Role based training: 6 to 10 Trainees (Classroom based)	Rate per Individual	R
D.1.2.3	Level 2 Role based training: 11+ Trainees (Classroom based)	Rate per Individual	R
D.1.2.4	Level 2 Role based training: 1 to 5 Trainees (Virtual)	Rate per Individual	R
D.1.2.5	Level 2 Role based training: 6 to 10 Trainees (Virtual)	Rate per Individual	R
D.1.2.6	Level 2 Role based training: 11+ Trainees (Virtual)	Rate per Individual	R

Item	Description	Unit	Price per Unit (excl. VAT)
D.1.3	Role based training for Level 3 competency area (Senior Professional Support Engineer)		
D.1.3.1	Level 3 Role based training: 1 to 5 Trainees (Classroom based)	Rate per Individual	R
D.1.3.2	Level 3 Role based training: 6 to 10 Trainees (Classroom based)	Rate per Individual	R
D.1.3.3	Level 3 Role based training: 11+ Trainees (Classroom based)	Rate per Individual	R
D.1.3.4	Level 3 Role based training: 1 to 5 Trainees (Virtual)	Rate per Individual	R
D.1.3.5	Level 3 Role based training: 6 to 10 Trainees (Virtual)	Rate per Individual	R
D.1.3.6	Level 3 Role based training: 11+ Trainees (Virtual)	Rate per Individual	R
D.1.4	Train the Trainer for End-user training (Business Super users)		
D.1.4.1	Train the Trainer for End-user training and facilitation: 1 to 5 Trainees (Classroom)	Rate per Individual	R
D.1.4.2	Train the Trainer for End-user training and facilitation: 6 to 10 Trainees (Classroom)	Rate per Individual	R
D.1.4.3	Train the Trainer for End-user training and facilitation: +11 Trainees (Classroom)	Rate per Individual	R
D.1.4.4	Train the Trainer for End-user training and facilitation: 1 to 5 Trainees (Virtual)	Rate per Individual	R
D.1.4.5	Train the Trainer for End-user training and facilitation: 6 to 10 Trainees (Virtual)	Rate per Individual	R
D.1.4.6	Train the Trainer for End-user training and facilitation: +11 Trainees (Virtual)	Rate per Individual	R

SCHEDULE E: PROVISION OF MAINTENANCE AND SUPPORT SERVICES**TABLE E.1: MAINTENANCE AND SUPPORT SERVICES**

This table is for the pricing of maintenance and support services for the Productivity Solution including both the Core and Back End Solutions. Please refer to Section 13 Specifications **(13.6.4)** for detail specifications of the maintenance and support requirements.

Tenders are reminded to complete the Schedules 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I and attach to Schedule 15R the OSM Recommended Retail Price List.

Item	Description	Unit	Price per unit (Excl. VAT) (Year 1)	Price per unit (Excl. VAT) (Year 2)	Price per unit (Excl. VAT) (Year 3)	Price per unit (Excl. VAT) (Year 4)	Price per unit (Excl. VAT) (Year 5)
E.1.1	Maintenance & Support	Per annum	R	R	R	R	R

SCHEDULE F: PROVISION OF PROFESSIONAL SERVICES FOR THE PRODUCTIVITY SOLUTION**TABLE F.1: PROFESSIONAL SERVICES OF THE PRODUCTIVITY SOLUTION**

This table is for the labour rates associated with the ad-hoc professional services for the Productivity Applications Solution including both the Core and Back End Solutions. Please refer to Section 13 Specifications (13.6.5) for detail specifications of the Professional Services requirements.

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

Tenders are reminded to complete the Schedules 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I and attach to Schedule 15R the OSM Recommended Retail Price List.

Item	Description	Unit	Price per unit (Excl. VAT) (Year 1)	Price per unit (Excl. VAT) (Year 2)	Price per unit (Excl. VAT) (Year 3)	Price per unit (Excl. VAT) (Year 4)	Price per unit (Excl. VAT) (Year 5)
F.1.1	Project Manager	Per hour					
F.1.2	Senior Project Manager	Per hour					
F.1.3	Architect	Per hour					
F.1.4	Senior Architect	Per hour					
F.1.5	Subject matter expert	Per hour					
F.1.6	Senior Subject matter expert	Per hour					

(6) SUPPORTING SCHEDULES

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

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

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

Price: Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

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

Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will not be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

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

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

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

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

P* = Value of the contract

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

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

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

where:

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

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

P* = Value of the contract

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

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

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

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

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

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

5 Declarations

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

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

☐
Note:

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

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

Signature

Date

Name (PRINT)

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

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

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

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

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

- 2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or
- 2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

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

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

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

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

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

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

Date

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

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

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

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

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

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

8.1 Pricing Instructions:

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

8.3 The rates tendered for Installation and Implementation (Schedule B of the Price Schedule) will be once-off at the commencement of the contract, and therefore not subject to contract price adjustment.

8.4 Only the rates tendered for Training (Schedule C of the Price Schedule) will be subject to contract price adjustment in terms of Consumer Price Index (CPI), as per the below CPA mechanism.

8.5 The rates tendered for Maintenance & Support and Professional Services (Schedule E and F of the Price Schedule) will be firm for each year of the contract.

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

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

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

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender no. 386S/2021/22 to Supply, Install and Maintain a Productivity Solution for the City of Cape Town in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Local Content Declaration / Annexure C

NOT APPLICABLE TO THIS TENDER

Schedule 11: Price Basis for Imported Resources

NOT APPLICABLE TO THIS TENDER

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

NOT APPLICABLE TO THIS TENDER

Schedule 13: List of other documents attached by tenderer

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

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender

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

The following information shall be provided with the Tender:

- a) OSM Accreditation/ Authorisation
Schedule 15A: Tenderers are to attach proof of OSM Accreditation/ Authorisation, as per clause 2.2.1.1.4 of the Eligibility Criteria.
- b) Functionality:
Schedules 15B to 15I: Tenderers are to complete the Evidence to Functionality Schedules i.e. Schedules 15B, 15C, 15D, 15E, 15F, 15G, 15H and 15I as per clause 2.2.1.1.5 of the Eligibility Criteria.
- c) Technical Schedule:
Schedules 15J to 15Q and 15T: Tenderers are to complete Schedules 15J, 15K, 15L, 15M, 15N, 15O, 15P, 15Q and 15T as per clause 2.2.1.1.6 of the Eligibility Criteria.
- d) Pricing Instructions – OSM Recommended Retail Price List:
Schedule 15R: Tenderers are to attach proof of the OSM Recommended Retail Price List as per clause 5.11 and 5.13 of the Pricing Instructions.
- e) Additional Requirements for Information Purposes only:
Schedule 15S: Tenderers are to complete Schedules 15S as per Paragraph 13.4.1 to 13.4.8 of Section 13 of the tender.
Schedule 15U: Tenderers are to complete Schedules 15U as per Paragraph 13.6 of Section 13 of the tender.
It must be noted that this information will not be used for evaluation purposes.

Schedule 15A – OSM Accreditation / Authorisation (Refer to paragraph 2.2.1.1.4 of the Eligibility Criteria)

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

Tenderers are to submit, either with their tender submission (attached to Schedule 15A), or within a specified timeframe after being requested to do so; proof of authority from the OSM to sell, distribute, implement and support the products of the OSM or copyright holder. **(Certificates for ALL of the following must be provided):**

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

SIGNED ON BEHALF OF TENDERER:

Schedule 15B – Evidence to Functionality Schedule: Experience of the Tendering Entity providing Productivity Solutions (Refer paragraph 2.2.1.1.5.1 of the Eligibility Criteria)

Tenderer to demonstrate knowledge and experience in supply, implementation, transitioning, maintaining and supporting Productivity Solutions for both the Core and Back End solutions.

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

CLIENT	SOLUTION PROVIDED	ROLE PERFORMED	NUMBER OF YEARS (DATES/ DURATION)	REFERENCE – CONTACT NAME	REFERENCE – CONTACT EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:

Schedule 15C – Evidence to Functionality Schedule: Size of organisation where a Productivity Solution (Core and Back end) has been implemented by the Tendering Entity (Refer paragraph 2.2.1.1.5.2 of the Eligibility Criteria)

Tenderer to demonstrate the size of the implementation (end-users) where a Productivity solution has been implemented at their clients, indicating the number of end-users.

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

CLIENT	SOLUTION PROVIDED	NUMBER OF END USERS	DATES/ DURATION	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:

Schedule 15D – Evidence to Functionality Schedule: Operational Experience of the Tendering Entity (Refer to paragraph 2.2.1.1.5.3 of the Eligibility Criteria)

Tenderer to demonstrate relevant experience as per the Specification; in post implementation software maintenance and support of a Productivity Solution (Core and Back end) for their clients. The scope and requirements for Implementation as well as Maintenance and Support are provided in Section 13.6.2 and 13.6.4 respectively, in the specifications section.

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

CLIENT	SOLUTION PROVIDED	ROLE PERFORMED	DATES/ DURATION	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:

Schedule 15E – Evidence to Functionality Schedule: Comparable Project / Client (Refer to paragraph 2.2.1.1.5.4 of the Eligibility Criteria)

Tenderer to demonstrate where Productivity solutions (Core and Back-end) have been implemented by the tendering entity within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Refer **Section 13.1** in specifications for the overview of the City's environment.

Tenderers must provide verifiable evidence. This evidence may be in the form of references, identifying the client indicating the size of the organisation in terms of number of system users, Role performed (Main Contractor, Sub-Contractor, etc.), where a Productivity solution was implemented within the last 5 years, or where implementation is still in progress as well as all the referee's verifiable contact details.. Clearly identify if the client is a Public Sector client.

For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of 20 000 system users. A Project / Client with less than 20 000 system users will therefore not be scored. This excludes clients within the Public Sector.

CLIENT	SOLUTION PROVIDED	ROLE PERFORMED	NUMBER OF USERS	PUBLIC SECTOR (YES/NO)	DATES/ DURATION	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:

Schedule 15F – Evidence to Functionality Schedule: Previous Implementation Project Value (Refer to paragraph 2.2.1.1.5.5 of the Eligibility Criteria)

Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting a Productivity Solution (Core and Back-end) within the last 5 years. Refer to Section 13.1 in the specifications for the overview of the City's environment.

The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project, name of the client and verifiable contact details.

CLIENT	SOLUTION PROVIDED	PROJECT VALUE	DATES/ DURATION	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:

Schedule 15G – Evidence to Functionality Schedule: Partnership Accreditation Status - Reselling (Refer to paragraph 2.2.1.1.5.6 of the Eligibility Criteria)

Tenderer to submit their Partnership/Accreditation Status in relation to **Reselling** for the OSM products proposed as part of the solution in Schedule A.

Do you have an accreditation in **Reselling** of the OSM Solution proposed as part of the solution in Schedule A?

If yes, what is your highest Tier

ACCREDITATION	YES/NO	HIGHEST RELEVANT ACCREDITATION STATUS?	VERIFIABLE EVIDENCE?
Accreditation in Reselling?			Provide verifiable evidence such as OSM Certificate, OSM Letter, etc.

SIGNED ON BEHALF OF TENDERER:

Schedule 15H – Evidence to Functionality Schedule: Partnership Accreditation Status - Implementation (Refer to paragraph 2.2.1.1.5.7 of the Eligibility Criteria)

Tenderer to submit their Partnership/Accreditation Status in relation to **Implementation** for the OSM products proposed as part of the solution in Schedule A.

Do you have an accreditation in **Implementation** of the OSM Solution proposed as part of the solution in Schedule A?

If yes, what is your highest Tier

ACCREDITATION	YES/NO	HIGHEST RELEVANT ACCREDITATION STATUS?	VERIFIABLE EVIDENCE?
Accreditation in Implementation?			Provide verifiable evidence such as OSM Certificate, OSM Letter, etc.

SIGNED ON BEHALF OF TENDERER:

Schedule 15I – Evidence to Functionality Schedule: Partnership Accreditation Status - Support (Refer to paragraph 2.2.1.1.5.8 of the Eligibility Criteria)

Tenderer to submit their Partnership/Accreditation Status in relation to **Support** for the OSM products proposed as part of the solution in Schedule A.

Do you have an accreditation in **Support** of the OSM Solution proposed as part of the solution in Schedule A?

If yes, what is your highest Tier

ACCREDITATION	YES/NO	HIGHEST RELEVANT ACCREDITATION STATUS?	VERIFIABLE EVIDENCE?
Accreditation in Support?			Provide verifiable evidence such as OSM Certificate, OSM Letter, etc.

SIGNED ON BEHALF OF TENDERER:

Schedule 15J – Technical Schedule: Functional Requirements for Productivity Core Solution
(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.4.1 of Functional Requirements)

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

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

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 15S** of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Productivity Solution	Software & Version where applicable	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise or Cloud Hosted?
Productivity Front-End Tools	<ul style="list-style-type: none"> Industry leading and user friendly, front-end editing tools such as word processing, spreadsheet, presentations which will enhance employee productivity. The front-end editing tools must be well integrated with each other and the proposed e-mail system The front-end editing tools must be open and easy to integrate with common third party applications The front-end editing tools must read and save documents directly in predefined storage locations managed by industry leading Records and Document Management solutions - adhering to all security restrictions and version control measures as implemented. The front-end editing tools must by default be available for off-line use – i.e. not dependent on internet connection. The front-end editing tools must enable mobile device 				

	<p>users to read as well as edit documents.</p> <ul style="list-style-type: none"> • The front end-editing tools must be able to read and edit historical documents created with the current productivity front-end which is Microsoft Office Suite Pro 2016 - retaining the features and formatting used. • The front-end editing tools must make use of templates and standardisation including re-use/import of existing templates. • The front-end editing tools must offer document restrictions and protection including but not limited to passwords • The front-end editing tools must offer help features, including search index and online help • The front-end editing tools must offer spell check and thesaurus features in multiple languages including but not limited to English, Afrikaans and Xosa • The front-end editing tools must offer macros and scripting including compatibility with legacy documents • All front end tools must seamlessly cater for remote workforce (e.g. work from home) with employees being able to connect, edit documents and receive updates remotely without having to connect to the City's network • All front end tools must have ability to auto save and recover documents • Ability to inherit global settings for all front end editing tools, e.g. language (EN-ZA), numeric format, date • Ability to configure global settings for all front end editing tools, e.g. save location, default doc type 				
Word Processing	<p>The solution shall include a Word Processing tool with functionality including (but not limited to):</p> <ul style="list-style-type: none"> • Text formatting and styles • Create and manage text, tables, pictures, charts, shapes, screen shots and hyperlinks • Borders and watermarks • Insert and manage column layouts • Find, replace and select functions • Page and print options, e.g., margins, paper size, headers and footers, page and section breaks, colours, page colours and borders. 				

	<ul style="list-style-type: none"> • Insert and edit tables of contents, table of authorities and table of figures, footnotes, endnotes and bibliographies • Insert and manage equations and symbols • Insert and edit page and paragraph/line numbers • Mail merge and mailing functions using data sources such as external database and spreadsheets • Ability to migrate existing mailing lists to the new system • Review and proofing tools – spell check, grammar, word count, thesaurus, compare documents, comments and track changes • Document view options such as switching windows and splitting views • Help features and prompters assisting users, translate and language settings • Save documents in a variety of formats including but not limited to pdf, docx • Read / import documents in various formats including but not limited to pdf, doc, docx 				
Presentations	<p>The solution shall include Presentation editing and presenting functionality including (but not limited to):</p> <ul style="list-style-type: none"> • Variety of presentation themes and slide layouts using templates and defaults • Page formatting and print options, such as headers and footers, collation and colour printing. • Insert and manage shapes, text boxes, charts, pictures • Assisted alignment including ruler and snap functions • Ability to zoom in/out for easier editing or to view full page, zoom % • Palette of predefined shapes with easy formatting • Insert and manage audio and video and screen recording. • Ability to add pre-recorded timing and narration to slide show • Apply and manage a variety of slide transitions, animations and slide timing options. • Find, replace and select functions • Save documents or individual pages in a variety of formats including but not limited to pdf, jpeg, xml, pptx and mp4 video 				

	<ul style="list-style-type: none"> Read / import documents in various formats including but not limited to ppt, pptx, pdf 				
Spreadsheet	<p>The solution shall include Spreadsheet functionality including (but not limited to):</p> <ul style="list-style-type: none"> Import data from a variety of sources and formats including but not limited to csv, XML, xls, xlsx Insert and edit pivot tables and charts including functionality such as KPIs, measures and data models Create and edit advanced scripting and form functionality including but not limited to buttons, selection boxes, check boxes, radio buttons Page formatting and print options, such as headers and footers, collation and colour printing. Save and export spreadsheets in a variety of formats including .pdf, jpeg, xls, xlsx Help features, including spell check and thesaurus. Text and cell formatting, conditional formatting and styles, merging, borders, colours, table templates. Data validation features. Sort, filter and find functions including advances features such as slicing and timelines Insert and edit pictures and shapes, charts, hyperlinks Create and manage data models and import or access data and run queries from a variety of external sources including SQL databases and Excel spreadsheets Create and edit mathematical equations and insert special symbols. Page view options such as arranging windows and splitting views. Financial, logical, text, date and time, lookup and reference, mathematics and trigonometry and other functions. Formula error checking including identification of circular reference Split text into columns based on a separator Remove duplicates. What-If analysis, find optimum values and forecasting 				

	<p>functions</p> <ul style="list-style-type: none"> • Combine and split data – cells, rows, columns and spreadsheets. • Move or copy spreadsheets within a file or to a different file. • Compatible with a variety of 3rd-party add-ins and expansion packs. • Inquiry tools such as file, spreadsheet and cell relationships. • File and spreadsheet protection and cell encryption. • Advanced functionality to remove spaces, characters and leading zeros, without having to use formulas. • Create, manage and populate mailing lists based on internal or external data source • Provide equivalent functionality to existing integration points to SAP and various in-house and third-party applications. • Read and Edit spreadsheets created in MS Excel 2016, including macros and advanced features without loss of format or functionality 				
Additional Productivity Software	<p>Make available additional software which will be simple to order and deploy individually to employees on request. Provide a list of additional software and include in the pricing schedule. Desired categories of software include:</p> <ul style="list-style-type: none"> • Note taking software Create notes across multiple devices and share with others. Insert pictures, screen grabs, audio, video and diagrams from other applications and record audio and video, embed (editable) files, tables, drawings, mathematical equations and use special symbols. Provide templates for various business documents as a framework. Create and edit mathematical equations and use special symbols. Integrate with email and task management application(s). Keep history of edits and versions. Help features and prompts assisting users, spellcheck, thesaurus, translate and language settings. • Project Management Tool Creating business projects and creating reports to measure progress and communicate project details. 				

	<p>Project visualisation and resource planning as well as modelling of item dependencies. Ability to open an edit historical project documents developed using Microsoft Project 2016</p> <ul style="list-style-type: none"> • Desktop Database Tool Structured database tool for desktop or shared use. Management of data from databases, files and other data file. Ability to develop and deploy team level applications. Ability to open/import and edit historical database applications developed in Microsoft Access 2016 • Flowchart and Diagramming Tool Creation of flowcharts, network diagrams and architecture designs using standard diagram components and symbols. Compatible with the use of pallets (default or downloaded) for implementing standard diagram types such as flow charts, UML modelling, network diagrams, cloud deployment etc. Ability to open/import and edit historical diagrams developed using Microsoft Visio 2016. • Media Creating and Publication Tool Creating and publishing digital media online, print or to email. Full formatting and layout functionality. Ability to open/import and edit historical documents developed using Microsoft Publisher 2016. • Workforce Productivity Tools to organise workloads and task scheduling, tracking, in a single integrated Workspace / Dashboard of all activities for team collaboration and productivity tracking. 				
Email and Archiving	<p>E-Mail and E-Mail archive Front-end</p> <p>The front-end for accessing e-mails shall include (but not be limited to):</p> <ul style="list-style-type: none"> • Platform optimised experiences on phones (at least iOS and Android), tablets, desktop/laptop computers - in keeping with latest operating system versions • Platform optimized reading of e-mails • The ability to undo mailbox actions such as deleting messages or moving messages • Address book functionality including ability to add 				

	<p>contacts from other applications e.g., social media accounts (preferred)</p> <ul style="list-style-type: none"> • Search suggestions and refiners for an improved search experience - anticipate what the user may be looking for, contextually-aware filters including (but not limited to) date ranges, related senders • Search across local, on-line and archived mailboxes • Rich link preview enabling users to preview items pasted as a link into messages - peek into the contents including video links • Markers allowing users to keep essential e-mails at the top of their inbox and mark others for follow-up • Integrate to accessibility features of the underlying operating system to accommodate users with special needs e.g., poor vision, deafness and other physical disabilities • Set mailbox rules such as out of office message, forwarding, automatic reply and deletion based on message content • Users able to block SPAM and PHISHING emails using desktop email client • Allow forensic auditors to access e-mail for investigation purposes <p>E-mail Back End E-mail back-end system offering access to email, calendaring, security and compliance features, high availability and seamless support for on-site, remote and mobile devices.</p> <p>The e-mail backend system shall include security and compliance features including (but not be limited to):</p> <p>Basic e-mail functionality</p> <ul style="list-style-type: none"> • Receive, read, compose and sending of e-mails as well as calendaring, task management and contacts management. <p>Messaging policy and compliance</p> <ul style="list-style-type: none"> • Protect sensitive data and inform users of internal 				
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	<p>compliance policies</p> <ul style="list-style-type: none"> • Set up policies to keep the organization safe from users who might mistakenly send sensitive information to unauthorized people • Identify, monitor, and protect sensitive data through deep content analysis <p>Email Transport rules</p> <ul style="list-style-type: none"> • Implement transport rules to take action on messages while in transit - offering a rich set of conditions, exceptions, and actions, which provides flexibility to implement many types of messaging policies • Sending Bulk emails; • Integrate with Analytic Tools for email tracking • Allow anti-spamming and anti-phishing rules; • Rule-based blocking of attachment file types; • Rule-based blacklisting of untrusted domains; <p>S/MIME (Secure/Multipurpose Internet Mail Extensions)</p> <ul style="list-style-type: none"> • Send digitally signed and encrypted messages using S/MIME • Ensure that the message received in the inbox is the exact message that started with the sender • Verify that the message is from the sender is and not from someone pretending to be the sender • Protection for messages at rest and in-transit <p>Administrative actions</p> <ul style="list-style-type: none"> • Search for mailbox data across the organization • Manipulate mailboxes e.g., delete e-mail across the organisation <p>Transport Layer Security (TLS)</p> <ul style="list-style-type: none"> • Encrypt the tunnel or the route between email servers in order to help prevent snooping and eavesdropping <p>Mailbox audit logging</p>				
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	<ul style="list-style-type: none"> • Track who logs on to the mailboxes in the organization and what actions are taken • Particularly track access to mailboxes by users other than the mailbox owner - delegate users • Specify which user actions (e.g., moving, or deleting a message) will be logged for which type of logon (e.g., administrator, delegate user, or owner) • Audit log entries must include client IP address, host name, and process or client used to access the mailbox • For items that are moved, the entry must include the name of the destination folder <p>Administrator audit logging</p> <ul style="list-style-type: none"> • Keep a log of the changes an administrator makes affecting the organization • Track the person who made the change • Keep detailed records of the change that was implemented • Comply with regulatory requirements and requests for discovery <p>The e-mail backend system shall include high availability and resilience features including (but not limited to):</p> <ul style="list-style-type: none"> • Fast, reliable, high availability and fault tolerant e-mail service • Service health and performance monitoring and reporting • Solution design to ensure 99.99% uptime • Able to integrate with leading Email Security Solutions <p>E-mails must be accessible from various front-end solutions:</p> <ul style="list-style-type: none"> • Access email and calendaring natively from mobile devices (Android, Apple) • Access from a desktop/laptop computer using either: • Full function access from a web browser or • E-mail application deployed on the desktop • Ability to access e-mail while off-line • Access from the City of Cape Town network or directly 				
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	<p>from the internet</p> <p>E-Mail Archiving All e-mails must be kept in an e-mail archiving system and be accessible to authorised users in accordance with data classification rules and in compliance with POPIA</p> <p>The tenderer shall provide an e-mail archiving solution. Such solution shall include (but not be limited to):</p> <ul style="list-style-type: none"> • Automatic storage of all e-mails in read-only mode • Compression of data to reduce storage capacity required • Viewing of archived e-mails either via a plug-in from the e-mail front end (preferred) or alternatively via a web browser • Migration, viewing and restoration of historical archived information - i.e., access to the existing archives in Enterprise Vault • Authenticate users and enable profiles to be managed • Allow active e-mail users to retrieve their own archived e-mails as well as that of a proxy user • Offer advanced search capabilities to locate relevant e-mails making use of Dates, Text searching of the content, from, to and subject fields • Save attachments and be able to search for an attachment • Exporting copies of selected e-mails • Print selected e-mails • Journaling of ALL email transactions • Legal hold • Allow forensic auditors to access e-mail archives for investigation purposes • Retiring of stored e-mails 				
Unified Messaging and Collaboration	<p>Collaboration and messaging software which allows people to work together on projects over local and remote networks at the same time and also embraces the communications platforms, including email, instant messaging and desktop</p>				

	<p>videoconferencing.</p> <p>The system shall provide unified messaging capability which includes (but is not limited to):</p> <ul style="list-style-type: none"> • Presence and location status e.g., available, away, do not disturb • Integration with Email/Calendaring Tool • Setup RSVP on online meeting invitations; • Location based Presence Status • File transfer • Desktop remote control privileges in active sessions • Ability to be able to report on the End-user status over a period of time • Transcribing content to text • Preferably G729 level of compression for voice calls. <p>Peer-to-peer communication</p> <ul style="list-style-type: none"> • Peer-to-Peer Voice calling • Peer-to-Peer Video Calling • Peer-to Peer Instant Messaging <p>Desktop Conferencing / Collaboration</p> <ul style="list-style-type: none"> • Conference instant messaging and saving of the conference chat • Conference Voice Calling • Conference Video Calling <ul style="list-style-type: none"> ○ <i>Screen sharing</i> ○ <i>Present desktop</i> ○ <i>Present program. Allow individuals to zoom and page through the presentation individually, point and draw in a shared manner</i> ○ <i>Play video including sound from shared screen</i> • Present Files • White Boarding - collaborative editing/drawing on a shared screen • Question and answers • Polling - publish a question and allow participants to answer (text, selection) with real time statistics (graph) and save the outcome, with audit logs (anonymous and 				
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	<ul style="list-style-type: none"> identified polling) Secure Voting <ul style="list-style-type: none"> <i>Voting must be temper proof</i> <i>Voting results be immediately available after tallying</i> Ability to stream live online meeting to social media platforms Meeting recording Accommodate interactive large meetings (50 – 400 participants) Accommodate large conferences (above 1,000 attendees – presenters vs attendees) <p>The messaging/conferencing solution shall be integrated to enterprise voice capabilities including (but not limited to):</p> <ul style="list-style-type: none"> Native integration with existing PABX Native integration with existing Video Conferencing Platform. Ability to add various dialin rules Ability to setup caller groups Ability to setup boss-secretary groups; Ability to setup hunting lines Integrate with Apple Mac, Windows and Android Operating Systems Link land-line number to the user's name, enables to receive/make land line calls Calling an outside line to add someone during conference call Accept outside line to dial into a conference Billing integration - ability to bill voice calls to relevant department Softphone capability - if a phone call is received it must be able to route to the user's softphone e.g., on desktop computer or mobile device Solution design to ensure 99.99% uptime <p>Performance Reporting</p> <ul style="list-style-type: none"> System Usage reporting; 				
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	<ul style="list-style-type: none"> • Presence status reporting, e.g. location, availability • Ability to export logs to existing reporting tools <p>External Video Conferencing Desktop conference call solution must have the ability to join boardroom based conference calls and joining via telephone</p> <p>The conference call solution shall include the capability to:</p> <ul style="list-style-type: none"> • Connect desktop video conferencing to parties outside the City of Cape Town network through the existing Polycom platform used in boardrooms • Connect participants to the desktop conference via telephone 				
Directory Service	<p>The directory services management tool must handle authorisation of users and devices through Industry leading Identity and Lifecycle Management (ILM) solutions.</p> <p>The directory services management solution must provide authentication, managed group access, domain name services and dynamic host control protocol and certificate services.</p> <p>The directory services management solution must provide authentication methods including Kerberos, NTLM and PKI Certificates.</p> <p>The directory management services solution must fully support applications and tools which are dependent on directory services including those in scope of this tender and other dependent systems such as SQL Server, ESRI Applications (GIS), Third Party Applications, Custom Developed .net applications</p> <p>The productivity solution shall provide a Directory Services Management tool to handle authorisation of users and networked resources, such as Printers, Servers, Certificates, etc. Such tool shall include (but not be limited to):</p> <ul style="list-style-type: none"> • Integration to Industry leading Identity and Lifecycle 				

	<ul style="list-style-type: none"> • Management (ILM) solution including single sign-on • Handle authentication of end users for front-end and/or backend solutions • Services, training, knowledge transfer and change management required to migrate to the new system including migration tools to move from current to new system • Seamless authentication of employees working remotely • Enforcement of policies and standardisation of the user desktop and server environments • Privileged user access managed in a logical structure/hierarchy through integration to Industry leading Privileged Access Management (PAM) solutions • Ability to restore deleted users and other objects - maintaining all previous relationships and privileges • Ability to monitor and provide audit information on servers, users logged in, password changes, group management activities etc. • When given a username, the directory service should return the profile of the individual, which can include permissions for data access, as well as employee information. • When given a machine name, the directory should return the configuration of the hardware, including IP address. • Ability to monitor and maintain active subnets and sites in support of software distribution and monitoring • Solution design to ensure 99.99% uptime 				
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SIGNED ON BEHALF OF TENDERER:

Schedule 15K – Technical Schedule: Functional Requirements for Back-End Services and Management of Productivity Solution – Device and Real-Time Management (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.4.2 of Functional Requirements)

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

These functional requirements definition is related to **SCHEDULE B (B1.1)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 15S** of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
Device and Real-Time Monitoring	<p>Monitors virtualized and non-virtualized desktops, servers, applications, operating system and network devices for routine and non-routine events. Event managers provide real-time information for immediate use and log events for summary reporting used to analyse network performance.</p> <p>The system shall provide real time device monitoring which includes (but is not limited to):</p> <ul style="list-style-type: none"> • A holistic view of the health of end points - operating system and the applications running on it. • End points include virtualized and non-virtualized desktops, servers, applications, operating system and network devices • Allows for a proactive monitoring environment, detecting and remediating potential failures before they occur thereby reducing the impact to end-users. • Allows for isolation of monitoring activity according to logical business units or technologies • Viewing data for specific business units or 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	<p>technologies is defined via role-based security.</p> <ul style="list-style-type: none"> Alerts and other monitoring data can be viewed and edited from a single console. Able to monitor server application specific services via a console, e.g. uptime and resource thresholds. Start and end various server and application tasks from the console. Provide a view of system performance, state and health information. Integration with Industry leading Security Information and Event Management (SIEM) solutions End-point device polling should be network efficient and not add load to the LAN /WAN, etc. The ability to consume and interrogate event logs from multiple/various server operating systems Solution design to ensure 99.99% uptime <p>Long Term Data store:</p> <ul style="list-style-type: none"> Used to store historical data of the applications. Currently retained for period of time and then archived (circa 180 days) - ideally longer but constrained to keep manageable (currently in SQL) <p>Reporting:</p> <ul style="list-style-type: none"> Used to generate reports of system health, state and performance. Scheduled reporting used for weekly or monthly reports of system health, state and performance in various formats e.g., PDF, Excel, HTML, WORD. Includes the use of custom reports. <p>Email/SMS notifications:</p> <ul style="list-style-type: none"> Alerts notification to designated individuals by email or SMS. <p>Audit Collection Services.</p>				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	<ul style="list-style-type: none"> Collects specific Windows Audit Security log events from the Domain Controllers, to be used for auditing purposes. 				

SIGNED ON BEHALF OF TENDERER:

Schedule 15L – Technical Schedule: Functional Requirements for Back-End Services and Management of Productivity Solution – Software Imaging (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.4.3 of Functional Requirements)

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

These functional requirements definition is related to **SCHEDULE B (B1.2)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 15S** of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
Software Imaging	<p>Preconfigure a workstation by overwriting the installed operating system with the same or different one, but combined with drivers, a selected set of applications and settings required by the users.</p> <p>The solution shall offer software imaging including (but not limited to):</p> <ul style="list-style-type: none"> • Download image from licensing portal and import into management tool <ul style="list-style-type: none"> ○ Support current and future versions of Microsoft Windows for example Windows 11 ○ Import OS files and drivers into OS Management software ○ Maintain a database of drivers, software and firmware downloaded • Build the image and configure the drivers and software 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	<ul style="list-style-type: none"> • Configure steps to deploy the image to target devices • Test the build to specific targeted devices • Deploy the image to targeted devices -which may be specific machines or groups as defined in the directory service management tool • Deploy OS version updates to target devices • Ability to update existing image (not over-write) • Ability to update software drivers and firmware • Manage the database of images e.g. a standard but also specialised images for specific user types for secure management • PC hardware agnostic • Report on success/failure of deployments • Report on workstation health status • Ability to integrate with the proposed Software Deployment solution • Ability to export images e.g. to USB or external drive • Ability to deploy the image over the internet e.g. in remote working scenario and low bandwidth networks (remote imaging) • Ability to perform zero-touch image deployment (OS and applications) • Ability to perform out of band remote management • Seamlessly cater for remote workforce (e.g. remote working) with employees being able to remotely deploy images as well as OS version updates • Solution design to ensure 99.99% uptime 				

SIGNED ON BEHALF OF TENDERER:

Schedule 15M – Technical Schedule: Functional Requirements for Back-End Services and Management of Productivity Solution – Mobile Device Management
(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.4.4 of Functional Requirements)

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

These functional requirements definition is related to **SCHEDULE B (B1.3)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column **“Compliant Yes / No / Partially”** whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 15S** of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solutions	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
Mobile device management	<p>A mobile Device Management solution to manage devices such as tablets and phones connecting to City of Cape Town network and systems by enforcing certain security controls and ability to remotely wipe if lost or stolen.</p> <p>Mobile Device Management (MDM) solution shall include (but not be limited to):</p> <ul style="list-style-type: none"> • Manage mobile field devices such as ruggedized handsets and smartphone type devices including but not limited to the latest Android and iOS devices. • Easy enrolment and authentication. • Profile management - configure and setup of various policies to secure corporate resources, allow or restrict access to certain device features. Impose and enforce policies on mobile devices. • Ability to create a standard image to be deployed to mobile devices • Support extended device policies and API's such as Samsung SAFE, Knox Standard and Knox policies or equivalent. 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solutions	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	<ul style="list-style-type: none"> • Provide access to corporate accounts - grant access to e-mail, Wi-Fi, and other kinds of corporate accounts for convenience and security. • Group devices to streamline policy distribution - groups based on department or app types. • Must integrate with the proposed software deployment technology. • Mobile asset management and reports - audit device compliance, scan devices to ensure compliant with company policy, Inventory reports of applications, software, and hardware. • App self-service catalogue with ability to deploy new and existing apps - must be compatible with existing SAP custom in-house developed apps. • Silent app installation, update or deletion – i.e., without user intervention. • App blacklisting and device blacklisting. • App-specific policies such as kiosk mode. • Device protection - detecting jailbroken or rooted devices, execute remote commands. • App security -blacklist malicious apps, remotely configure apps and essential permissions, automate app updates. • Protect corporate network access, allow enrolled devices to connect only to authorised Wi-Fi networks. • Ability to act as proxy to distribute device specific certificates (integrate into existing public key infrastructure (PKI)). • Blacklist or whitelisting web content • Must be able to manage and configure current devices • Must therefore configure and enrol current devices and push policies and apps without any external internet connectivity, in other words bi-directional management • Solution design to ensure 99.99% uptime • Full device reporting including: <ul style="list-style-type: none"> ○ Device Name "Serial No" or "Asset No" ○ Username ○ Device Model ○ Last Connection Date 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solutions	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	<ul style="list-style-type: none"> ○ First Connection Date ○ IMEI No ○ Sim card no ○ Location ○ Device OS & version/build ○ Device Configuration Policies 				

SIGNED ON BEHALF OF TENDERER:

Schedule 15N – Technical Schedule: Functional Requirements for Back-End Services and Management of Productivity Solution – Software Distribution / Updates and Inventory Management (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.4.5 of Functional Requirements)

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

These functional requirements definition is related to **SCHEDULE B (B1.4)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 15S** of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
Software Distribution and Updates Inventory Management	Automated distribution of all desktop based software. This must include reporting on success/failure and ability to view distributed devices and their configuration (inventory) from a central point. Such a solution must include (but not be limited to): <ul style="list-style-type: none"> Schedule and Install software (and software updates and Device Drivers) on previously identified and inventoried target devices either automatically or as selected by the target user(s) Ability to schedule non-critical updates outside business hours Ability for user to postpone installation/reboot within the set parameters Ability to perform Power Management and configuration centrally for all desktops. Ability to filter and select targets from the available inventory by various criteria (e.g., Business Unit, 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	<p>Device Type, Operating System, Available Resources, Software License Availability, Geographic Location, Computer Make and Model, Specific Hardware Installed, etc.)</p> <ul style="list-style-type: none"> • Record and report on the success or failure status of each deployment, and log state messages and error events to facilitate troubleshooting • Identify users and/or devices on the network that are potential targets for software deployment, and report on same = Inventory Reporting • Accumulate data in a self-maintaining central database (i.e., automatic purging of obsolete data), from which a multitude of reports can be drawn (i.e. Software Metering) • Seamlessly cater for remote workforce (e.g. remote working) with employees being able to receive updates remotely without having to connect to the City's network • Ability to link user with device in the hierarchy / container, asset management e.g. how many devices assigned to a user. • Remote Management of clients • Ability to identify Performance issues • Client Self-healing capabilities • Client online status – Is this device online and connected to the network? • Client activity – Is the client communicating with the server? • Client health check – Periodic evaluation of the client • Obsolete – Is the device obsolete? • Client health dashboard – Provide a dashboard with information about the health of clients in the environment. • Gather hardware/software data about client computers, or to monitor specific mission-critical 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	client computers in the organization <ul style="list-style-type: none"> • Should report on audit device compliance , scan devices to ensure compliant with company policy, Inventory reports of applications, software, and hardware. • Highlight possible root causes to assist with troubleshooting procedures • Solution design to ensure 99.99% uptime 				

SIGNED ON BEHALF OF TENDERER:

Schedule 15O – Technical Schedule: Functional Requirements for Back-End Services and Management of Productivity Solution – Virtual Server Farm (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.4.6 of Functional Requirements)

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

These functional requirements definition is related to **SCHEDULE B (B1.5)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 15S** of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Core Productivity Applications	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
Virtual Server Farm	<p>Host the on-premise virtual server farm for new and legacy backend services in a secure, scalable manner offering high speed, fail-over, monitoring and task automation. The requirement is for a like for like replacement of the current virtualised software environment and excludes hardware.</p> <p>Migration of 10% of existing servers must be included in the pricing and project plan. This is a pilot as must cover a representative sample of all server types.</p> <p>The virtual server farm system shall include (but not be limited to):</p> <p>Virtual machine replication</p> <ul style="list-style-type: none"> • Server forwards information about changes that occur on the primary virtual machines to a second or third standby server. • After a planned or unplanned failover from the 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Core Productivity Applications	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	<p>primary server to the replica server, the extended replica server must provide business continuity protection.</p> <ul style="list-style-type: none"> Seamless process – end users should not be aware of this. Off-line replication if required - to save network bandwidth. <p>Guest operating system support for both Linux and MS Windows Server</p> <ul style="list-style-type: none"> Run Windows and Linux virtual machines side-by-side on the same host machine. <p>Dynamic memory</p> <ul style="list-style-type: none"> 'Hot' add and remove functionality without taking the server down. Ensure policy based allocation of memory resources to each virtual machine. <p>Online VM storage migration and resize</p> <ul style="list-style-type: none"> Virtual hard disks resized while the virtual machine is running. Virtual hard disks attached / migrated while the virtual machine is running. <p>Online backup</p> <ul style="list-style-type: none"> Ability to backup running virtual machines to an online backup target destination Use native data protection or a third-party backup solution <p>Fail-Over Clustering</p> <ul style="list-style-type: none"> Enhanced detection of network connectivity or other underlying host issues If the physical host assigned to the virtual 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Core Productivity Applications	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	<p>machine suffers a failure (such as a faulty switch port or network adapter, or a disconnected network cable), the failover cluster must move the virtual machine to another node in the cluster to restore network connectivity.</p> <ul style="list-style-type: none"> • Solution design to ensure 99.99% uptime <p>Stand-Alone host</p> <ul style="list-style-type: none"> • Support stand-alone host servers that are not in a clustered configuration <p>Virtual Machine Portability</p> <ul style="list-style-type: none"> • Export & Import of a running virtual machine from one host to another <p>Migration (individual machines)</p> <ul style="list-style-type: none"> • Transparently move running virtual machines from one host to another without perceived downtime -online migration (live migration) • Off-line migration - export to another media (e.g., copy to disk) and import on the other side. <p>Virtual Machine Management Tools</p> <ul style="list-style-type: none"> • Administrative tools to manage hosts and virtual machines (VMs) both locally and remotely • Dashboard / view of performance, errors and alerts • Available remotely - another server or desktop can connect to the host being managed • Execute tasks manually <p>Task automation</p> <ul style="list-style-type: none"> • Automation of management tasks e.g., provide sequencing for multiple servers on host. 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Core Productivity Applications	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	<ul style="list-style-type: none"> • Prioritise servers over others • Automation for dependent systems e.g., backup. • Drive the steps from an external system or from within the console. <p>Support options</p> <ul style="list-style-type: none"> • Secure Boot (enabled by default) • Boot from a SCSI virtual hard disk • Boot from a SCSI virtual DVD • PXE boot by using a standard network adapter • UEFI firmware support <p>Shared Virtual hard disk</p> <ul style="list-style-type: none"> • Shared virtual hard disks enable multiple virtual machines to access the same virtual hard disk file. <p>Modifying and re-sizing virtual disks</p> <ul style="list-style-type: none"> • Resize virtual hard disks while the virtual machine is running • Enabling an administrator to perform configuration and maintenance operations while the virtual machine is online or the virtual hard disk data disk is in use. <p>Start order priority for clustered virtual machines</p> <ul style="list-style-type: none"> • Guest VM start-up sequencing. • Also relevant to single instance host - prioritise servers and boot sequencing. <p>Checkpoint or saved state</p> <ul style="list-style-type: none"> • Fully functional point in time "image" of a virtual machine, which can be restored to at a later stage. 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Core Productivity Applications	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	Management <ul style="list-style-type: none"> • Network diagnostic and troubleshooting tools. • Generate reports and stats. • Command line interface to manage virtual machines. • Facilitate scripting of tasks 				

SIGNED ON BEHALF OF TENDERER:

Schedule 15P – Technical Schedule: Functional Requirements for Back-End Services and Management of Productivity Solution – Network Services (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.4.7 of Functional Requirements)

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

These functional requirements definition is related to **SCHEDULE B (B1.6)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column **“Compliant Yes / No / Partially”** whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 15S** of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
Networked Services	The solution shall provide networked services including but not limited to: <ul style="list-style-type: none"> • Queue Base Printing • Dynamic Host Control Protocol (DHCP) • DNS name resolution • Network File Share Service • Solution design to ensure 99.99% uptime 				

SIGNED ON BEHALF OF TENDERER:

Schedule 15Q – Technical Schedule: Functional Requirements for Back-End Services and Management of Productivity Solution – BULK SMS (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.4.8 of Functional Requirements)

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

These functional requirements definition is related to **SCHEDULE B (B1.7)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column **“Compliant Yes / No / Partially”** whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 15S** of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
Bulk SMS	<p>The solution shall offer:</p> <ul style="list-style-type: none"> • Basic message to feature – email to mobile phone (SMS) • SMS Solution Integration with internal applications, i.e. monitoring applications, SAP, Exchange, etc. • Allow web interface for sending of SMS • Application or Plugin for SMS sending SMS • Enabling Application plugin for sending SMS • Message to smartphone – data notification via application • Enabling the sending of single SMS exceeding the 160 character limit. • Short-code – allowing the sending of SMS to a 5 digit number, e.g. 31373 • Reverse billed SMS – allowing the City to pay for all SMS send to the City 				

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution	Compliant Yes / No / Partially	Software & Version where applicable	Comment / Mitigation	On-Premise or Cloud Hosted?
	<ul style="list-style-type: none"> Reverse billed Short-code – Enabling the City to pay for SMS send to the City Long-code – enabling the City with dedicated long code for SMSs Enabling the City with USSD Enabling the City with Reverse billed USSD – The City to pay for all USSD transactions. Detailed reporting on SMS usage across all SMS features and functionalities Solution design to ensure 99.99% uptime <p>The bulk SMS functionality must be integrated with the front end e-mail solution provided. This includes but is not limited to:</p> <ul style="list-style-type: none"> Receive SMS in a user's mailbox Send bulk SMS messages to contacts that have mobile numbers associated Manipulate SMS contact lists externally and import to the system for sending Sending SMS from applications 				

SIGNED ON BEHALF OF TENDERER:

Schedule 15R - Pricing Instructions: OSM Recommended Retail Price List (Refer to paragraph 5.9 of the Pricing Instructions)

The Tenderer shall provide detailed and comprehensive OSM Recommended Retail Price Lists, for each OSM listed in the Price Schedules, in support of their Bid. The OSM price is the Original Software Manufacturer's Recommended Retail Price at the closing date of the tender. CCT reserves the right to approach the Original Software Manufacturers directly for OSM Recommended Retail Price Lists, if required to ensure fair, equitable, transparent, competitive and cost-effective evaluation of the Bid as well as during the contract term for verification purposes.

The award of the tender will be the OSM(s) indicated by the tenderer and mark-up percentages % the tenderer applies to a specific OSM.

SIGNED ON BEHALF OF TENDERER:

Schedule 15S – Cloud Solution considerations for Schedule A “Productivity Core Solution” and Schedule B “Back-End Services and Management of Productivity Solution” (Refer to paragraph 13.4.1 to paragraph 13.4.8 of Functional Requirements)

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

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

Functional Requirements	SA	International	Both
Data Location or Cloud Hosting Presence			

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

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

SIGNED ON BEHALF OF TENDERER:

Schedule 15T – Technical Requirements: Technology Supported (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.5.1 of Technical Requirements)

The Productivity Solution should support modern technology based on table provided in Section 13 of the tender as a minimum.

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance to Specification by indicating **Yes/No/Partially** on **Schedule 15T** of the tender. If No or Partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

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

SIGNED ON BEHALF OF TENDERER:

Schedule 15U – Project Requirements: Detail Project Plan (Refer to paragraph 13.6)

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


The phases and deliverables identified here are aligned with the CoCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to Schedules A to F. Indicate resources and duration for individual scope items on the project plan. The expected overall project duration is expected to be within 24 months.

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

Minimum Requirements for a project plan:

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

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

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO:	386S/2021/22
TENDER DESCRIPTION:	SUPPLY, INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION FOR THE CITY OF CAPE TOWN
CONTRACT PERIOD:	FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2028

VOLUME 3: DRAFT CONTRACT

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

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

**VOLUME 3: DRAFT CONTRACT
(7) SPECIAL CONDITIONS OF CONTRACT**

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.**

Please refer to this document contained on the CCT's website.

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

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant

advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier,

comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable as per Schedule 8 of the tender.
- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled **"Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled **"Price Basis for Imported Resources"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).
- 17.5.1 Adjustment for variations in rates of exchange:
- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
 - (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
 - (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
 - (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
 - (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **"Price Basis for Imported Resources"**.
 - (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
 - (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled **"Price Basis for Imported Resources"** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
 - (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.

- 17.5.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if 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 CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

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

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. OSM Accreditation / Authorisation Certification

Tenderers must be authorised or accredited by the OSM or copyright holder to sell, distribute, implement and support the software solution and manage any warranty processes and escalations as and when required. Alternatively, should the authorization / accreditation be from a distributor, then a proof of authorization, authorizing the distributor to resell and/or authorize others by the OSM or copyright holder, must be submitted. Tenderers are to submit, either with their tender submission (attached to Schedule 15A), or within a specified timeframe after being requested to do so; proof of authority from the OSM to sell, distribute, implement and support the products of the OSM or copyright holder.

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

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

37. Contract Performance Criteria.

37.1 The supplier shall adhere to the below Service Level Framework applicable to the Productivity Solution offered:

Note that a penalty percentage will be applied as per Table 37.1, Table 37.2 and Table 37.3 below if failure of adhering to the tabled metric occurs over a period of 3 consecutive incidences. City reserves the right to review each incident on its own merit with regards to implementation of penalties. The City reserves the right to review each incident on its own merit with regard to implementation of penalties throughout the duration of the contract. Should penalties need to be applied in year 5 of the contract where pre-payments were made for any goods or services, such recoveries will be in the form of credit notes.

The minimum service availability required is as follows:

Table 37.1: Implementation

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

Table 37.2: Maintenance and Support

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

Refer to Table 37.4 for Severity Classification

Table 37.3: Licensing

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

Table 37.4: Severity Classification: Productivity Solution

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

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such

similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier

shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE TO THIS TENDER

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE TO THIS TENDER

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE TO THIS TENDER

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

..... ,
 (Supplier/Mandatar/Company/CC Name)

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20

Witness

Mandatar

Signed at on the day of 20

 Witness

 for and on behalf of
 City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 386S/2021/22

TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION FOR THE CITY OF CAPE TOWN

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

13.1 INTRODUCTION AND BACKGROUND

For the City of Cape Town (CoCT) to be future-fit, it recognises the need to enable employees to respond to the changing needs and expectations of its citizens, and to do so with speed and accuracy. As a result, the City acknowledges that its digital architecture is critical for basic service delivery, as is highlighted in numerous IDP objectives and programmes.

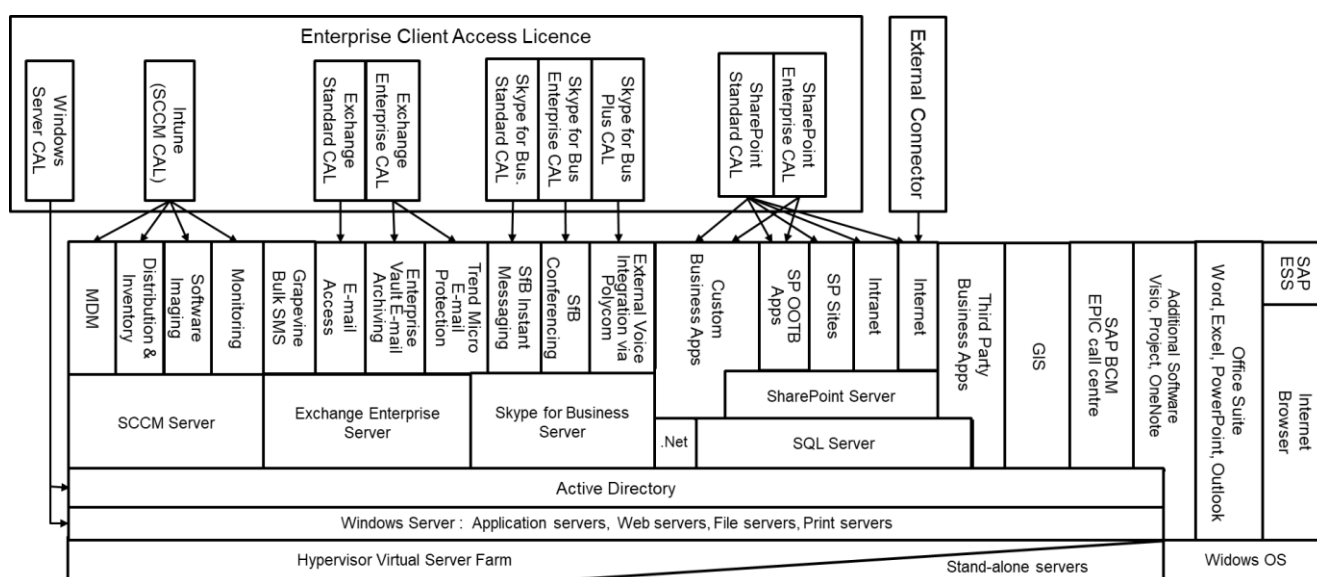
There is a need to understand that this is not only a technology transformation, but rather technology enabling new ways of working to drive efficiencies, data-backed decision-making, and ultimately improved service delivery to citizens.

As a technical consideration in the CoCT's CAR Phase II, it was recommended that there are foundational technologies required to be in place prior to the Edge and Core tender processes. These would establish the foundations to enable the future loose coupling.

13.1.1 Overview of CoCT Information Technology Environment

The City of Cape Town has an employee base of 30 000 employees, consisting of permanent, contractors and temporary workers. Of these employees about 90% have access to electronic HR services. There are around 25000 user accounts registered in the directory management service and about 18500 PCs/desktops deployed. There are also privileged accounts, generic accounts and system accounts that fall outside of the employee count.

Current environment is depicted as per diagram below:



The following should be noted in terms of the current environment:

1. Productivity Core

- a) Word Processing
 - i. The current Word Processing Tool used is Microsoft Word 2016
 - ii. There are specialised users making use of advanced features such as secure scripted templates, mail merge etc.
- b) Presentations
 - i. The current Presentations Tool used is Microsoft Powerpoint 2016
- c) Spreadsheets
 - i. The current Spreadsheets tool used is Microsoft Excel 2016
 - ii. There are specialised users making use of very large and complex inter-linking spreadsheets, complex formulas, pivot tables, scripting, macros etc. There are several links and integration points to Microsoft Excel spreadsheets including reports generated from systems such as SAP, Mitel call centre system, SharePoint, in-house developed and third party applications
- d) Additional Productivity Software
 - i. These products are deployed to selected users (purchased individually) as required:
 - o Microsoft OneNote 2016
 - o Microsoft Access 2016
 - o Microsoft Projects 2016
 - o Microsoft Visio 2016
 - o Microsoft Publisher 2016
- e) E-mail and Archiving:
 - i. E-mail Back-end
 - o The current e-mail back-end system is Microsoft Exchange 2016
 - o Average total mailboxes - 32316
 - User mailboxes - 29429
 - Resources mailboxes - 310
 - Shared mailboxes - 2577
 - ii. E-mail Front-end
 - o The current e-mail front end system is Outlook 2016.
 - o The web front end and remote access via phones and tablets are also supported.
 - iii. E-mail Archiving
 - o The existing e-mail archiving system is Veritas Enterprise Vault 12.5.2.
 - o The system automatically stores all e-mails in a compressed format (3:1 ratio) to save space.
 - o Archived e-mails are viewed via a proprietary web front-end or a plug-in available in Microsoft Outlook.
 - o 122 TB total capacity in use
 - iv. External connections
 - o 1200 IP's in the SMTP Relay (2 Million a month)
 - o 30 send connectors within exchange
 - o One e-mail relay connector to the internet (average 5,000,000 emails sent per month)
- f) Unified Messaging and Collaboration
 - i. The current messaging solution is Microsoft Skype for Business 2015 and includes advanced functionality such as voice integration (telephony) as well as integration to Polycom for external video conferencing.
 - ii. External Video Conferencing. Currently Polycom is used for specialised video conferencing, external video conferencing and to connect participants dialling in via telephone.
 - iii. Total Profiled Skype for Business users -29311
 - o Users Profiled Users - 29254
 - o Resources Profiled - 57
- g) Directory Services
 - i. Microsoft Active Directory (AD) is currently used for Authentication, Managed Group Access, Domain Name Services, Dynamic Host Control Protocol, Certificate services.

- ii. AD manages authentication of users and user groups and resources (e.g. computers and servers) across all Windows based applications including in-house and third-party developed applications, GIS, various front-end productivity tools and back-end servers (see list below). The authentication methods are Kerberos, NTLM and Certificates.
- iii. AD is also used for active subnet and site discovery, and used by tools such as software distribution and monitoring. It utilises standards such as Lightweight Directory Access Protocol (LDAP), Secure LDAP (LDAPS) with an average throughput of 930 Gb in and out of the domain per day from 14 hosts. Enforcement of policies and standardisation of the user desktop and server environments is achieved through group policy management.
- iv. The following applications are currently dependent on Active Directory: MS Exchange, MS Office Suite, MS Skype for Business, SQL Server, MS SharePoint, ESRI Applications (GIS), MS System Centre Configuration Manager (SCCM), Third Party Applications, SAP Afaria, MS SCOM, Custom Development .net applications, AMT, VDI.
- v. The current Active Directory landscape is:
 - o Three domains
 - o 13 Domain Controllers / DNS Servers
 - o 4000 groups
 - o 27000 Users
 - o 21 000 Devices

2. Productivity Back-End Service Management

- a) Device and Real-Time Monitoring of endpoints is handled in Microsoft System Centre Operations Manager (SCOM)
- b) Current software imaging solution is Microsoft System Centre Configuration Manager (SCCM)
- c) Mobile Device Management
 - i. Current MDM tools in use are:
 - o SAP Afaria v7 SP33
 - o Huawei eUDC660 management system (proprietary) which is built for purpose to connect additional services used by safety and security staff
 - ii. Android Field Devices with Android version varying from 4.2 through to 11
- d) Software Distribution and Updates, Inventory Management
 - i. Software is currently distributed via Microsoft System Centre Configuration Manager (SCCM)
- e) Virtual Server Farm
 - i. The current solution is Microsoft Hypervisor.
 - ii. There are two data centres with replication and failover between the sites.
 - iii. The virtual server farm hosts both Microsoft and Linux servers
 - iv. The City of Cape Town has a total of 294 VM's
 - Windows server 2012 R2 = 210
 - Linux (Redhat + SUSE) = 84
 - v. The VM's can be categorised as
 - Small (1 CPU, 2GB RAM, up to 150 GB storage) = 9
 - Med (1 CPU, 4 GB RAM, up to 200 GB storage) = 57
 - Large (2 CPU, 8 GB RAM, up to 350 GB storage) = 127
 - X-Large (4 CPUs, 16 GB + RAM, 500 GB + storage)= 101
 - vi. The City have a total of 24 hosts (running Windows Server 2012 R2 Data Centre ED) between our two data centres that are housing these VM's.
- f) Networked Services
 - i. Currently some issuing of IP addresses is handled by DHCP Server
 - ii. DNS name resolution is handled by Windows servers (in Active Directory)
 - iii. Network printing (central management of remote printer queues) is handled via PrinterLogic a third party solution hosted on the client desktop
- g) Bulk SMS:

- Bulk SMS is handled via GrapeVine SMS which is a hosted cloud solution integrated to several City of Cape Town applications.
- Grapevine's Outlook SMS Plugin is installed on the desktops to allow sending and receiving of SMS from/into the Microsoft Outlook Client.
- Bulk SMS can be sent to contacts with mobile numbers associated.
- The Grapevine's Outlook SMS plugin integrates with Microsoft Excel to allow sending of SMS from Microsoft Excel. This enables functionality like: sending the same/standard message to multiple mobile numbers, or sending personalised SMS example by using a name field and mobile number field with a standard message. An average of 1.2 million SMS's are sent per month;
- Short-codes = 20 Premium Short-codes
- Short-codes = 1 x reversed bill short-code

Refer to IS&T Architectural Document (**Annex 4**) for further technical information regarding the CoCT current IT environment.

13.2 SCOPE OF WORKS:

13.2.1 BUSINESS GOAL AND OBJECTIVES

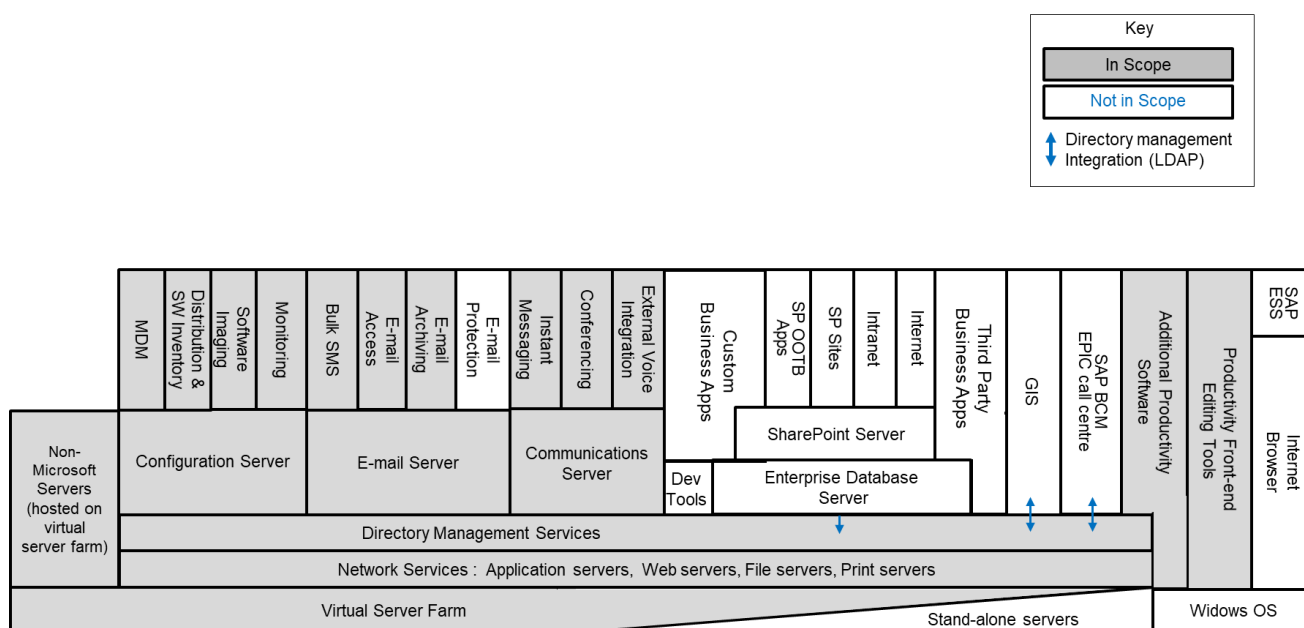
13.2.1.1 The main goal of this project is to provide Core Productivity Applications and Back-end and Service Management Systems thereby supporting the following:

- Improve employee productivity
- Improve remote work capabilities
- Improve audits and controls
- Improve the flow of information in the organization
- Increase access, knowledge sharing and collaboration

13.2.1.2 The key objective is to contribute to productivity gains, leveraging the City's technology investment to maximize staff performance for efficient and effective citywide service delivery.

13.3 DETAILED SCOPE OF THIS SOLUTION

The scope of the Productivity Core and Back-End Service Management Solution is depicted below:



13.3.1 SCOPE OF THE CORE PRODUCTIVITY SOLUTION

This scope definition is related to **SCHEDULE A** in section (5) **Price Schedule** of this tender document.

The solution provided under Schedule A must be from a **single** Original Software Manufacturer (OSM) and will cover the following functional areas of Productivity Core:

- a) Word Processing
- b) Presentations
- c) Spreadsheets
- d) Additional Productivity Software to be deployed to selected users (purchased individually) as required:
 - i. Note Taking
 - ii. Desktop database tool
 - iii. Desktop Project management tool
 - iv. Flowchart and Diagramming Tool
 - v. Media Creation and Publication tool

- vi. Workforce Productivity
- e) Email and Archiving
- f) Unified Messaging and Collaboration
- g) Directory Management Service

13.3.2 SCOPE OF THE PRODUCTIVITY BACK-END SERVICE MANAGEMENT

This scope definition is related to **SCHEDULE B** in section **(5) Price Schedule** of this tender document.

The solution may be from Multiple OSM's and will cover the following functional areas of Productivity Back-End Service Management:

- a) Device and Real-Time Monitoring
- b) Software Imaging
- c) Software Distribution and Updates and Inventory Management
- d) Mobile device management
- e) Virtual Server Farm
- f) Network Services
- g) Bulk SMS

Should your solution rely on a standalone database, the cost of the database licensing must be included in the total price of the scope item. The standalone databases must be of the same OSM across all your proposed solutions for Schedule B of this tender

13.4 FUNCTIONAL REQUIREMENTS

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

13.4.1 FUNCTIONAL REQUIREMENTS FOR A PRODUCTIVITY CORE SOLUTION

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

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

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Productivity Solution
Productivity Front-End Tools	<ul style="list-style-type: none"> • Industry leading and user friendly, front-end editing tools such as word processing, spreadsheet, presentations which will enhance employee productivity. • The front-end editing tools must be well integrated with each other and the proposed e-mail system

Functional Requirement Category	Functional Requirements – Productivity Solution
	<ul style="list-style-type: none"> • The front-end editing tools must be open and easy to integrate with common third party applications • The front-end editing tools must read and save documents directly in predefined storage locations managed by industry leading Records and Document Management solutions - adhering to all security restrictions and version control measures as implemented. • The front-end editing tools must by default be available for off-line use – i.e. not dependent on internet connection. • The front-end editing tools must enable mobile device users to read as well as edit documents. • The front end-editing tools must be able to read and edit historical documents created with the current productivity front-end which is Microsoft Office Suite Pro 2016 - retaining the features and formatting used. • The front-end editing tools must make use of templates and standardisation including re-use/import of existing templates. • The front-end editing tools must offer document restrictions and protection including but not limited to passwords • The front-end editing tools must offer help features, including search index and online help • The front-end editing tools must offer spell check and thesaurus features in multiple languages including but not limited to English, Afrikaans and Xosa • The front-end editing tools must offer macros and scripting including compatibility with legacy documents • All front end tools must seamlessly cater for remote workforce (e.g. work from home) with employees being able to connect, edit documents and receive updates remotely without having to connect to the City's network • All front end tools must have ability to auto save and recover documents • Ability to inherit global settings for all front end editing tools, e.g. language (EN-ZA), numeric format, date • Ability to configure global settings for all front end editing tools, e.g. save location, default doc type
Word Processing	<p>The solution shall include a Word Processing tool with functionality including (but not limited to):</p> <ul style="list-style-type: none"> • Text formatting and styles • Create and manage text, tables, pictures, charts, shapes, screen shots and hyperlinks • Borders and watermarks • Insert and manage column layouts • Find, replace and select functions • Page and print options, e.g., margins, paper size, headers and footers, page and section breaks, colours, page colours and borders. • Insert and edit tables of contents, table of authorities and table of figures, footnotes, endnotes and bibliographies • Insert and manage equations and symbols • Insert and edit page and paragraph/line numbers • Mail merge and mailing functions using data sources such as external database and spreadsheets • Ability to migrate existing mailing lists to the new system • Review and proofing tools – spell check, grammar, word count, thesaurus, compare documents, comments and track changes • Document view options such as switching windows and splitting views • Help features and prompts assisting users, translate and language settings • Save documents in a variety of formats including but not limited to pdf, docx

Functional Requirement Category	Functional Requirements – Productivity Solution
	<ul style="list-style-type: none"> Read / import documents in various formats including but not limited to pdf, doc, docx
Presentations	<p>The solution shall include Presentation editing and presenting functionality including (but not limited to):</p> <ul style="list-style-type: none"> Variety of presentation themes and slide layouts using templates and defaults Page formatting and print options, such as headers and footers, collation and colour printing. Insert and manage shapes, text boxes, charts, pictures Assisted alignment including ruler and snap functions Ability to zoom in/out for easier editing or to view full page, zoom % Palette of predefined shapes with easy formatting Insert and manage audio and video and screen recording. Ability to add pre-recorded timing and narration to slide show Apply and manage a variety of slide transitions, animations and slide timing options. Find, replace and select functions Save documents or individual pages in a variety of formats including but not limited to pdf, jpeg, xml, pptx and mp4 video Read / import documents in various formats including but not limited to ppt, pptx, pdf
Spreadsheet	<p>The solution shall include Spreadsheet functionality including (but not limited to):</p> <ul style="list-style-type: none"> Import data from a variety of sources and formats including but not limited to csv, XML, xls, xlsx Insert and edit pivot tables and charts including functionality such as KPIs, measures and data models Create and edit advanced scripting and form functionality including but not limited to buttons, selection boxes, check boxes, radio buttons Page formatting and print options, such as headers and footers, collation and colour printing. Save and export spreadsheets in a variety of formats including .pdf, jpeg, xls, xlsx Help features, including spell check and thesaurus. Text and cell formatting, conditional formatting and styles, merging, borders, colours, table templates. Data validation features. Sort, filter and find functions including advances features such as slicing and timelines Insert and edit pictures and shapes, charts, hyperlinks Create and manage data models and import or access data and run queries from a variety of external sources including SQL databases and Excel spreadsheets Create and edit mathematical equations and insert special symbols. Page view options such as arranging windows and splitting views. Financial, logical, text, date and time, lookup and reference, mathematics and trigonometry and other functions. Formula error checking including identification of circular reference Split text into columns based on a separator Remove duplicates. What-If analysis, find optimum values and forecasting functions Combine and split data – cells, rows, columns and spreadsheets. Move or copy spreadsheets within a file or to a different file. Compatible with a variety of 3rd-party add-ins and expansion packs. Inquiry tools such as file, spreadsheet and cell relationships.

Functional Requirement Category	Functional Requirements – Productivity Solution
	<ul style="list-style-type: none"> • File and spreadsheet protection and cell encryption. • Advanced functionality to remove spaces, characters and leading zeros, without having to use formulas. • Create, manage and populate mailing lists based on internal or external data source • Provide equivalent functionality to existing integration points to SAP and various in-house and third-party applications. • Read and Edit spreadsheets created in MS Excel 2016, including macros and advanced features without loss of format or functionality
Additional Productivity Software	<p>Make available additional software which will be simple to order and deploy individually to employees on request. Provide a list of additional software and include in the pricing schedule. Desired categories of software include:</p> <ul style="list-style-type: none"> • Note taking software Create notes across multiple devices and share with others. Insert pictures, screen grabs, audio, video and diagrams from other applications and record audio and video, embed (editable) files, tables, drawings, mathematical equations and use special symbols. Provide templates for various business documents as a framework. Create and edit mathematical equations and use special symbols. Integrate with email and task management application(s). Keep history of edits and versions. Help features and prompts assisting users, spellcheck, thesaurus, translate and language settings. • Project Management Tool Creating business projects and creating reports to measure progress and communicate project details. Project visualisation and resource planning as well as modelling of item dependencies. Ability to open an edit historical project documents developed using Microsoft Project 2016 • Desktop Database Tool Structured database tool for desktop or shared use. Management of data from databases, files and other data file. Ability to develop and deploy team level applications. Ability to open/import and edit historical database applications developed in Microsoft Access 2016 • Flowchart and Diagramming Tool Creation of flowcharts, network diagrams and architecture designs using standard diagram components and symbols. Compatible with the use of pallets (default or downloaded) for implementing standard diagram types such as flow charts, UML modelling, network diagrams, cloud deployment etc. Ability to open/import and edit historical diagrams developed using Microsoft Visio 2016. • Media Creating and Publication Tool Creating and publishing digital media online, print or to email. Full formatting and layout functionality. Ability to open/import and edit historical documents developed using Microsoft Publisher 2016. • Workforce Productivity Tools to organise workloads and task scheduling, tracking, in a single integrated Workspace / Dashboard of all activities for team collaboration and productivity tracking.
Email and Archiving	<p>E-Mail and E-Mail archiving Front-end</p> <p>The front-end for accessing e-mails shall include (but not be limited to):</p> <ul style="list-style-type: none"> • Platform optimised experiences on phones (at least iOS and Android), tablets, desktop/laptop computers - in keeping with latest operating system versions • Platform optimized reading of e-mails • The ability to undo mailbox actions such as deleting messages or moving messages

Functional Requirement Category	Functional Requirements – Productivity Solution
	<ul style="list-style-type: none"> • Address book functionality including ability to add contacts from other applications e.g., social media accounts (preferred) • Search suggestions and refiners for an improved search experience - anticipate what the user may be looking for, contextually-aware filters including (but not limited to) date ranges, related senders • Search across local, on-line and archived mailboxes • Rich link preview enabling users to preview items pasted as a link into messages - peek into the contents including video links • Markers allowing users to keep essential e-mails at the top of their inbox and mark others for follow-up • Integrate to accessibility features of the underlying operating system to accommodate users with special needs e.g., poor vision, deafness and other physical disabilities • Set mailbox rules such as out of office message, forwarding, automatic reply and deletion based on message content • Users able to block SPAM and PHISHING emails using desktop email client • Allow forensic auditors to access e-mail for investigation purposes <p>E-mail Back End E-mail back-end system offering access to email, calendaring, security and compliance features, high availability and seamless support for on-site, remote and mobile devices.</p> <p>The e-mail backend system shall include security and compliance features including (but not be limited to):</p> <p>Basic e-mail functionality</p> <ul style="list-style-type: none"> • Receive, read, compose and sending of e-mails as well as calendaring, task management and contacts management. <p>Messaging policy and compliance</p> <ul style="list-style-type: none"> • Protect sensitive data and inform users of internal compliance policies • Set up policies to keep the organization safe from users who might mistakenly send sensitive information to unauthorized people • Identify, monitor, and protect sensitive data through deep content analysis <p>Email Transport rules</p> <ul style="list-style-type: none"> • Implement transport rules to take action on messages while in transit - offering a rich set of conditions, exceptions, and actions, which provides flexibility to implement many types of messaging policies • Sending Bulk emails; • Integrate with Analytic Tools for email tracking • Allow anti-spamming and anti-phishing rules; • Rule-based blocking of attachment file types; • Rule-based blacklisting of untrusted domains. <p>S/MIME (Secure/Multipurpose Internet Mail Extensions)</p> <ul style="list-style-type: none"> • Send digitally signed and encrypted messages using S/MIME • Ensure that the message received in the inbox is the exact message that started with the sender • Verify that the message is from the sender is and not from someone pretending to be the sender • Protection for messages at rest and in-transit <p>Administrative actions</p> <ul style="list-style-type: none"> • Search for mailbox data across the organization

Functional Requirement Category	Functional Requirements – Productivity Solution
	<ul style="list-style-type: none"> Manipulate mailboxes e.g., delete e-mail across the organisation <p>Transport Layer Security (TLS)</p> <ul style="list-style-type: none"> Encrypt the tunnel or the route between email servers in order to help prevent snooping and eavesdropping <p>Mailbox audit logging</p> <ul style="list-style-type: none"> Track who logs on to the mailboxes in the organization and what actions are taken Particularly track access to mailboxes by users other than the mailbox owner - delegate users Specify which user actions (e.g., moving, or deleting a message) will be logged for which type of logon (e.g., administrator, delegate user, or owner) Audit log entries must include client IP address, host name, and process or client used to access the mailbox For items that are moved, the entry must include the name of the destination folder <p>Administrator audit logging</p> <ul style="list-style-type: none"> Keep a log of the changes an administrator makes affecting the organization Track the person who made the change Keep detailed records of the change that was implemented Comply with regulatory requirements and requests for discovery <p>The e-mail backend system shall include high availability and resilience features including (but not limited to):</p> <ul style="list-style-type: none"> Fast, reliable, high availability and fault tolerant e-mail service Service health and performance monitoring and reporting Solution design to ensure 99.99% uptime Able to integrate with leading Email Security Solutions. <p>E-mails must be accessible from various front-end solutions:</p> <ul style="list-style-type: none"> Access email & calendaring natively from mobile devices (Android, Apple) Access from a desktop/laptop computer using either: Full function access from a web browser or E-mail application deployed on the desktop Ability to access e-mail while off-line Access from the City of Cape Town network or directly from the internet <p>E-Mail Archiving</p> <p>All e-mails must be kept in an e-mail archiving system and be accessible to authorised users in accordance with data classification rules and in compliance with POPIA</p> <p>The tenderer shall provide an e-mail archiving solution. Such solution shall include (but not be limited to):</p> <ul style="list-style-type: none"> Automatic storage of all e-mails in read-only mode Compression of data to reduce storage capacity required Viewing of archived e-mails either via a plug-in from the e-mail front end (preferred) or alternatively via a web browser Migration, viewing and restoration of historical archived information - i.e., access to the existing archives in Enterprise Vault Authenticate users and enable profiles to be managed Allow active e-mail users to retrieve their own archived e-mails as well as that of a proxy user

Functional Requirement Category	Functional Requirements – Productivity Solution
	<ul style="list-style-type: none"> • Offer advanced search capabilities to locate relevant e-mails making use of Dates, Text searching of the content, from, to and subject fields • Save attachments and be able to search for an attachment • Exporting copies of selected e-mails • Print selected e-mails • Journaling of ALL email transactions • Legal Hold • Allow forensic auditors to access e-mail archives for investigation purposes • Retiring of stored e-mails
Unified Messaging and Collaboration	<p>Collaboration and messaging software which allows people to work together on projects over local and remote networks at the same time and also embraces the communications platforms, including email, instant messaging and desktop videoconferencing.</p> <p>The system shall provide unified messaging capability which includes (but is not limited to):</p> <ul style="list-style-type: none"> • Presence and location status e.g., available, away, do not disturb • Integration with Email/Calendaring Tool • Setup RSVP on online meeting invitations; • Location based Presence Status • File transfer • Desktop remote control privileges in active sessions • Ability to be able to report on the End-user status over a period of time • Transcribing content to text • Preferably G729 level of compression for voice calls. <p>Peer-to-peer communication</p> <ul style="list-style-type: none"> • Peer-to-Peer Voice calling • Peer-to-Peer Video Calling • Peer-to Peer Instant Messaging <p>Desktop Conferencing / Collaboration</p> <ul style="list-style-type: none"> • Conference instant messaging and saving of the conference chat • Conference Voice Calling • Conference Video Calling <ul style="list-style-type: none"> ○ <i>Screen sharing</i> ○ <i>Present desktop</i> ○ <i>Present program. Allow individuals to zoom and page though the presentation individually, point and draw in a shared manner</i> ○ <i>Play video including sound from shared screen</i> • Present Files • White Boarding - collaborative editing/drawing on a shared screen • Question and answers • Polling - publish a question and allow participants to answer (text, selection) with real time statistics (graph) and save the outcome, with audit logs (anonymous and identified polling) • Secure Voting <ul style="list-style-type: none"> ○ <i>Voting must be temper proof</i> ○ <i>Voting results be immediately available after tallying</i> • Ability to stream live online meeting to social media platforms • Meeting recording • Accommodate interactive large meetings (50 – 400 participants) • Accommodate large conferences (above 1,000 attendees – presenters vs attendees)

Functional Requirement Category	Functional Requirements – Productivity Solution
	<p>The messaging/conferencing solution shall be integrated to enterprise voice capabilities including (but not limited to):</p> <ul style="list-style-type: none"> • Native integration with existing PABX • Native integration with existing Video Conferencing Platform. • Ability to add various dialin rules • Ability to setup caller groups • Ability to setup boss-secretary groups; • Ability to setup hunting lines • Integrate with Apple Mac, Windows and Android Operating Systems • Link land-line number to the user's name, enables to receive/make land line calls • Calling an outside line to add someone during conference call • Accept outside line to dial into a conference • Billing integration - ability to bill voice calls to relevant department • Softphone capability - if a phone call is received it must be able to route to the user's softphone e.g., on desktop computer or mobile device • Solution design to ensure 99.99% uptime <p>Performance Reporting</p> <ul style="list-style-type: none"> • System Usage reporting; • Presence status reporting, e.g. location, availability • Ability to export logs to existing reporting tools <p>External Video Conferencing</p> <p>Desktop conference call solution must have the ability to join boardroom based conference calls and joining via telephone</p> <p>The conference call solution shall include the capability to:</p> <ul style="list-style-type: none"> • Connect desktop video conferencing to parties outside the City of Cape Town network through the existing Polycom platform used in boardrooms • Connect participants to the desktop conference via telephone
<p>Directory Service</p>	<p>The directory services management tool must handle authorisation of users and devices through Industry leading Identity and Lifecycle Management (ILM) solutions.</p> <p>The directory services management solution must provide authentication, managed group access, domain name services and dynamic host control protocol and certificate services.</p> <p>The directory services management solution must provide authentication methods including Kerberos, NTLM and PKI Certificates.</p> <p>The directory management services solution must fully support applications and tools which are dependent on directory services including those in scope of this tender and other dependent systems such as SQL Server, ESRI Applications (GIS), Third Party Applications, Custom Developed .net applications</p> <p>The productivity solution shall provide a Directory Services Management tool to handle authorisation of users and networked resources, such as Printers, Servers, Certificates, etc. Such tool shall include (but not be limited to):</p> <ul style="list-style-type: none"> • Integration to Industry leading Identity and Lifecycle Management (ILM) solution including single sign-on • Handle authentication of end users for front-end and/or backend solutions • Services, training, knowledge transfer and change management required to migrate to the new system including migration tools to move from current

Functional Requirement Category	Functional Requirements – Productivity Solution
	<p>to new system</p> <ul style="list-style-type: none"> • Seamless authentication of employees working remotely • Enforcement of policies and standardisation of the user desktop and server environments • Privileged user access managed in a logical structure/hierarchy through integration to Industry leading Privileged Access Management (PAM) solutions • Ability to restore deleted users and other objects - maintaining all previous relationships and privileges • Ability to monitor and provide audit information on servers, users logged in, password changes, group management activities etc. • When given a username, the directory service should returns the profile of the individual, which can include permissions for data access, as well as employee information. • When given a machine name, the directory should return the configuration of the hardware, including IP address. • Ability to monitor and maintain active subnets and sites in support of software distribution and monitoring • Solution design to ensure 99.99% uptime

13.4.2 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF PRODUCTIVITY SOLUTION - DEVICE AND REAL-TIME MONITORING

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

These functional requirements definition is related to **SCHEDULE B (B1.1)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
Device and Real-Time Monitoring	<p>Monitors virtualized and non-virtualized desktops, servers, applications, operating system and network devices for routine and non-routine events. Event managers provide real-time information for immediate use and log events for summary reporting used to analyse network performance.</p> <p>The system shall provide real time device monitoring which includes (but is not limited to):</p> <ul style="list-style-type: none"> • A holistic view of the health of end points - operating system and the applications running on it. • End points include virtualized and non-virtualized desktops, servers, applications, operating system and network devices • Allows for a proactive monitoring environment, detecting and remediating potential failures before they occur thereby reducing the impact to end-users. • Allows for isolation of monitoring activity according to logical business units or technologies • Viewing data for specific business units or technologies is defined via role-based security. • Alerts and other monitoring data can be viewed and edited from a single console. • Able to monitor server application specific services via a console, e.g. uptime and resource thresholds. • Start and end various server and application tasks from the console. • Provide a view of system performance, state and health information. • Integration with Industry leading Security Information and Event Management (SIEM) solutions • End-point device polling should be network efficient and not add load to the LAN /WAN, etc. • The ability to consume and interrogate event logs from multiple/various server operating systems • Solution design to ensure 99.99% uptime <p>Long Term Data store:</p> <ul style="list-style-type: none"> • Used to store historical data of the applications. • Currently retained for period of time and then archived (circa 180 days) - ideally longer but constrained to keep manageable (currently in SQL)

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
	<p>Reporting:</p> <ul style="list-style-type: none"> Used to generate reports of system health, state and performance. Scheduled reporting used for weekly or monthly reports of system health, state and performance in various formats e.g., PDF, Excel, HTML, WORD. Includes the use of custom reports. <p>Email/SMS notifications:</p> <ul style="list-style-type: none"> Alerts notification to designated individuals by email or SMS. <p>Audit Collection Services.</p> <ul style="list-style-type: none"> Collects specific Windows Audit Security log events from the Domain Controllers, to be used for auditing purposes.

13.4.3 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF PRODUCTIVITY SOLUTION – SOFTWARE IMAGING

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

These functional requirements definition is related to SCHEDULE B (B1.2) in section (5) Price Schedule of this tender document. The Tenderer must indicate in the column “Compliant Yes / No / Partially” whether the proposed solution adhere or can deliver on ALL the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

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Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
Software Imaging	<p>Preconfigure a workstation by overwriting the installed operating system with the same or different one, but combined with drivers, a selected set of applications and settings required by the users.</p> <p>The solution shall offer software imaging including (but not limited to):</p> <ul style="list-style-type: none"> Download image from licensing portal and import into management tool <ul style="list-style-type: none"> Support current and future versions of Microsoft Windows for example Windows 11 Import OS files and drivers into OS Management software Maintain a database of drivers, software and firmware downloaded Build the image and configure the drivers and software Configure steps to deploy the image to target devices Test the build to specific targeted devices Deploy the image to targeted devices -which may be specific machines or groups as defined in the directory service management tool

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
	<ul style="list-style-type: none"> • Deploy OS version updates to targeted devices • Ability to update existing image (not over-write) • Ability to update software drivers and firmware • Manage the database of images e.g. a standard but also specialised images for specific user types for secure management • PC hardware agnostic • Report on success/failure of deployments • Report on workstation health status • Ability to integrate with the proposed Software Deployment solution • Ability to export images e.g. to USB or external drive • Ability to deploy the image over the internet e.g. in remote working scenario and low bandwidth networks (remote imaging) • Ability to perform zero-touch image deployment (OS and applications) • Ability to perform out of band remote management • Seamlessly cater for remote workforce (e.g. remote working) with employees being able to remotely deploy images as well as OS version updates • Solution design to ensure 99.99% uptime

13.4.4 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF PRODUCTIVITY SOLUTION - MOBILE DEVICE MANAGEMENT

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

These functional requirements definition is related to **SCHEDULE B (B1.3)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

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Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solutions
Mobile device management	<p>A mobile Device Management solution to manage devices such as tablets and phones connecting to City of Cape Town network and systems by enforcing certain security controls and ability to remotely wipe if lost or stolen.</p> <p>Mobile Device Management (MDM) solution shall include (but not be limited to):</p> <ul style="list-style-type: none"> • Manage mobile field devices such as ruggedized handsets and smartphone type devices including but not limited to the latest Android and iOS devices. • Easy enrolment and authentication. • Profile management - configure and setup of various policies to secure corporate resources, allow or restrict access to certain device features. Impose and enforce policies on mobile devices. • Ability to create a standard image to be deployed to mobile devices • Support extended device policies and API's such as Samsung SAFE, Knox Standard and Knox policies or equivalent. • Provide access to corporate accounts - grant access to e-mail, Wi-Fi, and other kinds of corporate accounts for convenience and security. • Group devices to streamline policy distribution - groups based on department or app types. • Must integrate with the proposed software deployment technology. • Mobile asset management and reports - audit device compliance, scan devices to ensure compliant with company policy, Inventory reports of applications, software, and hardware. • App self-service catalogue with ability to deploy new and existing apps - must be compatible with existing SAP custom in-house developed apps. • Silent app installation, update or deletion – i.e., without user intervention. • App blacklisting and device blacklisting. • App-specific policies such as kiosk mode. • Device protection - detecting jailbroken or rooted devices, execute remote commands. • App security -blacklist malicious apps, remotely configure apps and essential permissions, automate app updates. • Protect corporate network access, allow enrolled devices to connect only to authorised Wi-Fi networks. • Ability to act as proxy to distribute device specific certificates (integrate into existing public key infrastructure (PKI)). • Blacklist or whitelisting web content

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solutions
	<ul style="list-style-type: none"> • Must be able to manage and configure current devices • Must therefore configure and enrol current devices and push policies and apps without any external internet connectivity, in other words bi-directional management • Solution design to ensure 99.99% uptime • Full device reporting including: <ul style="list-style-type: none"> ○ Device Name "Serial No" or "Asset No" ○ Username ○ Device Model ○ Last Connection Date ○ First Connection Date ○ IMEI No ○ Sim card no ○ Location ○ Device OS & version/build ○ Device Configuration Policies

13.4.5 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION - SOFTWARE DISTRIBUTION / UPDATES AND INVENTORY MANAGEMENT

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

These functional requirements definition is related to **SCHEDULE B (B1.4)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

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Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
Software Distribution and Updates Inventory Management	<p>Automated distribution of all desktop based software. This must include reporting on success/failure and ability to view distributed devices and their configuration (inventory) from a central point.</p> <p>Such a solution must include (but not be limited to):</p> <ul style="list-style-type: none"> • Schedule and Install software (and software updates and Device Drivers) on previously identified and inventoried target devices either automatically or as selected by the target user(s) • Ability to schedule non-critical updates outside business hours • Ability for user to postpone installation/reboot within the set parameters • Ability to perform Power Management and configuration centrally for all desktops. • Ability to filter and select targets from the available inventory by various criteria (e.g., Business Unit, Device Type, Operating System, Available Resources, Software License Availability, Geographic Location, Computer Make and Model, Specific Hardware Installed, etc.) • Record and report on the success or failure status of each deployment, and log state messages and error events to facilitate troubleshooting • Identify users and/or devices on the network that are potential targets for software deployment, and report on same = Inventory Reporting • Accumulate data in a self-maintaining central database (i.e., automatic purging of obsolete data), from which a multitude of reports can be drawn (i.e. Software Metering) • Seamlessly cater for remote workforce (e.g. remote working) with employees being able to receive updates remotely without having to connect to the City's network • Ability to link user with device in the hierarchy / container, asset management e.g. how many devices assigned to a user. • Remote Management of clients • Ability to identify Performance issues • Client Self-healing capabilities • Client online status – Is this device online and connected to the network? • Client activity – Is the client communicating with the server?

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
	<ul style="list-style-type: none"> • Client health check – Periodic evaluation of the client • Obsolete – Is the device obsolete? • Client health dashboard – Provide a dashboard with information about the health of clients in the environment. • Gather hardware/software data about client computers, or to monitor specific mission-critical client computers in the organization • Should report on audit device compliance , scan devices to ensure compliant with company policy, Inventory reports of applications, software, and hardware. • Highlight possible root causes to assist with troubleshooting procedures • Solution design to ensure 99.99% uptime

13.4.6 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION – VIRTUAL SERVER FARM

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

These functional requirements definition is related to **SCHEDULE B (B1.5)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

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Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Core Productivity Applications
Virtual Server Farm	<p>Host the on-premise virtual server farm for new and legacy backend services in a secure, scalable manner offering high speed, fail-over, monitoring and task automation. The requirement is for a like for like replacement of the current virtualised software environment and excludes hardware.</p> <p>Migration of 10% of existing servers must be included in the pricing and project plan. This is a pilot as must cover a representative sample of all server types.</p> <p>The virtual server farm system shall include (but not be limited to):</p> <p>Virtual machine replication</p> <ul style="list-style-type: none"> • Server forwards information about changes that occur on the primary virtual machines to a second or third standby server. • After a planned or unplanned failover from the primary server to the replica server, the extended replica server must provide business continuity protection. • Seamless process – end users should not be aware of this. • Off-line replication if required - to save network bandwidth. <p>Guest operating system support for both Linux and MS Windows Server</p> <ul style="list-style-type: none"> • Run Windows and Linux virtual machines side-by-side on the same host machine. <p>Dynamic memory</p> <ul style="list-style-type: none"> • 'Hot' add and remove functionality without taking the server down. • Ensure policy based allocation of memory resources to each virtual machine. <p>Online VM storage migration and resize</p> <ul style="list-style-type: none"> • Virtual hard disks resized while the virtual machine is running. • Virtual hard disks attached / migrated while the virtual machine is running. <p>Online backup</p> <ul style="list-style-type: none"> • Ability to backup running virtual machines to an online backup target destination • Use native data protection or a third-party backup solution <p>Fail-Over Clustering</p>

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Core Productivity Applications
	<ul style="list-style-type: none"> Enhanced detection of network connectivity or other underlying host issues If the physical host assigned to the virtual machine suffers a failure (such as a faulty switch port or network adapter, or a disconnected network cable), the failover cluster must move the virtual machine to another node in the cluster to restore network connectivity. Solution design to ensure 99.99% uptime <p>Stand-Alone host</p> <ul style="list-style-type: none"> Support stand-alone host servers that are not in a clustered configuration <p>Virtual Machine Portability</p> <ul style="list-style-type: none"> Export & Import of a running virtual machine from one host to another <p>Migration (individual machines)</p> <ul style="list-style-type: none"> Transparently move running virtual machines from one host to another without perceived downtime -online migration (live migration) Off-line migration - export to another media (e.g., copy to disk) and import on the other side. <p>Virtual Machine Management Tools</p> <ul style="list-style-type: none"> Administrative tools to manage hosts and virtual machines (VMs) both locally and remotely Dashboard / view of performance, errors and alerts Available remotely - another server or desktop can connect to the host being managed Execute tasks manually <p>Task automation</p> <ul style="list-style-type: none"> Automation of management tasks e.g., provide sequencing for multiple servers on host. Prioritise servers over others Automation for dependent systems e.g., backup. Drive the steps from an external system or from within the console. <p>Support options</p> <ul style="list-style-type: none"> Secure Boot (enabled by default) Boot from a SCSI virtual hard disk Boot from a SCSI virtual DVD PXE boot by using a standard network adapter UEFI firmware support <p>Shared Virtual hard disk</p> <ul style="list-style-type: none"> Shared virtual hard disks enable multiple virtual machines to access the same virtual hard disk file. <p>Modifying and re-sizing virtual disks</p> <ul style="list-style-type: none"> Resize virtual hard disks while the virtual machine is running Enabling an administrator to perform configuration and maintenance operations while the virtual machine is online or the virtual hard disk data disk is in use. <p>Start order priority for clustered virtual machines</p> <ul style="list-style-type: none"> Guest VM start-up sequencing. Also relevant to single instance host - prioritise servers and boot sequencing. <p>Checkpoint or saved state</p> <ul style="list-style-type: none"> Fully functional point in time" image" of a virtual machine, which can be restored to at a later stage.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Core Productivity Applications
	<p>Management</p> <ul style="list-style-type: none"> • Network diagnostic and troubleshooting tools. • Generate reports and stats. • Command line interface to manage virtual machines. • Facilitate scripting of tasks

13.4.7 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION – NETWORKED SERVICES

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

These functional requirements definition is related to **SCHEDULE B (B1.6)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

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Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
Networked Services	<p>The solution shall provide networked services including but not limited to:</p> <ul style="list-style-type: none"> • Queue Base Printing • Dynamic Host Control Protocol (DHCP) • DNS name resolution • Network File Share Service • Solution design to ensure 99.99% uptime

13.4.8 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION – BULK SMS

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

These functional requirements definition is related to **SCHEDULE B (B1.7)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No./ Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

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

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
Bulk SMS	<p>The solution shall offer:</p> <ul style="list-style-type: none"> • Basic message to feature – email to mobile phone (SMS) • SMS Solution Integration with internal applications, i.e. monitoring applications, SAP, Exchange, etc. • Allow web interface for sending of SMS • Application or Plugin for SMS sending SMS • Enabling Application plugin for sending SMS • Message to smartphone – data notification via application • Enabling the sending of single SMS exceeding the 160 character limit. • Short-code – allowing the sending of SMS to a 5 digit number, e.g. 31373 • Reverse billed SMS – allowing the City to pay for all SMS send to the City • Reverse billed Short-code – Enabling the City to pay for SMS send to the City • Long-code – enabling the City with dedicated long code for SMSs • Enabling the City with USSD • Enabling the City with Reverse billed USSD – The City to pay for all USSD transactions. • Detailed reporting on SMS usage across all SMS features and functionalities • Solution design to ensure 99.99% uptime <p>The bulk SMS functionality must be integrated with the front end e-mail solution provided. This includes but is not limited to:</p> <ul style="list-style-type: none"> • Receive SMS in a user's mailbox • Send bulk SMS messages to contacts that have mobile numbers associated • Manipulate SMS contact lists externally and import to the system for sending • Sending SMS from applications

13.5 TECHNICAL SPECIFICATION

13.5.1 Technology Supported

The Productivity Solution should support modern technology based on the following extensive or inclusive list as a minimum (see Table below).

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance to Specification by indicating **Yes/No/Partially** on **Schedule 15T** of the tender. If No or Partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

Paradigm/Context	Protocols	Serialisation/Data Formats
File Transfer	FTP (IETF Datatracker RFC959)	
email	POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252)	
REST SOAP	HTTP/1 (IETF Datatracker - RFC7230) HTTP/2 (IETF Datatracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455)	JSON (IETF Datatracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2)
Message Queue Pub-Sub	Kafka Protocol AMQP (AMQP - 1.0, 0-9-1) ZMQ (RFC.ZeroMQ - 23/ZMQ) MQTT (OASIS - Version 5)	
Data transfer	LDAPS ODBC	
Security protocols	TLS1.2 or later	
Runtime	Only the Open components of the Java Platform SE/EE must be used eg OpenJDK	

Refer to list of websites below for further detail:

- **IETF Datatracker:** <https://datatracker.ietf.org/>
- **ODBC:** <https://github.com/microsoft/ODBC-Specification>
- **SOAP, XML:** <https://www.w3.org>
- **YAML:** <https://yaml.org/spec/1.2/spec.html>
- **Kafka Protocol:** <https://kafka.apache.org/protocol.html>
- **AMQP:** <https://www.amqp.org/resources/specifications>
- **ZMQ:** <https://rfc.zeromq.org/spec/23/>
- **MQTT:** <https://docs.oasis-open.org/mqtt/mqtt/v5.0/mqtt-v5.0.html>

13.6 PROJECT REQUIREMENTS

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

The phases and deliverables identified here are aligned with the CoCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to Schedules A to F. Indicate resources and duration for individual scope items on the project plan. The expected overall project duration is expected to be within 24 months.

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

Minimum Requirements for a project plan:

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

Please respond to this requirement in Schedule 15U of the tender. The information provided will not be used for evaluation purposes.

13.6.1 Requirement for a Productivity Solution Software and Licensing

The following provide for the requirements and deliverables for the Productivity Solution Software and Licensing.

Refer to **Schedule A and B in section (5) Price Schedule**

Deliverable Category	Requirement Description
Software	<ul style="list-style-type: none"> • Once off cost for Software
Licencing	<ul style="list-style-type: none"> • Recurring Costs (Annual licence cost, pricelist detail to be provided)

13.6.2 Requirement for the Implementation of the Productivity Solution

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

The tenderer are required to list all pre-requisites / dependencies that needs to be in place in order for the proposed solution to be implemented. Please respond to this requirement in Schedule 15U of the tender.

Deliverable Category	Requirement Description
Implementation	<p>Implementation encompasses all the post-sale processes involved in the Productivity Solution operating properly in its environment.</p> <p>The expected duration for implementation of all solutions (core and back-end) are 24 months followed by a 3 month post go-live support period.</p> <p>Implementation encompasses all processes involved to ensure it is operating properly:</p> <ul style="list-style-type: none"> a) Discovery and Planning <ul style="list-style-type: none"> • Assessing the current environment and planning upgrades/replacement to the new proposed solutions b) Design <ul style="list-style-type: none"> • Architectural resilience to ensure 99.9% uptime c) Build and Implement <ul style="list-style-type: none"> • Implementation and configuration of proposed solution d) Testing <ul style="list-style-type: none"> • Testing of proposed solution, minimising disruptions to the City e) Deployment/Roll-out <ul style="list-style-type: none"> • All software is fully configured, ready for use and deployed to the relevant users f) Migration, Integration and Re-Development <ul style="list-style-type: none"> • All users migrated and ready to use the new systems • Any data migration tasks associated with decommissioning of legacy systems in place of the new proposed solution as part of this tender response • Templates and standard documents must be migrated and made available for use • Integration and touch points must be investigated, re-tested, updated and documents migrated as applicable. g) Change Management <ul style="list-style-type: none"> • Organizational change management related to introduction of the new solution - after completion, the organization must be ready to continue operating as before • Change Management includes any interventions that would assist and ensure the end-user remains productive whilst and post implementation of the new solutions. Interventions can include but not limited to: <ul style="list-style-type: none"> ○ videos ○ end-user guides ○ demonstration sessions ○ self-help communications ○ training • The level of Change Management to be sufficient that most users will not require subject specific classroom based training to switch to the new solution h) Training

Deliverable Category	Requirement Description
	<ul style="list-style-type: none"> IS&T support staff are appropriately trained as detailed in Schedule D <p>i) Support</p> <ul style="list-style-type: none"> Provide appropriate level of support as detailed in Schedule E Enhanced three month period of support post Deployment <p>The tenderer to provide:</p> <ol style="list-style-type: none"> high level plan including all above processes where applicable for each scope item. All-encompassing plan to be provided indicating sub-durations and proposed sequencing of scope implementations
Productivity front end	<ul style="list-style-type: none"> Deal effectively with migration of power users who have complex documents and make use of advanced functionality Configure package and roll-out of the productivity tools on the Software distribution platform Staff communications and Change Management Training as per Paragraph 13.6.3 Support as per Paragraph 13.6.4 <p>Expected maximum implementation duration: 12 months</p>
Email and Archiving	<p>Email:</p> <ul style="list-style-type: none"> 80% users and mailboxes migrated to new email system (Back-end and Front-end respectively) by SI The remaining 20% to be done operationally by CCT (Back-end and Front-end respectively) SI remain responsible for knowledge transfer and execution. Prepare the new system and introduce coexistence with the old system <p>Expected maximum implementation duration: 6 months to platform readiness</p> <p>Total maximum project duration 18 months, including all migration</p> <p>Archiving:</p> <ul style="list-style-type: none"> Migrate from Enterprise Vault 65TB (65% to 75% compressed) <p>Total maximum project duration 18 months, including all migration</p>
Unified Messaging and Collaboration	<ul style="list-style-type: none"> All users transitioned to new messaging and collaboration system (Back-end and Front-end respectively) by SI) Integration between legacy and new messaging and collaboration systems to be in place for duration of the transition period Integration of messaging into new e-mail system e.g. calendars, presence Decommissioning of the old environment

Deliverable Category	Requirement Description
	Total maximum project duration 12 months
Directory Management Service	<ul style="list-style-type: none"> • Integration with Identity Lifecycle Management (ILM) system in terms of Authentication • Implement Directory Management Service including migration of users <p>Expected maximum implementation duration: 9 months</p>
Additional Productivity Software	<ul style="list-style-type: none"> • Deal effectively with migration of power users who have complex documents and make use of advanced functionality • Configure package and roll-out of the respective software on the Software distribution platform • Staff communications and Change Management • Explain process for ordering additional software with timeline and distribution mechanism to make it available to relevant end user (all) • Expected duration of packaging and configuration: 2 Weeks
Device and Real-Time Monitoring	<ul style="list-style-type: none"> • Install and configure the backend platform • Roll-out to 500 servers • Roll-out to 5000 PC's <p>Expected maximum implementation duration: 3 months to platform readiness</p> <p>Total maximum project duration 12 months, including deployment / roll-out</p>
Software Imaging	<ul style="list-style-type: none"> • Install and configure the backend platform • Roll-out of Image to 15 000 end points <p>Expected maximum implementation duration: 3 months to platform readiness</p> <p>Total maximum project duration 6 months, including deployment / roll-out</p>
Software Distribution and Updates and Inventory Management	<ul style="list-style-type: none"> • Install and configure the backend platform • Roll-out to 15 000 end users <p>Expected maximum implementation duration: 3 months to platform readiness</p> <p>Total maximum project duration 6 months, including deployment / roll-out</p>
Mobile device management	<ul style="list-style-type: none"> • Install and configure the backend platform • Roll-out to 6 000 mobile devices <p>Expected maximum implementation duration: 3 months to platform readiness</p> <p>Total maximum project duration 6 months, including deployment / roll-out</p>

Deliverable Category	Requirement Description
Virtual Server Farm	<ul style="list-style-type: none"> • Training and knowledge transfer to enable CoCT to do remaining migration • Migration of 80% across all server types • The remaining 20% to be done operationally by CCT. SI remain responsible for knowledge transfer and execution. • Migration of 10% of existing servers must be included in the pricing and project plan. This is a pilot as must cover a representative sample of all server types. • Hardware Procurement and Commissioning is excluded <p>Expected maximum implementation duration for Platform Readiness : 9 Months</p> <p>Expected maximum implementation duration for total project including migration of 10% representative sample: 24 months</p>
Networked Services	<ul style="list-style-type: none"> • Printer Logic Solution to be configured on new platform • DHCP and DNS configuration and setup <p>Expected implementation duration: 3 months</p> <ul style="list-style-type: none"> • Vulnerability and CIS compliance mitigation and implementation for the duration of the tender as part of post implementation support. Duration initially 30 days after delivery of respective solutions, thereafter to be maintained for the duration of the tender.
Bulk SMS	<ul style="list-style-type: none"> • 100% users migrated to Bulk SMS system (Back-end and Front-end respectively) • SI remain responsible for knowledge transfer and execution. • Phased migration • Roll-out to 4000 users <p>Expected maximum implementation duration: 3 months to platform readiness</p> <p>Total maximum project duration 6 months, including migration</p>

13.6.3 Requirements for Training Services on the Productivity Solution

The following provide for the requirements and deliverables for training on the Productivity Solution. Refer to Schedule D in section (5) Price Schedule

Deliverable Category	Requirement Description
Support Staff Training	<p>It is required to provide for the necessary support structure and resource capacity needs in order to run the Productivity Core and Back-End Services Management solutions effectively through the training of CCT support staff.</p> <p>Support Staff Training encompasses:</p> <p>Provide role based training in the following competency areas:</p> <ul style="list-style-type: none"> • Level 1 Technical Support Engineer (Junior) • Level 2 Technical Support Engineer (Professional) • Level 3 Technical Support Engineer (Senior Professional) <p>Training to be classroom based or virtual provided in the following possible group/class sizes per competency area.</p> <ul style="list-style-type: none"> • 1-5 Trainees • 6-10 Trainees • 11+ Trainees <p>Tenderer to provide rate per individual for each of the above mentioned group sizes.</p> <p>Provision to be made for pre- and post go-live training for the specified competency areas allowing for specified group/class sizes, or combination thereof, as required by CCT.</p> <p>Tenderer to specify any prerequisites that may be vital for the applicable training attendees. Training provided to be at an Advance level where trainee will be able to take the lead on their activities.</p>
Train the Trainer for End-user training (Business Super users)	<p>It is required to provide for the necessary training to enable selected business super users to support and provide basic training of the full desktop productivity solutions (Schedule A) to end-users to assist with the transitioning onto the new solutions proposed in this tender</p> <p>Train the Trainer encompasses:</p> <p>Providing end-user training in the following competency areas:</p> <ul style="list-style-type: none"> • User of the desktop productivity solutions <ul style="list-style-type: none"> ○ Word Processing ○ Spreadsheets ○ Presentation ○ Email ○ Unified Messaging and Collaboration <p>Training to be classroom based or virtually provided in the following possible group/class.</p> <ul style="list-style-type: none"> • 1-5 Trainees • 6-10 Trainees

	<ul style="list-style-type: none"> 11+ Trainees <p>Tenderer to provide rate per individual for each of the above mentioned group sizes.</p>
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Detail on the applicable competency areas are provided below:

Competency Area	Level Definition	Resource Category	Role Description
Level 1 Technical Support Engineer	These are calls that can be resolved by Service Desk through remote assistance – troubleshoot and resolve application	Junior Engineer	<ul style="list-style-type: none"> Corrective maintenance including on-site intervention Diagnosis (show commands), service restoration and/or correction of hardware on site (eg SFPs), resolve basic configuration problems (e.g. re-configure IPs, point static routes and basic IGP/BGP troubleshooting). On-site assistance (hands and eyes) to L2 Engineer. Identify and replace SFPs, patching cabling issues etc. Perform base problem determination and collect relevant technical information for further analysis by a higher level engineer. Resolve obvious hardware problems e.g. replacement of SFPs, power supplies, fiber leads etc. Provide basic internetworking troubleshooting (e.g ping, trace route, port bouncing etc. Collect and supply captured network traces and diagnostic data for further analysis. Provide problem resolution status report updates and escalate unresolved problems to L2 as required. Provide access details to L2. Provide root cause to Technical Operations Centre
Level 2 Technical Support Engineer	These are calls that are troubleshoot and resolve by field engineers. Examples are desktops not able to communicate with the backend systems	Professional Engineer	<ul style="list-style-type: none"> Perform all Level-0 &1 Engineer functions including the following: Remote problem analysis and correction with the assistance of on-site L1 engineer as hands and eyes on site. On site intervention when required in order to assist L1 Detailed diagnosis (eg performance/analysis of routing/transport protocols (OSPF, BGP, LDP etc) supported by on-site intervention where appropriate. Guiding/Assisting of L1 based on findings on L1 investigation / logs etc, confirmed by L1 and on agreement with incident manager. Resolve the majority of complex configuration problems by troubleshooting Resolution of most Hardware, and Software problems Analyze traces and diagnostic data when appropriate as supplied by L1

			<ul style="list-style-type: none"> • Generate workarounds for Hardware and Software bugs (where present or if alternate functionalities allow it) and troubleshooting bugs that were not diagnosed or resolved by L1 • Plan and Resolve Hardware and Software bugs in collaboration with L3 and/OSM support. • Escalate unresolved Problems in a timely manner to. • Upload, install and deploy firmware updates or bug fixes on instruction of vendor • Testing of updates and firmware. • Provide access details to L3 • Provide root cause to Technical Operation Centre
Level 3 Technical Support Engineer	These are issues that are troubleshoot and resolve by System engineers. Example are communication between fileservers and SAN; communication issues between a backend system and the internet, or when system outage is affecting more than 90% of the user community	Senior Professional Engineer	<ul style="list-style-type: none"> • Perform all Level-0,1 &2 Engineer functions including the following: • Providing support and giving advice to Level 2 upon request in order to solve severe problems. • Assistance of L2 • Escalation to OSM suppliers when necessary. • Providing software patches and implementation procedures to Level 2 support and/or assist when necessary. • Provide enhanced technical support services, and end-to-end network support to investigate and resolve complex problems. • Carry out a focused analysis taking into account the diagnosis results and actions already undertaken by Level 2 team • Take the appropriate corrective actions or determine workarounds for problem neutralization • Provide root cause to Technical Operations Centre

13.6.4 Requirements for Maintenance and Support Services on the Productivity Solution

The following provide for the requirements and deliverables for maintenance and support of the Productivity Solution. Refer to Schedule E in section (5) Price Schedule

Deliverable Category	Requirement Description
Maintenance	<p>Ongoing service that ensures the maintenance of the Productivity Core and Back-End Service Management solution. This includes:</p> <ul style="list-style-type: none"> • Fixing faults, • Applying security patches • Enabling new features • Applying any other updates/upgrades that become available for the software that forms part of the productivity solution.

Deliverable Category	Requirement Description
	<p>Maintenance encompasses the end-to-end process from relevant improvements being available for the software, to the testing of these improvements, to the final implementation on the production systems.</p> <p>The service provider would be expected to conform to the City's standard processes in this regard, which include, but are not limited to, the use of distinct test and production environments, as well as governed change control processes.</p>
Support	<p>Support encompasses:</p> <ul style="list-style-type: none"> • Support requirement is 24 hours a day 7 days a week. • Technical support will be provided by trained CCT staff (Level 1, 2 and 3) with escalated support to be provided by Tenderer • All application support will be the responsibility of the appointed tenderer • Dedicated end-user support for a defined period after or during roll-out of the Productivity Front-end tools

13.6.5 Requirements for Professional Services for the Productivity Solution

The following provide for the requirements and deliverables for professional services for the Productivity Solution. Refer to Schedule **F in section (5) Price Schedule**

No.	Function / Role	Experience level
1	Project Manager	5+ years relevant experience
2	Senior Project Manager	8+ years relevant experience
3	Architect	5+ years relevant experience
4	Senior Architect	10+ years relevant experience
5	Subject matter expert	5+ years relevant experience
6	Senior Subject matter expert	8+ years relevant experience

13.7 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

13.8 EMPLOYMENT OF SECURITY PERSONNEL

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

13.9 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 1**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 2**).
- c) Joint Venture Expenditure Report (**Annex 3**).

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

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

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

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

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

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case
characters; alternatively, should a computer not be available, handwritten in black ink.
2 Incomplete / incorrect / illegible forms will not be accepted.
3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted
out services or works) shall apply to the completion and submission of these forms.
4 This document is available in Microsoft Excel format upon request from the City's EPWP
office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the
e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to
reflect the actual end date

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the
current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be
reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not
exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits)
shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

[illegible]

ACTUAL START DATE (yyyy/mm/dd)							ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)						
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)													
R													

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:		Year		Month		Sheet								
						1 of								
No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay day (R – c) per		
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
												0	0 R	-
Declared by Contractor or Vendor to be true and correct:		Name		Signature										
		Date												
Received by Employer's Agent / Representative:		Name		Signature										
		Date												

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

TENDER NO. AND
DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

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

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total: R

Expressed as
a percentage
of P*

%

Signatures

Declared by
supplier to
be true and
correct:

Date:

Verified by
CCT Project
Manager:

Date:

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND
DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

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

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

¹Documentary evidence to be provided

Signatures

Declared by
supplier to
be true and
correct:

Date:

Verified by
CCT Project
Manager:

Date: