

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 Page 24 of 80

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

THE CONTRACT

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

AND

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

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

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	✓
Alternative Offer (see clause 2.2.11.1)	n/a

Preamble

WHEREAS the City of Cape Town is des

1. The first part of the document is a letter from the author to the reader.

2. The second part of the document is a letter from the reader to the author.

3. The third part of the document is a letter from the author to the reader.

4. The fourth part of the document is a letter from the reader to the author.

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C.1 DETAILS OF TENDERER / SUPPLIER

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

☐ Individual / Sole Proprietor

☐ Close Corporation

☒ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	Quintica SA (Pty) Ltd
Trading as (if different from above)	Quintica SA (Pty) Ltd
Company / Close Corporation registration number (if applicable)	[REDACTED]
Postal address	[REDACTED] [REDACTED]
Physical address (Chosen Domicilium Citandi Et Executandi)	[REDACTED] [REDACTED]
Contact details of the person duly authorised to represent the tenderer	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Income tax number	[REDACTED]
VAT registration number	[REDACTED]
SARS Tax Compliance Status PIN	[REDACTED]
CCT Supplier Database Registration Number (See Conditions of Tender)	[REDACTED]
National Treasury Central Supplier Database registration number (See Conditions of Tender)	[REDACTED]

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☒ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☒ 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? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

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

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

The Tenderer, identified in the offer signature table below,

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

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

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the Tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

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

Notes:

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

1 Subject **Notice to Tenderer No.1**

Details Dated 28 July 2025

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2 Subject **Notice to Tenderer No.2**

Details 29 July 2025

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3 Subject **Awarded Rates**

Details Contract shall be subject to negotiated awarded rates as per C.4 Price Schedule

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4 Subject

Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the process of offer and acceptance between the issue of the tender documents and the Commencement Date, shall have any meaning between the Parties arising from the agreement.



Email: [REDACTED]

28 JULY 2025

NOTICE TO TENDERERS – NO.1

TENDER NUMBER : 324S/2024/25

BOX NUMBER : 255

CLOSING DATE : 20 August 2025

DESCRIPTION : SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION

1. BRIEFING SESSION PRESENTATION

- A non-compulsory briefing session was held on 11 July 2025.
- A copy of the briefing session presentation is attached to this Notice as **Annexure A**.
- Please note that anyone can still tender irrespective of having attended the briefing session or not.

2. TENDER RELATED QUESTIONS AND RESPONSES

- The following table is a summary of all tender-related questions received thus far (up until 21 July 2025), including all questions raised during the briefing session:

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
1.	08 July 2025	Current service team members / agents who will be logging, updating and closing tickets on the system.	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the Specifications, clause C.5.2 (Background Information)
2.	08 July 2025	Estimated end-users who would be utilising self-service services i.e.: logging their own calls. - please confirm this is around 40 000 users.	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the Specifications, clause C.5.2 (Background Information).
3.	10 July 2025	Can you provide more details on the current ITSM processes, pain points, and any customizations in SAP CRM ITSM and CA/DX NetOps?	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context) and more specifically, clause C.5.3.1 (Overview of the current and future ITSM landscape) and Figure C.5.3.1 (Current ITSM Implementation)
4.	10 July 2025	What are the main challenges you face with the current tools that you want to overcome with the new solution?	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context).

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
5.	10 July 2025	What are the metrics for IT service delivery?	Limited metrics e.g. Number of calls logged Number of calls closed Logged vs closed %	Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context).
6.	10 July 2025	What are the metrics for employee experience?	Limited metrics: Surveys e.g. Happy with service delivered? Agent response etc.	Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context).
7.	10 July 2025	How is the IT service delivery metric being measured & tracked?	Limited metrics e.g. Standard and Ad-Hoc reports. To be implemented with SLA implementation.	Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context).
8.	10 July 2025	How is the employee experience metric being measured & tracked?	Limited metrics e.g. Standard and Ad-Hoc reports. To be implemented with SLA implementation.	Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context).
9.	10 July 2025	How are your three service desks currently operating separately? What challenges do you face due to the lack of integration?	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context)
10.	10 July 2025	What are the sizes of the 3 service desks?	The information that can be disclosed at this stage is contained in the tender document.	Refer to C.5.2 (Background Information).
11.	10 July 2025	Are these service desks in-house or managed by vendors?	In-house.	-
12.	10 July 2025	Which roles are part of the CCT Technical staff to whom KT needs to be provided?	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the briefing session presentation, item 10.4 (Lessons Learned), as well as the following sections in the tender document: - Schedule C.4.C (Pricing for Training on the ITSM Solution) - Clause C.5.7.3 (Requirements for Training on the ITSM Solution)
13.	10 July 2025	How do you define "out-of-the-box," "configurable," and "custom" in the context of your requirements? Are there any requirements where custom development is acceptable or preferred?		Please refer to Schedule F.13.F (Solution Component 1 – Service Design) in the tender document, where the terms are defined as applicable to this tender.
14.	10 July 2025	What are your top 3 priorities for this ITSM transformation—automation, cost reduction, better SLAs, improved user experience, etc.?		Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context).
15.	10 July 2025	Are there any ITSM processes from the provided list (e.g., Change, Release, Event Management, CMDB) that are must-haves vs. nice-to-haves for go-live?		Please refer to Returnable Schedules F.13.F to F.13.I, which list all compulsory Solution Components.
16.	10 July 2025	Is there a preferred approach or methodology for data migration, especially for the 10,000 active records and CMDB items?	No preferred approach.	-
17.	10 July 2025	What is the expected level of involvement from CCT IT staff during the transition and migration phases?	Fully involved.	-

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
18.	10 July 2025	Are there any existing ServiceNow modules or licenses already in use at CCT?	None.	-
19.	10 July 2025	What are your expectations for the self-service portal and mobile app in terms of user experience and accessibility?		Please refer to Returnable Schedules F.13.F to F.13.I, which list all compulsory Solution Components.
20.	10 July 2025	What functionality do you envision for the end-user self-service portal and the mobile apps for IT support staff?		Please refer to Returnable Schedules F.13.F to F.13.I, which list all compulsory Solution Components.
21.	10 July 2025	Is there any custom branding or multilingual support required for the self-service portal?	English with multi-lingual capabilities	-
22.	10 July 2025	Can you share more detail about the expected volume of incidents, service requests, and concurrent users to size the solution correctly?	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the Specifications, clause C.5.2 (Background Information).
23.	10 July 2025	What level of automation are you expecting across incident, problem, and change workflows?		Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context) and clause C.5.5 (Scope and Requirements of the ITSM Solution).
24.	10 July 2025	Could you elaborate on current asset discovery methods and what asset data (hardware, software, network) you'd like auto-populated in the CMDB?	There are no current asset discovery methods. Furthermore, the information that can be disclosed at this stage is contained in the tender document.	Please refer to Briefing Session Presentation, Slide 7 (Specifications); as well as the tender document - Specifications & clause C.5.5.5 (Delivery of Requirements).
25.	10 July 2025	For the 25,000 CIs expected, is there an established naming/CI taxonomy in place, or will that need to be developed?	Need to be developed.	-
26.	10 July 2025	What is the expected data model for the 25,000 CIs? Are there specific attributes or relationships to prioritize?		Please refer to the Specifications, clause C.5.3.4 (CMDB) and clause C.5.5 (Scope and Requirements of the ITSM Solution).
27.	10 July 2025	From the 20+ listed integrations — can we prioritize them in terms of impact and complexity (e.g., SAP ECC6, NetOps Spectrum, SCOM, Entra ID)?	This will be prioritised during Project phase.	-
28.	10 July 2025	Are there existing personas mapped out (e.g., agents, approvers, IT leaders) for training rollout? What's the expected training delivery mode (virtual vs. onsite)?		Please refer to the briefing session presentation, item 10.4 (Lessons Learned), as well as the following sections in the tender document: - Schedule C.4.C (Pricing for Training on the ITSM Solution) - Clause C.5.7.3 (Requirements for Training on the ITSM Solution)
29.	10 July 2025	What is the current maturity level of your ITIL processes (e.g., Incident, Problem, Change, Service Request, Knowledge, CMDB)?	Moderate.	-
30.	10 July 2025	How will demo video be evaluated? Who are the key stakeholders reviewing the proposed tool (IT Ops, Procurement, Business units)?		Please refer to the briefing session presentation (Compliance specification following tender document)

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
				- Eligibility criteria, clause 2.2.1.1.6.2 (Demo of the proposed ITSM Solution) - Specifications, clause C.5.5 (Scope and Requirements of the ITSM Solution).
31.	10 July 2025	What are the key reasons for moving from the existing solutions to a new SaaS ITSM platform?		Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context).
32.	10 July 2025	For Service Catalogue Management, do you have an existing catalogue of services, and what is the typical volume of service requests you process?	The service catalogue capability is limited.	-
33.	10 July 2025	Regarding Service Level Management, what are your current challenges in meeting or tracking SLAs, OLAs, and UCs? Are there any specific critical services or business units that have higher SLA requirements?	The service level management capability is limited.	-
34.	10 July 2025	What is the current state of your CMDB data quality? Are there specific types of CIs you are most interested in automating discovery for?		Please refer to the briefing session presentation, item 7 (Specifications) and the following sections in the tender document: - Specifications, - Clause C.5.3.4 (CMDB), - Clause C.5.5.5 (Delivery of Requirements).
35.	10 July 2025	What are the expected data volumes for each integration point, particularly for employee data, service request data, and alerts/alarm notifications?	Not known.	-
36.	10 July 2025	Will CCT provide APIs/documentation for legacy systems (e.g., CA-CMDB, SAP CRM)?		Please refer to the Specifications, clause C.5.3.5 (Integration) and table C.5.3.5 (Integration Protocols), and Appendix A (IT Architecture Tender Standards).
37.	10 July 2025	Are there non-negotiable custom workflows (e.g., change approval hierarchies)?	Yes.	-
38.	10 July 2025	Are there any missing features or integration issues with your current platform?		Please refer to the briefing session presentation, item 10.2 (Lessons Learned), as well as the following sections in the tender document: - Specifications, - Clause C.5.5.4 (Service Management Area 4: General) and Table C.5.5.4 (ITSM – General) - Returnable Schedule F.13.1 (Solution Component 4 – General)
39.	10 July 2025	What level of customization and workflow automation do you require?		Please refer to the Specifications, clause C.5.3 (Contract Objectives, Business Scope and Context) and C.5.5 (Scope and Requirements of the ITSM Solution).
40.	10 July 2025	What other systems or tools do you need to integrate with the new ITSM platform?		Please refer to the briefing session presentation.

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
				10.2 (Lessons Learned), as well as the following sections in the tender document: - Specifications, - Clause C.5.5.4 (Service Management Area 4: General) and Table C.5.5.4 (ITSM – General) - Returnable Schedule F.13.1 (Solution Component 4 – General)
41.	10 July 2025	Monitoring - is CCT looking for INCs to be created based on alerts?	Yes.	-
42.	10 July 2025	Do you want to bring in existing customizaitons or functionalities that are currently there in present environment - data-level customizations or UI-level customizations?	Yes.	-
43.	10 July 2025	SN's SecOps & Vulnerability Mgmt applications for the vulnerability related tickets to be raised - will these be relevant? These are captured in a separate app called Vulnerability Response Mgmt in SN		Please refer to the Specifications, clause C.5.3.1 (Overview of the current and future ITSM Landscape).
44.	10 July 2025	Data migration - why do you want to migrate the data if you are executing both existing and future applications in parallel? What's the importance of importing ticketing data if both systems are going to operate together for at least 3 months?	Mitigation.	
45.	10 July 2025	What are the current lifecycle/ e2e processes, pain-points & flows for - Incident, Problem, Change, Request, Asset Mgmt?	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the Specifications, clause C.5.2 (Background Information).
46.	10 July 2025	What are the different CMDB classes? E.g. Hardware, Applications, Databases, Servers etc.		Please refer to the briefing session presentation, item 7 (Specifications) and the following sections in the tender document: - Specifications, - Clause C.5.3.4 (CMDB), - Clause C.5.5.5 (Delivery of Requirements).
47.	10 July 2025	Is multi-tenancy SaaS acceptable, or is there a preference for private cloud or single-tenant deployment?	The ITSM Solution must be a Software as a Service (SaaS) solution hosted on a cloud platform as per Table C.5b	An amendment has been made to clause C.5.3, before Table C.5b – refer to Section 3, no. 3.4 of this Notice and replacement page 41a.
48.	10 July 2025	Does CCT have a hard requirement for South African data residency, or will EU/US-hosted ServiceNow suffice?	Data can be hosted external to SA, but in a country with equivalent or better privacy laws (POPIA). The preference would therefore be for a GDPR regulated country or equivalent. e.g UK. It must be declared accordingly to allow CCT to declare to the Information Regulator.	Updated special conditions of contract (SCC) will be issued via Notice 2.
49.	10 July 2025	No of Tickets per year (all and if any breakup on % for each channel is available)	The information that can be disclosed at this stage is in the tender document.	Please refe Specification (Background

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
50.	10 July 2025	ITSM hosted on private Cloud: Is this CCT owned Private Cloud? if we can get more info on this.	The ITSM Solution must be a Software as a Service (SaaS) solution hosted on a cloud platform as per Table C.5b.	An amendment has been made to clause C.5.3, before Table C.5b – refer to Section 3, no. 3.1 of this Notice and replacement page 41a.
51.	10 July 2025	Resources requirements: Mandatory onsite - with skills (if any)		Please refer to the Pricing Schedule, C.4.C (Pricing for Training on the ITSM Solution).
52.	10 July 2025	CCT security standard info: can we get more details as to ensure the solution is compliant.		Please refer to the Specifications, clause C.5.6.5 (Security) and Appendix A (IT Architecture Tender Standards).
53.	11 July 2025	On the pricing sheet, can we add additional license types and ranges to cater for the CI's that will be managed in the CMDb? # Type of License Category Unit of measurement OSM / Distributor OSM (RRP) Price / Supplier Price Mark-Up (%) Volume discount per category % License Price per Category OSM Pricelist reference e.g. System Users Named License Range 1-199 Company XYZ R100 10% 5% R 105 C23876B CI Managed 500 - 1000 CI Managed 1001 - 2000 CI Managed 2001 - 5000 CI Managed >5000	Yes. Use the following license Range for CMDb: CI Managed 1 – 25 000 CI Managed 25 000 - 50 000 CI Managed 50 000 – 100 000 CI Managed >100 000	Please refer to the Pricing Schedule, Table C.4.A.2 (Pricing for the Supply of Licenses for the ITSM Solution).
54.	11 July 2025	The training pricing schedule specifies the below, is this specific to the provided solution, or should the training be for the ITIL concept of for example Service level management as well? ITSM Service level ITSM Service asset and configuration ITSM Release and deployment management ITSM Knowledge management ITSM Service request management ITSM Incident management		Please refer to the briefing session presentation, item 10.4 (Lessons Learned), as well as the following sections in the tender document: - Pricing Schedule C.4.C (Requirements for Training on the ITSM Solution) - Specifications, clause C.5.7.3 (Requirements for Training on the ITSM Solution)
55.	11 July 2025	Does CoCT require that all of the resources specified in tables C.4.D and C.5.7.4 be quoted on and available for the implementation project, or can we provide information for only the roles that would be required for the project, for example, we don't differentiate between senior project manager and project manager, a project manager is assigned to the project. a. Following the above, can the same resource be assigned to multiple roles, or does CoCT require that separate resources be assigned to each role?	Yes - complete all the pricing schedules.	Please refer to the Specifications, clause C.5.7.1 (Implementation of the ITSM Solution) and clause C.5.7.2 (Project Implementation Approach).
56.	11 July 2025	Are there any preferences for the SaaS Solution data centre region?	Data can be hosted external to SA, but in a country with equivalent or better privacy laws (POPIA). The preference would therefore be for a GDPR regulated country or equivalent. e.g UK.	Updated specification of contract (SC) issued via Notice

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
			It must be declared accordingly to allow CCT to declare to the Information Regulator.	
57.	11 July 2025	What is the expected number of users and support agents who will need access?	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the Specifications, clause C.5.2 (Background Information).
58.	11 July 2025	To add to the above question: How many requests/interactions are you expecting per month.	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the Specifications, clause C.5.2 (Background Information).
59.	11 July 2025	Provide minimum 200 - 500ms response times.		Please refer to the Specifications, clause C.5.6.1 (Non-functional requirements).
60.	11 July 2025	Provide sub-second response time for a minimum for concurrent 2500 users.		Please refer to the Specifications, clause C.5.6.1 (Non-functional requirements).
61.	11 July 2025	How do you expect Vendor to confirm the success of OCM? Will you define some criteria or template?	This will be confirmed by a reference letter of "Successful adoption and utilisation of ITSM solutions implemented in the last 10 years up to the time of tender closing."	Please refer the Eligibility criteria under T.2 Conditions of Tender, specifically clause 2.2.1.1.5 (Minimum score for Functionality), item 3 (Organisational Change Management). Also refer to the relevant Returnable Schedule F.13.D, where an example of the relevant reference letter is contained. Please submit your reference letter in Returnable Schedule F.13.D.
62.	11 July 2025	With the hard copy submission having supremacy over a digital copy, how do we safeguard against the document being damaged or having pages lost once we have submitted to the tender office?	Tenderers must ensure that their tender documents are properly bound and sealed when submitting it in the relevant tender box. Tenderers must also ensure that their electronic copy, is as far as possible a copy of the full tender submission, which can be used in the event there are any claims/concerns regarding lost pages. The tenders submissions are also opened in public, to ensure transparency in the process, and tenderers are welcome to attend the opening.	Please refer to T.2 Conditions of Tender – T2.2 Tenderer's Obligations, specifically clause 2.2.12 (Submitting a tender offer).
63.	11 July 2025	So just to confirm 600 licenses. What is the 2500 concurrent users.		Please refer to the Specifications, clause C.5.6.1 (Non-functional Requirements).
64.	11 July 2025	How many licensing are you anticipating starting with and growth in future.	The information that can be disclosed at this stage is contained in the tender document.	Please refer to the Schedule C.4.A (P the Supply of Lice the ITSM Solution), specifically Table

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
65.	11 July 2025	We are JHB based. Submitting the tender, will posting suffice or should we do a hand delivery?	It is the tenderer's responsibility to ensure that the tender is delivered safely; either are acceptable options for submitting a tender.	Please refer to T.2 Conditions of Tender – T2.2 Tenderer's Obligations, specifically clause 2.2.12 (Submitting a tender offer).
66.	11 July 2025	Must the ITSM solution integrate with any existing systems? If so, which ones?		Please refer to the Specifications, clause C.5.5.4 (Service Management Area 4: General) and Table C.5.5.4 (General Requirements) and Returnable Schedule F.13.1 (Solution Component 4 – General) under the Integration category.
67.	11 July 2025	Can you clarify exactly what needs to be shown in the demo video?		Please refer to the briefing session presentation, item 6 (Compliance to Specifications), as well as the following sections in the tender document: - Eligibility Criteria, clause 2.2.1.1.6.2 (Demo of the proposed ITSM Solution) - Specifications, clause C.5.5 (Scope and Requirements of the ITSM Solution)
68.	11 July 2025	How will you score the demo if certain functionality is only available in an upcoming release?	All functionality must be available in the current product release. The demo is to verify your response in terms of the specifications, and your response in the specifications should meet the tender requirements.	-
69.	11 July 2025	Was there any specific reason the previous tender was cancelled? Was it due to budget constraints?	All offers received were deemed non-responsive for various reasons, and the tender was ultimately cancelled on the basis of "No acceptable bids received," prompting a reissue of the tender and lessons-learned approach.	Tenderers are referred to the briefing session presentation, item 11 (General Lessons Learned) which provides an a summary of why tenders are unsuccessful. Although the data is based on all tenders across the City, the majority of reasons were also applicable to the previous tender evaluation.
70.	11 July 2025	City should provide clear reasons for non-responsiveness and cancellations, as it affects bidder efforts.	Reasons for cancellations were summarised in Item 11, covered during the briefing session presentation. Upon receipt of tender outcome notifications, bidders may request additional information/clarification if the tender notice is not sufficient. If the response is still not sufficient, then all bidders have the relevant rights as set out in clause 2.1.6 of the tender document.	Please refer to clause 2.1.6 (Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court) and clause 2.3.15 (Provide written reasons for actions taken) of the tender document.

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
71.	11 July 2025	Is it a material deviation if a bidder states they reserve the right to negotiate an SLA upon award?	Yes, it is regarded as a material deviation.	Please refer to clause 2.3.7 (Test for responsiveness) of the tender document.
72.	11 July 2025	Can we submit follow-up questions by email, and will responses be shared?	Yes, written questions are encouraged, and answers will be shared with all bidders.	Also refer to clause 2.2.8 (Seek clarification).
73.	11 July 2025	Must OEM letters show both start and end dates? Often OEM agreements have no expiry.	OEM/Distributor/Reseller letters do not require a start and end date, on condition that a valid agreement with the Original Equipment Manufacturer (OEM/OSM) is in place and must be maintained for the full term of the contract.	Please refer to Section 3 of this Notice, item 3.1, with reference to the relevant OSM Accreditation / Authorisation templates that have been amended to no longer require a start and end date.
74.	11 July 2025	To whom should partner letters be addressed?	Letters can be addressed to the CCT but it's not mandatory; the key is confirming authorisation.	-
75.	11 July 2025	Can the City purchase licenses directly from the OEM if recommended by the implementation partner?	Direct OEM purchases are allowed; however, implementation services remain with the partner.	-
76.	11 July 2025	Who holds warranty liability—the OEM or the implementation partner?	Warranty may reside with the OEM, but the tenderer is responsible for ensuring warranty processes.	-
77.	11 July 2025	Can multiple bidders using the same vendor submit the same demo video?	Yes, if it's the same technology platform, identical videos are acceptable as long as requirements are met.	-
78.	11 July 2025	Is it acceptable to blur sensitive data in demo videos?	Yes. It's about showcasing capabilities, not revealing client data.	-
79.	11 July 2025	Will the City integrate with the existing CMDB or require a new CMDB?	The new CMDB will replace the old; migration of existing data is required.	-
80.	11 July 2025	Must the demo show active remediation tools or just issue flagging?	Only demonstration of capabilities is required, not full remediation execution.	-
81.	11 July 2025	Why is the OEM price list required?	To enable mark-up percentage calculations for procurement. It's a crucial part of the returnable checklist.	-
82.	11 July 2025	How recent should reference letters be? Is customer contact mandatory?	Recent letters are preferable. Older references may be used, as long as it covers all the required information and the references can still be confirmed by the CCT to verify the authenticity of the information.	-
83.	11 July 2025	Can old reference letters be reused?	Yes, if they comply with updated requirements and fall within the scoring period. Older references may be used, as long as it covers all the required information and the references can still be confirmed by the CCT to verify the authenticity of the information.	-
84.	11 July 2025	What if the original reference contact person has left?	Provide an alternative contact who would be able to confirm the project details.	-
85.	11 July 2025	Some clients prefer phone validations instead of letters. Is that acceptable?	Written letters are required for shortlisting, but the CCT may	-

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
			coordinate verification calls if needed. 8686Should the CCT have trouble in confirming reference letters in writing, then the tenderer will be informed and copied in on further verification attempts.	
86.	11 July 2025	Some clients have restrictions on writing reference letters.	Where it is not possible to obtain reference letters, due to clients having such restrictions, then bidders may provide a table listing those verifiable references, and specifying the relevant information needed for purpose of evaluation, which will only be considered upon confirmation from the references.	-
87.	11 July 2025	Are bidders required to fixed pricing?	Tenderers are not required to fix their pricing (for the Licenses). The CCT is only keeping tenderers to their mark-up percentage (%) tendered. We know that the OSM pricing can change and therefore allow for the mark-up pricing.	Please refer to clause 4.3 and 4.8 of the Pricing Instructions.
88.	11 July 2025	Are Pricelists to be provided in Rands?	It is a requirement to provide an original Pricelist from the OSM and may be submitted in the currency that it is received from the OSM. Tenderers are not to tamper with the Pricelists in order to convert it to Rand. For purpose of the Pricing Schedule and Pricing Evaluation, all rates and prices must be tendered in Rand, as per clause 4.1 of the Pricing Instructions.	-
89.	11 July 2025	What exchange rate should be used if the price lists are to be converted to Rand?	The applicable exchange rate as at 14 days prior to the closing date of tender.	Please refer to the Conditions of Tender, clause 2.3.10.1.2(d); as well as Section 3 of this Notice, item 3.3, containing relevant amendments to the Pricing Instructions.
90.	14 July 2025	Would it be possible for us to answer all the requirements under the technical sections in a separate "Technical Proposal document" referring to the sections within your document. As the space provided within your document is not sufficient for answering the requirements?	As long as you provide all information requested in the Returnable Schedules.	-
91.	14 July 2025	I would like to follow up on this enquiry regarding how many support team personnel / agents will be utilising the ITSM system as well as an estimated end-user amount for those who will be utilising self-service services i.e.: logging, monitoring and updating their own tickets.	The information that can be disclosed at this stage is contained in the tender document.	Please refer to C.5 Specifications.
92.	17 July 2025	The number of technicians to be licensed for the platform.	The information that can be disclosed at this stage is	Please refer to Specification

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
			contained in the tender document.	
93.	18 July 2025	For the discovery scope, could you please confirm whether this should cover both infrastructure components and user endpoint devices (e.g., laptops and desktops), or is the requirement limited strictly to infrastructure discovery?	Both.	-
94.	18 July 2025	Training sessions must be delivered by qualified trainers throughout the contract duration. Can you confirm this qualified trainer should be from the OEM and what deems a qualified trainer? Can training sessions be provided by subject matter experts certified on the products? Deemed as qualified trainers, but not certified as OEM trainers?	Training can be provided by OEM or other subject matter experts certified on the products.	Refer to slide 10.4 of presentation and links
95.	21 July 2025	Our licensing SKUs are designed with flexibility in mind, allowing us to separate and individual components listed in Table C.4.A.2. To ensure our response aligns with your expectations, please advise on the preferred approach for amending this table should we need to include additional line items?	Don't amend the table. Add lines to the bottom of Table C.4.A.2 (D.1) for additional line items. Please ensure that relevant percentages are still provided for line item D1, in addition to the any other line items that may be added to this schedule.	Please refer to Pricing Schedule C.4.A.2.
96.	21 July 2025	Given the flexible nature of our licensing SKUs, we would appreciate further clarification on the expected user volumes for accurate provisioning. Specifically, could you please confirm the required number of users for the following functional areas: a. Change Management – how many users should we provision for? b. Problem Management – how many users should we provision for? c. Asset Management – how many users should we provision for?	The information that can be disclosed at this stage is contained in the tender document.	Please refer to C.5 Specifications.
97.	21 July 2025	Given the indication in the SCC that clause 15.2 is not applicable and there is, accordingly, no applicable warranty term required, is it correct to assume that the rest of clause 15 is also NA? If not, then what is the intended impact of the stated non-applicability of clause 15.2 in the City's mind?	SCC clause 15 indicates that information is added to clause 15.2 of the GCC, which is marked "N/A." Therefore, the GCC clause 15 remains valid, without amendment.	Please refer to clause 15 of the Special Conditions of Contract (SCC), and clause 15 of the General Conditions of Contract (GCC).
98.	21 July 2025	Is it an option to bid on the basis that the CCT directly procures a proposed Software or third-Party SaaS solution for use in relation to the proposed ITSM solution?	No.	Please refer to Pricing Schedule C.4A (Pricing for the Supply of Licenses for the ITSM Solution).
99.	23 July 2025	We would like to confirm whether the City of Cape Town would accept international reference letters that are: - Underwritten and issued directly by the Original Software Manufacturer (OSM), and - Based on global implementations that meet the specified evaluation criteria (Schedules F.13.B to F.13.E). This request is made in the context of the OEM having extensive global experience, while its presence and partner ecosystem in South Africa is still developing. All referenced	These will be deemed acceptable. Please ensure that it contains a verifiable contactable reference, so that the information contained on the references can be confirmed.	-

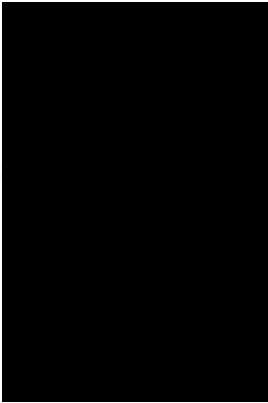
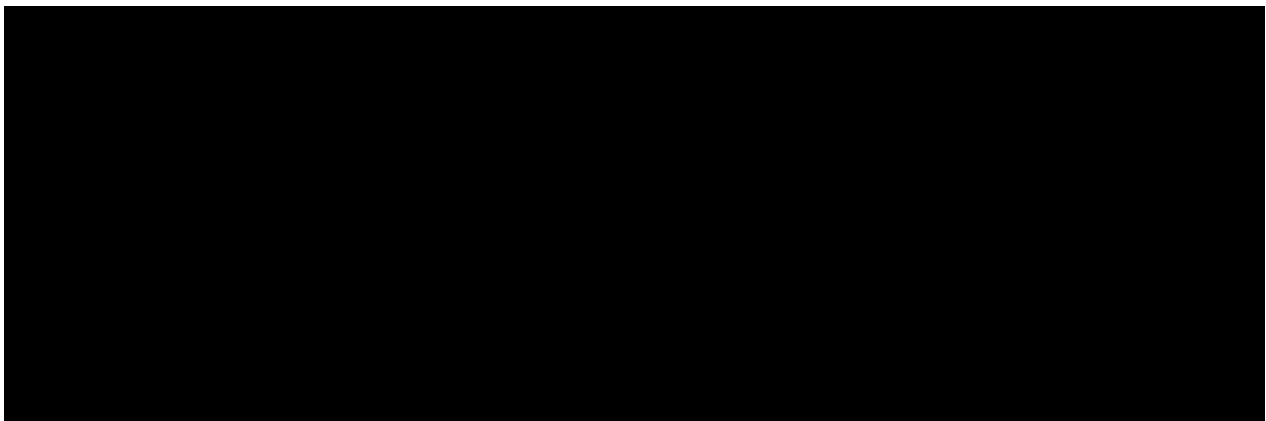
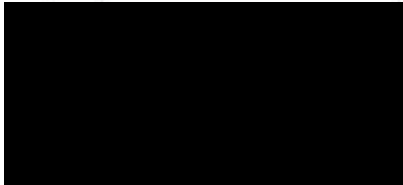
No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
		implementations would be aligned with the functionality criteria outlined in the tender and submitted using the prescribed formats. Please confirm whether such references will be deemed valid for evaluation purposes.		

3. AMENDMENTS TO TENDER DOCUMENT – REPLACEMENT PAGES ISSUED

The following table lists all amendments made to the tender document and the relevant replacement pages that issued:

No.	Relevant Section in the Tender Document	Current Page Number	Amendment	Number of replacement pages attached
3.1	Clause 2.2.1.1.4 – Original Software Manufacturer (OSM) Accreditation/ Authorisation	8	The following wording has been added, as indicated in Italics: <i>“Only those tenders submitted by tenderers who has the relevant OSM accreditation / authorisation as stated below will be declared responsive.</i> Tenderers are to submit, at closing of tender, proof of authority from the OSM to sell, distribute, implement and support the software solution and manage any warranty processes and escalations. <i>Tenderers must ensure that the relevant accreditation / authorisation remains valid for the duration of the contract.</i>	1 – Attached as Replacement Page 8a.
3.2	Clause 2.2.1.1.5 – Minimum score for functionality	9-10	Table 2.2.1.1.5 has been updated to allow for verifiable references to be provided and considered for purpose of evaluation, where tenderers are not able to obtain reference letters due to clients' restrictions.	2 – Attached as Replacement Pages 9a and 10a.
3.3	Pricing Instructions	33	Clause 4.11 was amended as follows, as indicated in Italics: The Tenderer shall provide detailed and comprehensive OSM/Accredited Distributor Price Lists for all applicable pricing in the Price Schedules, in support of their Bid in Schedule F.13.L as at 14 days prior to the closing date of the tender. The CCT reserves the right to verify the OSM/Accredited Distributor Pricelists. An additional clause added to the Pricing Instructions: Clause 4.12 - <i>Where tenderers receive their OSM/Accredited Distributor Price Lists in a currency other than Rand, then the rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used for purpose of evaluation. This is also the exchange rate that tenderers are to use when completing their Pricing Schedule.</i>	1 – Attached as Replacement Page 33a and 33b.
3.4.	Clause C.5.3, section before Table C.5b (SaaS Details).	41	“The ITSM Solution must be a Software as a Service (SaaS) solution hosted <u>on a cloud platform</u> as per Table C.5b below and refer to Appendix A, point 9 for more information on Cloud Platforms.” (Reference to “private” cloud was removed.)	1 – Attached as Replacement Page 41a.

No.	Relevant Section In the Tender Document	Current Page Number	Amendment	Number of replacement pages attached
3.5	Returnable Schedule F.13.A – templates for OSM Accreditation / Authorisation.	131 – 133	The following requirement on all OSM Accreditation / Authorisation templates have been removed: <i>The accreditation / authorisation is valid from "date" to "date" (no longer applicable)</i>	3 – Attached as Replacement Page 132a, 133a and 134a.





Email: [REDACTED]

29 JULY 2025

NOTICE TO TENDERERS – NO.2

TENDER NUMBER : 324S/2024/25

BOX NUMBER : 255

CLOSING DATE : 20 August 2025

DESCRIPTION : SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION

1. TENDER RELATED QUESTIONS AND RESPONSES

- The following table continues from the questions and answers already provided via Notice 1, as issued on 29 July 2025:

No.	Date received	Questions (as received from bidders)	CCT Response	Relevant section in the tender document / briefing session presentation
85	11 July 2025	What exchange rate should be used if the price lists are to be converted to Rand?	The applicable exchange rate as at 14 days prior to the closing date of tender. <i>Further to the response provided above, it refers to the exchange rate, as at close of business (17h00), 14 days prior to the closing date of tender.</i> <i>The CCT's current banking service provider, Nedbank, will be used to confirm the applicable exchange rates.</i>	Please refer to the Conditions of Tender, clause 2.3.10.1.2(d); as well as Section 3 of Notice 1, item 3.3, containing relevant amendments to the Pricing Instructions.
100.	29 July 2025	My team comprises a technical team who will do the deployment on our software platform but also an ITIL qualified person to assist on the process change side. Is there a minimum level of ITIL qualification they need to hold? Is it: 1. Foundation 2. Managing professional 3. Strategic Leader 4. Master I ask as the table [C.5.7.4] refers to some of these. Is the table [C.5.7.4] just for pricing purposes or is there a minimum qualification level required?	No minimum level of ITIL qualification is required for implementors. Yes, for professional services pricing purposes	Please refer to the briefing session presentation, item 10.4 (Lessons Learned), as well as the following sections in the tender document: - Pricing Schedule C.4.C (Requirements for Training on the ITSM Solution) - Specifications, clause C.5.7.3 (Require Training Solution)

2. AMENDMENTS TO TENDER DOCUMENT – REPLACEMENT PAGES ISSUED

The following table lists additional amendments made to the tender document and the relevant replacement pages that are issued:

No.	Relevant Section in the Tender Document	Current Page Number	Amendment	Number of replacement pages attached
1.	Special Conditions of Contract (SCC)	92	A new clause 34 has been added with reference to Forward Cover Requirement for Direct Importing Contractors.	2 – Attached as Replacement Page 91a and 91b.
2.	Special Conditions of Contract (SCC)	92	The following clause 35 has been added with reference to Data Residency – “Data Hosting and Jurisdictional Requirements The Service Provider may host data outside the borders of the Republic of South Africa, provided that such data is hosted in a jurisdiction with data protection and privacy laws that are equivalent to or more stringent than the Protection of Personal Information Act, 2013 (POPIA). Preference shall be given to jurisdictions governed by the General Data Protection Regulation (GDPR) or other comparable legal frameworks. The Service Provider shall declare the location(s) of all data hosting and processing to the City of Cape Town in writing prior to commencement of services, to enable the City to fulfil its obligations to the Information Regulator under POPIA.”	

FORM OF OFFER AND ACCEPTANCE (continued)

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

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

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

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT") AND
Quintica SA (Pty) Ltd

(Supplier/Mandatary/Company/CC Name)

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

I, [REDACTED], representing
Quintica SA (Pty) Ltd, as an employer in
its, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all
equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health
and Safety Act (hereafter "OHSA") and the Regulations promulgated thereunder.

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

OR Compensation Insurer: [REDACTED] Policy No.: [REDACTED]

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 [REDACTED] on the [REDACTED] day of [REDACTED] [REDACTED]

C.4 PRICE SCHEDULE

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

Pricing Instructions:

Tender 324S.2024.24 - Replacement Page 33a

- 4.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 4.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 4.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding, unless a mark-up percentage is utilised (please refer to clause 4.8).
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 4.6 The successful TENDERER is required to perform all tasks listed against each item. The Tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract or unless otherwise stated in the instructions.
- 4.8 In Schedule C.4.A where a mark-up percentage is utilised, the mark-up percentage will be final and binding for the duration of the contract. The OSM pricing and final pricing is subject to fluctuations. During contract stage updated pricelist will be required when new purchase orders are created and the awarded mark-up % will be applied to the new prices.
- 4.9 **Mark-up percentage (%)** is the method where an all-inclusive mark-up percentage (%) is applied to the Recommended Retail Price List [RRPL] of the Original Equipment Manufacturer(s) [OSM].
 - **Tenderer Final Price** – This is the price that will be invoiced to the CCT and is calculated by the formula:
 - $\text{Tenderer Final Price} = \text{OSM Price} + \text{Mark-up}$
- 4.10 The rates tendered for in **C.4.C Pricing for Training** and **C.4.D Pricing for Professional Services** will be subject to contract price adjustment in terms of CPI as referred to in **C.8 - Annexure F - Schedule F.1**. No other contract price adjustment methods will be considered, except for the one specified.
- 4.11 The Tenderer shall provide detailed and comprehensive OSM/Accredited pricing in the Price Schedules, in support of their Bid in S of the tender. The CCT reserves the right to verify the OSM/Accredited pricing.

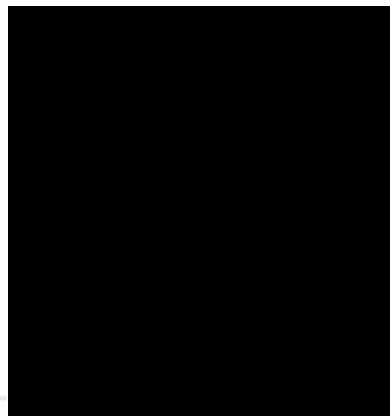
C.4 PRICE SCHEDULE

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Pricing Instructions:

- 4.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 4.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 4.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding, unless a mark-up percentage is utilised (please refer to clause 4.8).
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 4.6 The successful TENDERER is required to perform all tasks listed against each item. The Tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract or unless otherwise stated in the instructions.
- 4.8 In Schedule C.4.A where a mark-up percentage is utilised, the mark-up percentage will be final and binding for the duration of the contract. The OSM pricing and final pricing is subject to fluctuations. During contract stage updated pricelist will be required when new purchase orders are created and the awarded mark-up % will be applied to the new prices.
- 4.9 **Mark-up percentage (%)** is the method where an all-inclusive mark-up percentage (%) is applied to the Recommended Retail Price List [RRPL] of the Original Equipment Manufacturer(s) [OSM].
 - **Tenderer Final Price** – This is the price that will be invoiced to the CCT and is calculated by the formula:
 - $\text{Tenderer Final Price} = \text{OSM Price} + \text{Mark-up}$
- 4.10 The rates tendered for in **C.4.C Pricing for Training** and **C.4.D Pricing for Professional Services** will be subject to contract price adjustment in terms of **CPI** as referred to in **C.8 - Annexure F - Schedule F.1**. No other contract price adjustment methods will be considered, except for the one specified.
- 4.11 The Tenderer shall provide detailed and comprehensive applicable pricing in the Price Schedules, in support of to the closing date of the tender. The CCT reserves the right to request updated Pricelists.

- 4.12 Where tenderers receive their OSM/Accredited Distributor Price Lists in a currency other than Rand, then the rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used for purpose of evaluation. This is also the exchange rate that tenderers are to use when completing their Pricing Schedule.

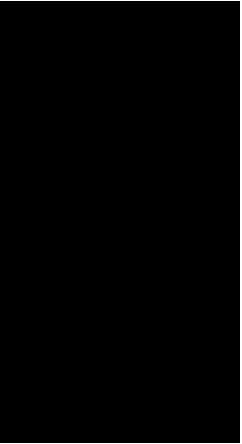


324S/2024/25 : SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION
PRICING SCHEDULE

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	OSM / Distributor	Mark-Up %	Mark-Up / Volume Discount Value	Volume Discount per Category %	Installation and Implementation (ITSM) Solution Total Price (Excl. VAT)	Virtual Training Costs. (Excl. VAT)	Onsite Training Costs. (Excl. VAT)	Professional Services Price per unit (Excl. VAT)
A1.1	System user license (Named)	Per month	R 673.26	15%	R 100.99					
A1.2	System user license (Concurrent)	Per month	R 673.26	0%						
A1.3	End user license (Self-service)	Per month	R 0.00	0%						
A2.1	Named System Users	License range 1 - 199	R 673.26	15%	R 100.99					
A2.2	Named System Users	License range 200 - 399	R 673.26	15%	R 100.99					
A2.3	Named System Users	License range 400 - 599	R 673.26	15%	R 100.99					
A2.4	Named System Users	License range >=600	R 673.26	15%	R 100.99					
A2.5	Concurrent System Users	License range 1 - 50	R 0.00	0%						
A2.6	End User Self Service License	License range 1000 - 10 000	R 673.26	0%						
A2.7	Other Licenses installation and Implementation of the complete ITSM Solution	1 Once off		15%	R 0.00					
B1	ITSM System Users: IT Supervisor & Managers Training	Rate per person per module					R 19 406 585.84			
C.1	ITSM System Administrators	Rate per person per module						R 2 028.12	R 4 328.44	
C.2	ITSM System Users: IT Service Desk Agents	Rate per person per module						R 5 070.31	R 6 964.06	
C.3								R 5 070.31	R 6 964.06	

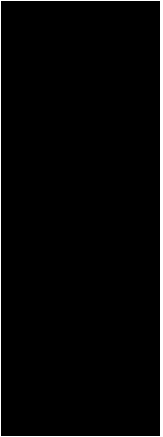
324S/2024/25 : SUPPLY, INSTALL AND MAINTAIN AN INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION
PRICING SCHEDULE

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	OSM / Distributor	Mark-Up %	Mark-Up / Volume Discount Value	Volume Discount per Category %	Installation and Implementation (ITSM) Solution Total Price (Excl. VAT)	Virtual Training Costs. (Excl. VAT)	Onsite Training Costs. (Excl. VAT)	Professional Services Price per unit (Excl. VAT)
C.4	ITSM System Users: IT Service Desk 2nd & 3rd Line IT Support Staff	Rate per person per module						R 2 028.12	R 4 328.44	
C.5	ITSM System Users: IT Change Management	Rate per person per module						R 1 014.06	R 3 010.62	
C.6	ITSM System Users: IT Problem Management	Rate per person per module						R 1 014.06	R 3 010.62	
C.7	ITSM System CMDB and Asset Management	Rate per person per module						R 2 028.12	R 4 328.44	
C.8	ITSM System Service catalogue management	Rate per person per module						R 1 014.06	R 3 010.62	
C.9	ITSM Service level management	Rate per person per module						R 1 014.06	R 3 010.62	
	ITSM Service asset and configuration management	Rate per person per module								
C.10	ITSM Release and deployment management	Rate per person per module						R 2 028.12	R 4 328.44	
C.11	ITSM Knowledge management	Rate per person per module						R 2 028.12	R 3 010.62	
C.12	ITSM Service request management	Rate per person per module						R 1 014.06	R 1 692.81	
C.13	ITSM Incident management	Rate per person per module						R 1 014.06	R 3 010.62	
C.14		Rate per person per module						R 1 014.06	R 3 010.62	
C.15	ITSM Reporting	Rate per person per module						R 2 028.12	R 4 328.44	
C.16	ITSM Mobile Application	Rate per person per module						R 1 014.06	R 1 692.81	



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C.17	ITSM Ad-Hoc for Customised/Tailored Features for CCT requirements.	Rate per person per module						R 2 028.12	R 4 328.44	
C.18	ITSM End User Training – Self Service (PDF, Videos e.g. Productivity Project)	Rate per person per module						R 1 014.06	R 13 553.12	
C.19	Any other training	Rate per person per module						R 3 042.19	R 6 964.06	
D.1.	Project Manager for ITSM	Per hour								R 1 580.27
D.2.	Senior Project Manager for ITSM	Per hour								R 2 112.06
D.3.	ITSM Technical Architect for ITSM	Per hour								R 980.36
D.4.	Senior ITSM Technical Architect for ITSM	Per hour								R 1 580.27
D.5.	Service Level Management Specialist for ITSM	Per hour								R 816.96
D.6.	Senior Service Level Management Specialist for ITSM	Per hour								R 1 619.25
D.7.	Product Specialist for ITSM	Per hour								R 915.00
D.8.	Senior Product Specialist for ITSM	Per hour								R 2 112.06
D.9.	Report Writer for ITSM	Per hour								R 816.96
D.10.	Senior Report Writer for ITSM	Per hour								R 1 126.43
D.11.	ITS  ar for ITSM	Per hour								R 816.96



C.5 SPECIFICATION(S)

C.5.1 INTRODUCTION

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

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

C.5.2. BACKGROUND INFORMATION

C.5.2.1. City of Cape Town

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

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

C.5.3. CONTRACT OBJECTIVES, BUSINESS SCOPE AND CONTEXT

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

Some of the objectives are:

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

Table C.5a: Abbreviations

Abbreviation	Description
AD	Active Directory
API	Application Programme Interface

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

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

Table C.5b SaaS Details

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

Abbreviation	Description
CCT	City of Cape Town
CI	Configuration Item
CMDB	Configuration Management Database
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The ITSM Solution must be a Software as a Service (SaaS) solution hosted on a cloud platform as per Table C.5b below and refer to Appendix A, point 9 for more information on Cloud Platforms:

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Cost	Lower OPEX (subscription model). Economies of scale reduce per tenant costs.
Performance	Variable (managed shared resources issues).
Compliance	Vendor handles baseline compliance, may lack niche regulatory support.
Disaster Recovery	Vendor-managed DR (Shared responsibility)

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

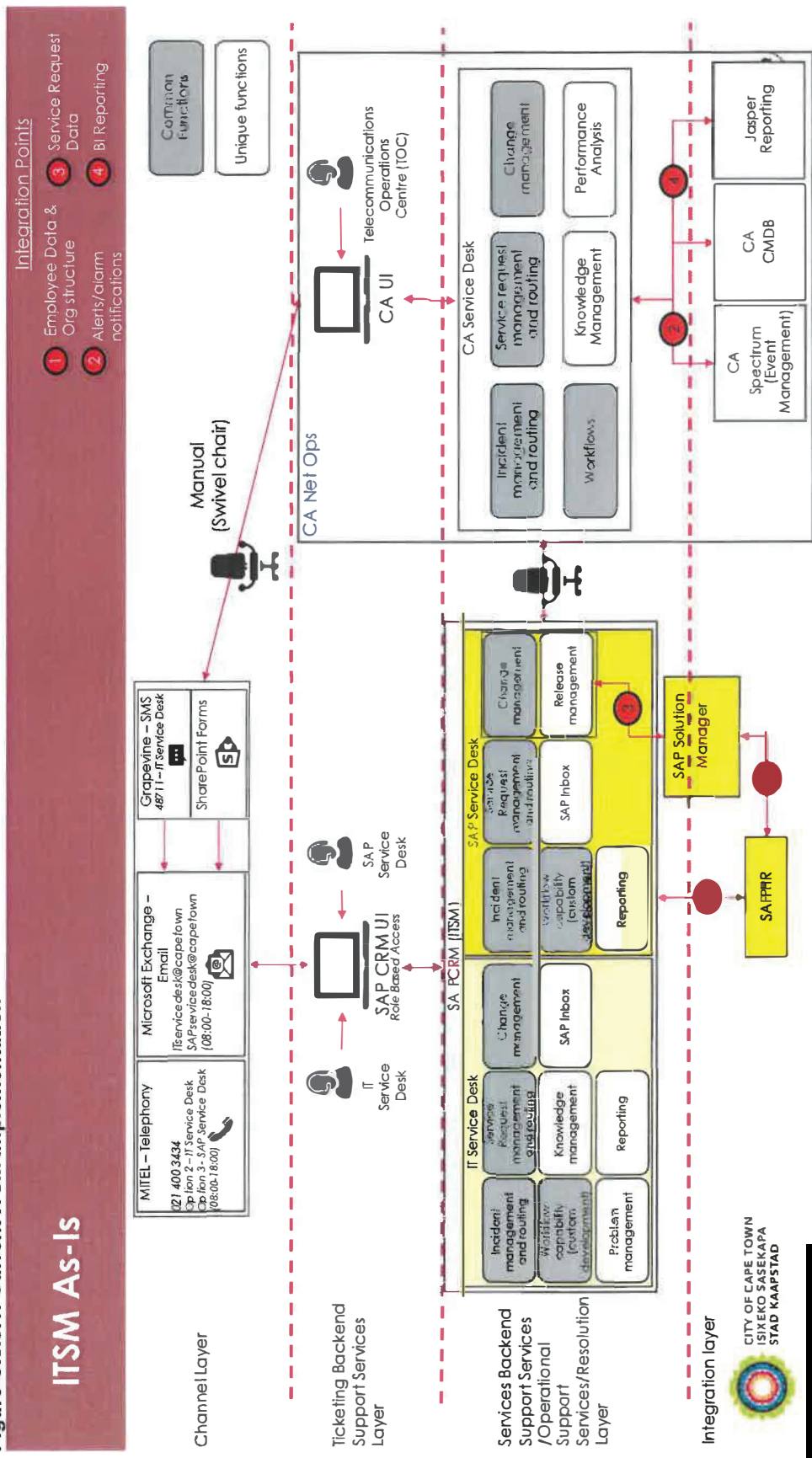
NOTES:

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

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

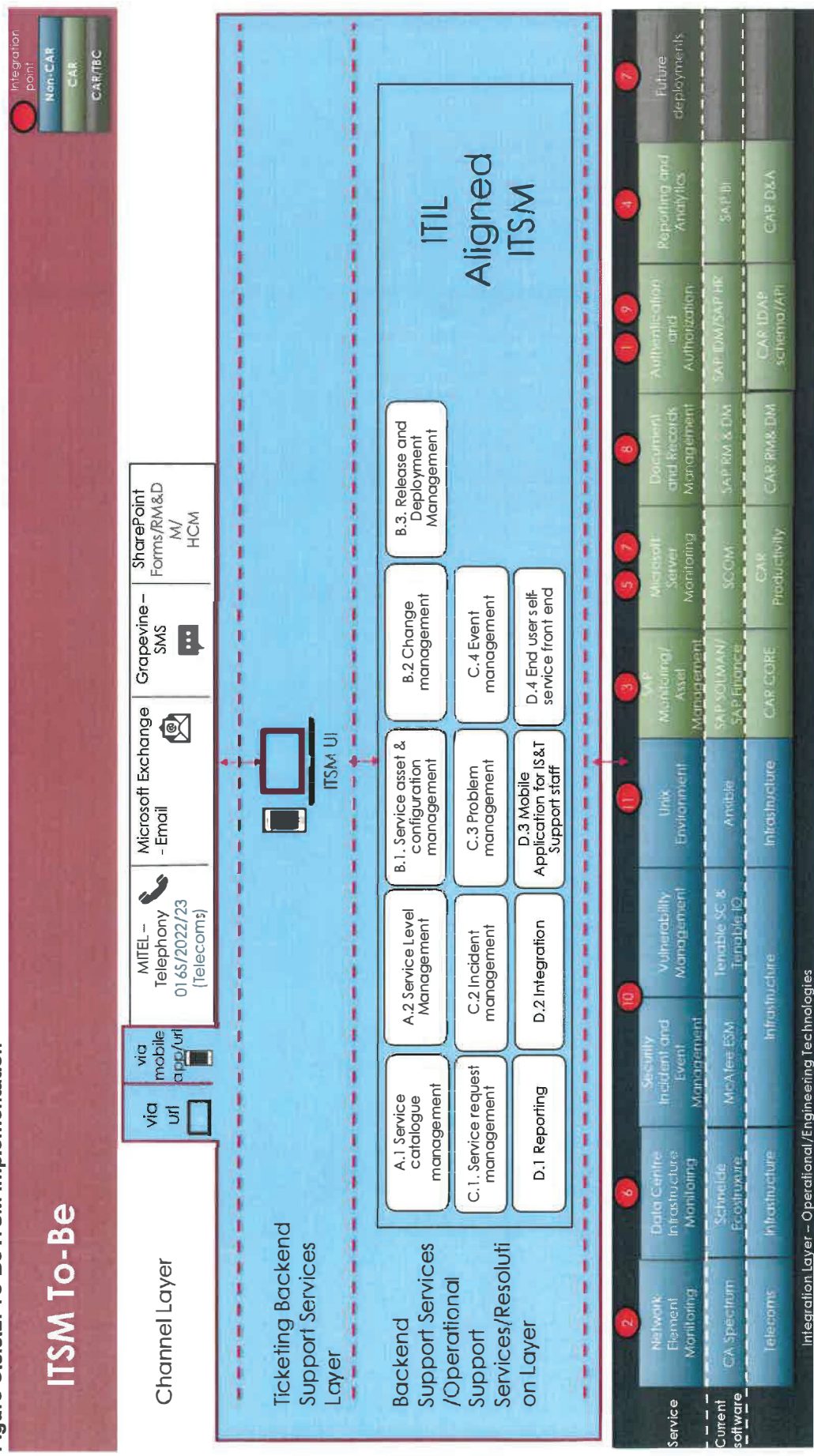
The current as-is state consists of two ITSM tools, SAP CRM ITSM and CA/DX NetOps ITSM and CA/DX NetOps ITSM. The SAP CRM ITSM is used by two service desks, the I.T service desk and the SAP service desk while the CA/DX NetOps ITSM is used by the Telecommunication Operations Centre (TOC). The tools are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

Figure C.5.3.1: Current ITSM Implementation



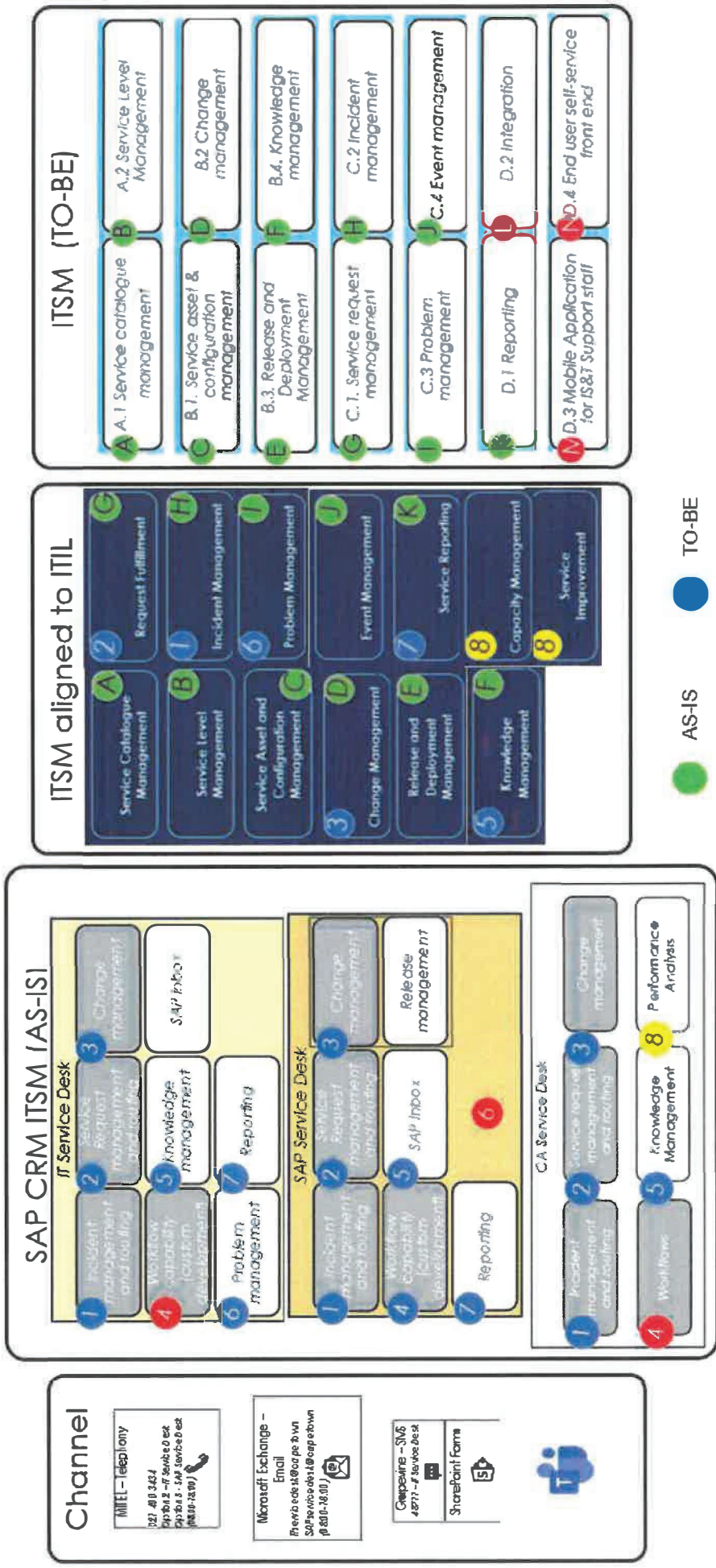
The future to-be state will have one ITIL aligned ITSM tool replacing the SAP CRM ITSM tool and CA/DX NetOps ITSM suite. The current three service desks will be amalgamated into one service desk. CCT will require the Service Provider to customise the new ITSM tool considering changes to the environment.

Figure C.5.3.2: To-Be ITSM Implementation



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

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



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

C.5.3.2. Channel Layer

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

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

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

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

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

C.5.3.4. CMDB

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

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

C.5.3.5. Integration

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

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

Table C.5.3.5. Integration Protocols

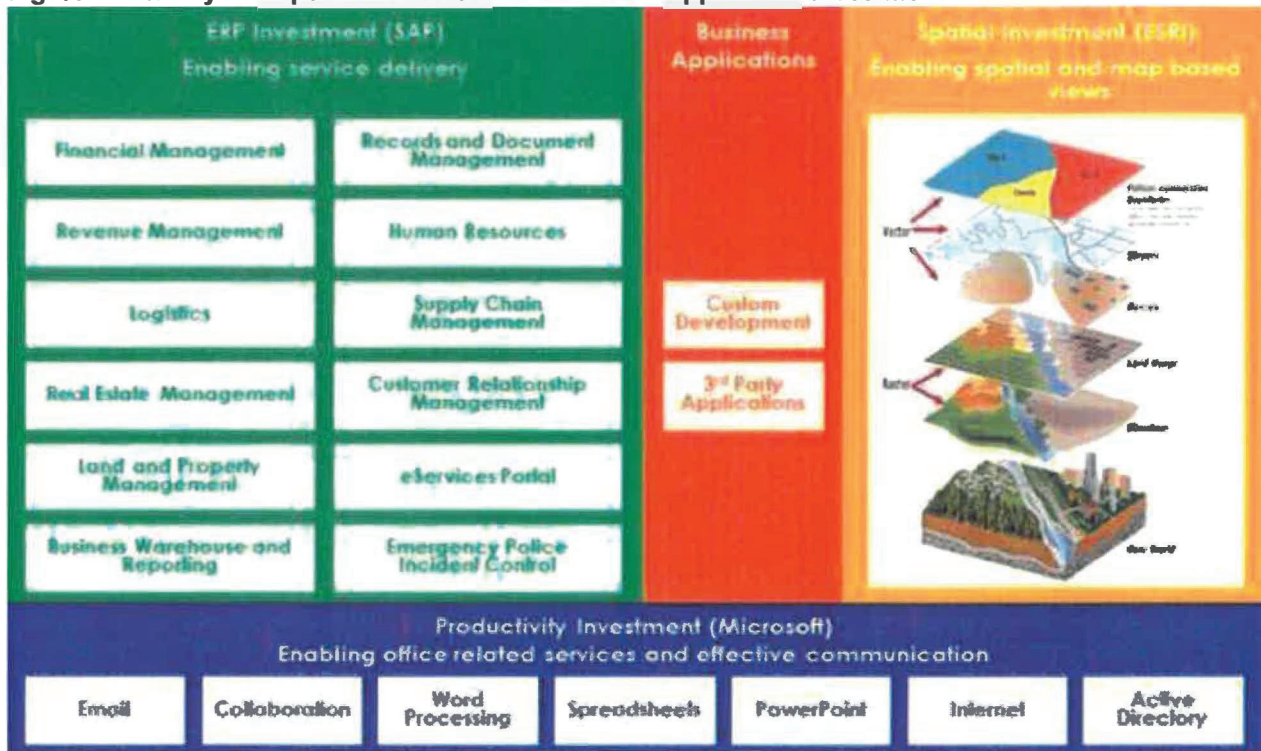
Paradigm/Context	Protocols	Serialisation/Data Formats
File Transfer	FTP (IETF Datatracker - RFC959)	
email	POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252) MAPI/HTTP (protocol) (RFC3986, RFC 2119, RFC1738) EWS MANAGED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

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

C.5.4. CURRENT SOLUTION INVESTMENT AND CORE APPLICATIONS

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

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



C.5.4.1. SAP

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

C.5.4.2. ESRI

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

C.5.4.3. Microsoft

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

C.5.4.4. Custom Built Applications

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

C.5.5. SCOPE AND REQUIREMENTS OF THE ITSM SOLUTION

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

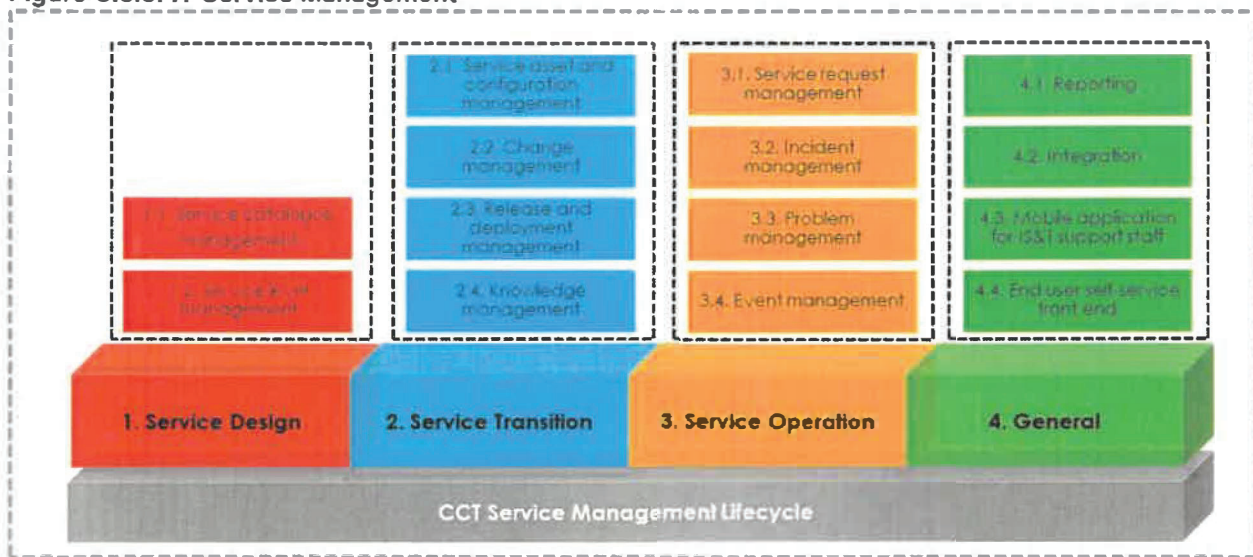
The scope of this Contract includes the implementation, maintenance, and ongoing support of a comprehensive ITSM solution. The solution must encompass the following areas:

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

The Service Providers must populate Schedule F.13.F to F.13.I indicating if the proposed solution meets the requirements. The Service Provider can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause 2.2.1 Eligibility Criteria and 2.3.7 Test for Responsiveness, on this matter.

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

Figure C.5.5: IT Service Management



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

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

Implementation of ITIL Service Strategy to enable overarching capabilities:

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

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

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

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

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

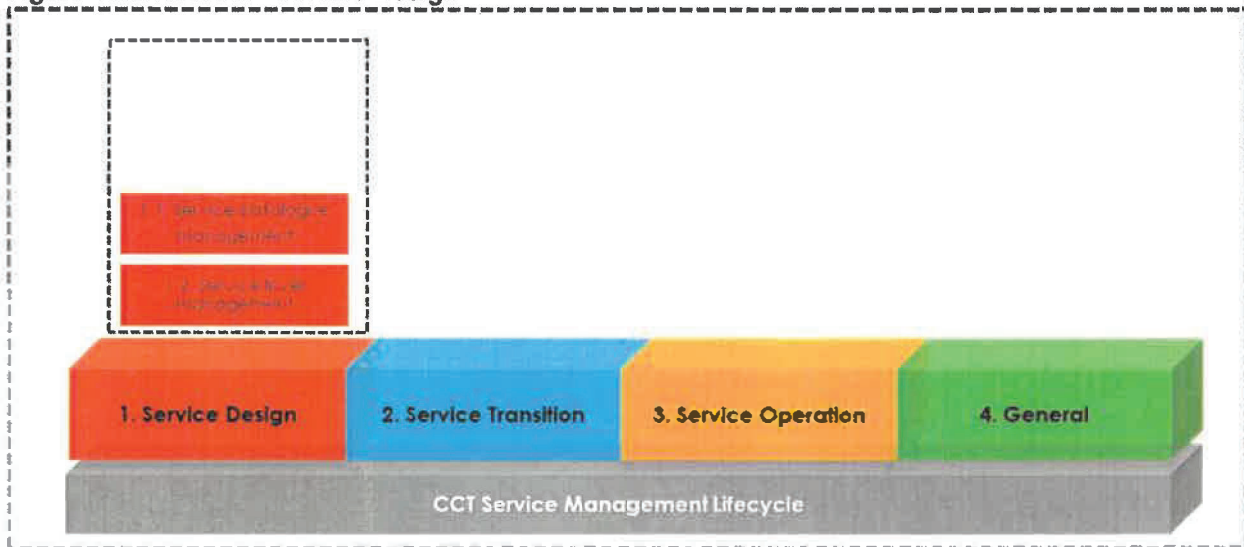
C.5.5.1. Service Management Area 1: Service Design

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

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

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

Figure C.5.5.1: ITSM - Service Design



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

Table C.5.5.1. Service Design

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

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

C.5.5.2. Service Management Area 2: Service Transition

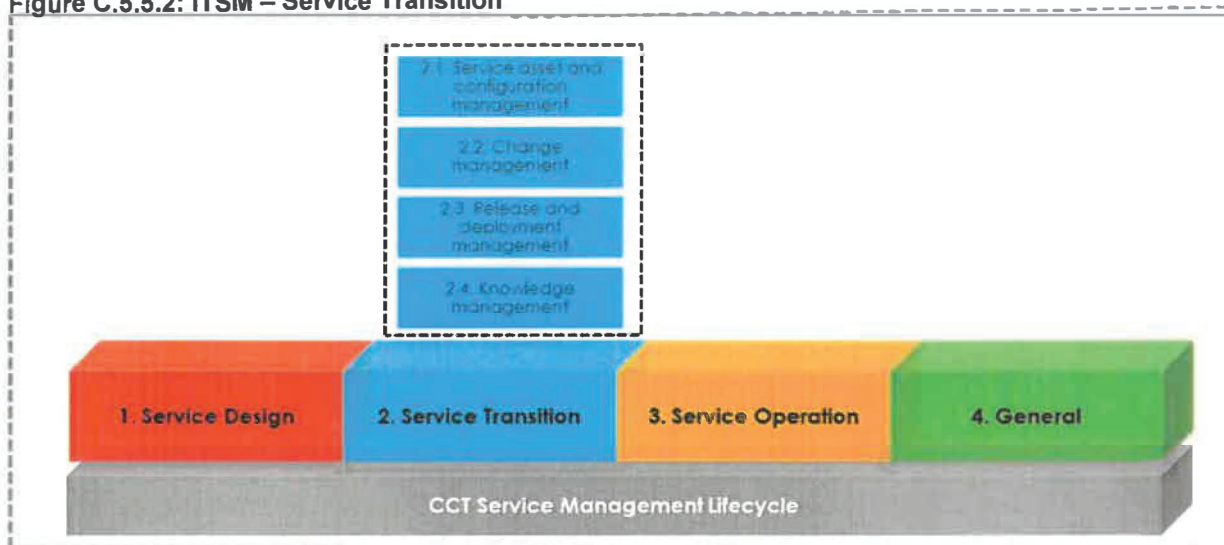
Service transition enables the IT Department to build and deploy new or modified IT services and ensure that changes to services and service management processes are executed and managed in a coordinated way. The CCT will focus predominantly on service asset and configuration management, change management,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

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

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

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

Figure C.5.5.2: ITSM – Service Transition



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

Table C.5.5.2 Service Transition

Requirement Category	Requirement Description
Service Asset Management and Configuration	a) The solution must be able to integrate with incident, problem, change, service level, service asset management, service catalogue, knowledge and release management to enable the creation and maintenance of the linked relationships between configuration item (CI) Records and associated process records.
	b) The solution must be able to record configuration item (CI) details of varying complexity as per below: • Hardware Configuration: This level includes hardware-specific configuration items, such as BIOS settings, hardware drivers, and firmware updates. • Operating System Configuration: This level includes Windows specific configuration items, such as registry settings, group policy settings, and Windows updates. • Application Configuration: This level includes application specific configuration items, such as application settings, configuration files, and application updates. • Security Configuration: This level includes security-specific configuration items, such as firewall settings etc.
	c) The solution must have the ability to support asset acquisition – procurement, configuration and warranty tracking with a lifecycle management approach.
	d) The solution must have the ability to manage all IT related CIs through their lifecycle.
	e) The solution must have the ability to record/tag vendor a manufacturer information as part of the CI information.
	f) The solution must have the ability to automatically discover, populate and verify CI Information including the relationships between CI's.
	g) The solution must have the ability to discover, verify, record, control all configuration items (CI's) e.g. hardware and software through their entire lifecycle.

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

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

C.5.5.3. Service Management Area 3: Service Operation

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

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

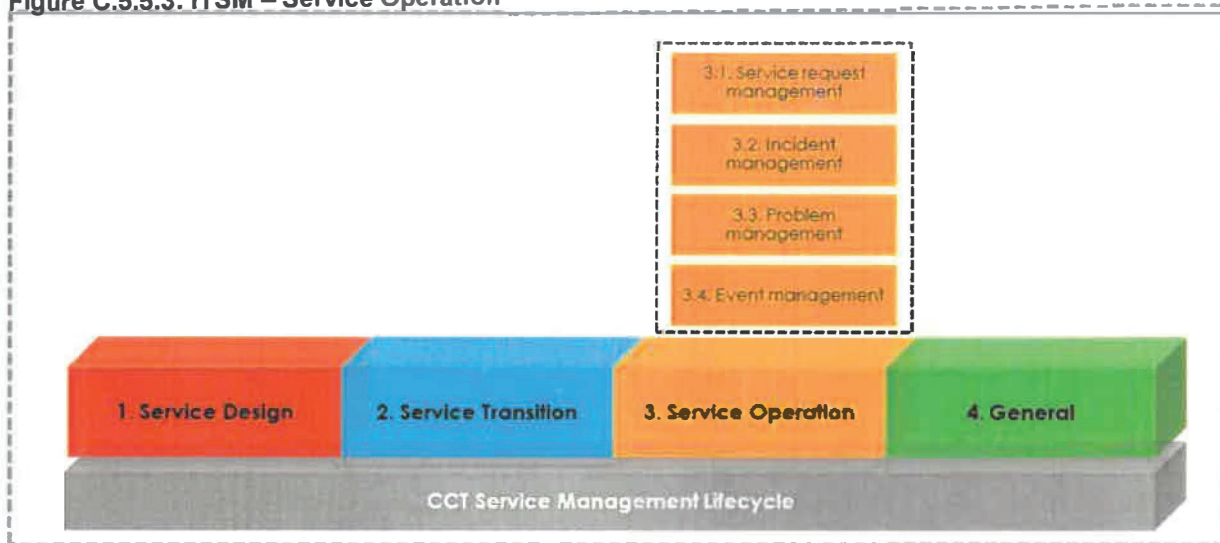
It further includes the management of problems to prevent incidents from happening or to minimise the impact of incidents that cannot be prevented. Trends are also identified by analysing incident records and data with the main aim to proactively manage problems.

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

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



Figure C.5.5.3: ITSM – Service Operation



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

Table C.5.5.3 Service Operation

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

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

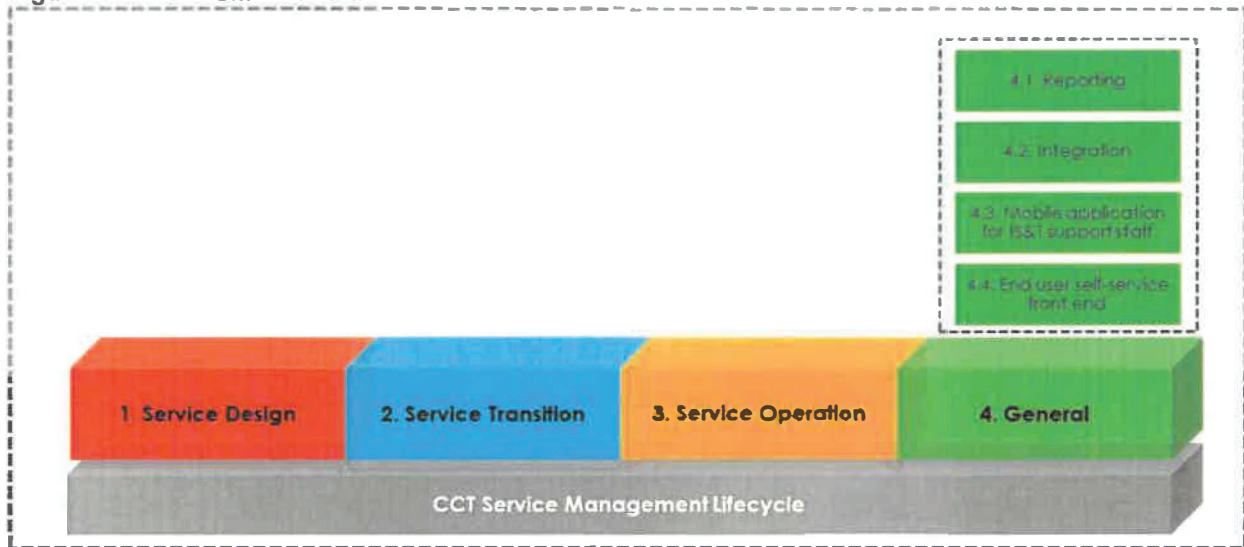
Requirement Category	Requirement Description
	v) The solution must be able to change a service request to an incident and vice versa w) The solution must record full history audit for the incident life cycle. x) The solution must be able to create and allocate multiple tasks to the various technical teams to perform any work to resolve an incident.
Problem management	a) The solution must have the ability to record known errors in a known error database (KEDB). b) The solution must have the ability to route and assign problem records to pre-defined user groups. c) The solution must have the ability to assign impact and urgency codes to problem records. d) The solution must have the ability to track and monitor problem resolution status. e) The solution should have the ability to escalate/notify pre-defined teams/individuals when the "Root cause identified/Error identified" status has breached a pre-defined time limit. f) The solution must have the ability to support sequential recording of diagnostic actions e.g. activities, troubleshooting, investigation and symptoms of the fault. g) The solution must have the ability to provide incident trending for pro-active problem identification in relation to historical and related incident tracking. h) The solution must have the ability to integrate into knowledge management to support investigations, diagnoses, root cause analysis techniques, and creating or updating workarounds, temporary fixes and resolutions. i) The solution must have the ability to associate and maintain relationships between incidents, known error records and requests for change (RFCs) and CIs. j) The solution must have built-in root cause analysis templates that are customisable k) The solution must have the ability to workflow a root cause analysis template. l) The solution must have the ability to automatically record successful problem resolution information.
Event management	a) The solution must have the ability but not limited to (via existing monitoring tools): - Automatically create a ticket e.g. incidents, problems, change requests and requests etc. - Auto-prioritise based on monitoring alerts. - Provide workflows. - Automate notifications (communication to relevant parties e.g. emails and sms).

C.5.5.4. Service Management Area 4: General

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

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

Figure C.5.5.4: ITSM - General



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

Table C.5.5.4 General Requirements

Requirement Category	Requirement Description
General	a) The solution must support the Information Technology Infrastructure Library (ITIL) framework.
	b) The solution must cater for the following minimum processes: • Service catalogue management • Service level management • Service asset and configuration management • Change management • Release and deployment management • Knowledge management • Service request management • Incident management • Problem management • Event management • Reporting • Integration • Mobile application for IT support staff • End user self-service front end.
	c) The solution must be aligned to the industry accepted standards such as ITIL framework and the ISO20000 standards.
	d) The solution must have an end-user self-service portal.
	e) The solution must include a configuration management data (CMDB) built in.
	f) All functionality associated with the self-service solution must be accessible in a user-friendly manner on mainstream mobile devices and their associated operating system (Android and iOS).

Requirement Category	Requirement Description
	g) The self-service solution must not store any data on the mobile devices and must only be accessible when connected online (no off-line access, storage or application caching).
	h) The end-user self-service front-end must at a minimum allow end-users to: • Logging of incidents • Logging of service requests (e.g. new users, hardware requests, telephony applications, etc.) • Tracking of logged calls.
	i) The solution should have a mobile application for CCT IT Staff (service agents, support technicians, administrators, etc.) to perform full range of ITSM functions via their mobile devices.
	j) The solution must have customisation capabilities without any development for example to add fields to screens, new forms and/or views.
	k) The solution must be presented in the English language.
	l) The solution must cater for South African local calendars.
	m) The solution must allow for Unicode.
	n) The solution must provide a secure historical audit and transactions logs of all call interactions.
	o) The solution must have the capability for reporting: • Out of the box reporting. • Customisable reports without development. • Development of non-standard reporting to meet specific requirements. • Active real-time dashboards that is visual and easy to understand.
	p) The solution must have the ability to export reports to spreadsheets, csv, pdf, etc.
	q) The solution must have the ability to automatically and manually send scheduled reports to a target audience.
	r) The solution must have the ability to provide trend analysis and analytical reports.
	s) The solution must have the ability to create and change reports easily using a guided assistant for ease of use to configure, preview, edit and share.
	t) The solution must have the ability to create surveys (standard and custom) and automatically send to end users.
	u) The solution must be scalable and cater for multi-tenancy.
	v) The solution must have ability to archive closed records to improve system performance.
	w) The solution must have high availability and fail-over.
	x) The solution must have the ability to create and distribute work schedules to individuals and groups or teams.
	y) The solution (including mobile applications) must support integration to ILM (Identity lifecycle management).
Reporting	a) The solution must have the ability to dynamically report e.g. drop reports – Operational report Examples (not limited to): • Total problem records (PR's) vs service records (SR's). • Total PR vs Service.

Requirement Category	Requirement Description
	• Active Calls Report. • 2nd Line Resolved calls.
	b) The solution must have the ability to dynamically report e.g. drag & drop reports – Proactive report Examples (not limited to): • Service level agreements, thresholds notification reports • Change management trends. • Warranty expiry status. • Age analysis.
	c) The solution must have the ability to dynamically report e.g. drag & drop reports – Management report Examples (not limited to): • Real time dashboards inclusive of graphical formatting • Dashboards that will cater for various audiences for example executive overview of ITSM calls; team lead and/or manager view in to calls for their Branches and/or sections etc. • Monthly operational reports depicting trends and other metrics. • Service level agreements and operational level reports on system and interdepartmental performance.
Integration	a) The solution must have the ability to integrate with monitoring tools and have the ability for auto ticket creation and closure where the “event / incident / problem / change” has been resolved in the outside application based on alerts from monitoring tools and 3rd party applications. b) The solution must have the ability to integrate with communication gateways for sending alerts and notifications to specified user groups (end users, IT administrators, service teams, etc.). c) The solution must be able to be integrated via their own application programming interface (API) with the future employee mobile application. d) Integrate into System Center Configuration Manager (SCCM) or replacement product for Microsoft management, deployment and security of devices/ applications. e) Integrate into System Centre Operation Manager (SCOM) or replacement product for Microsoft Server monitoring f) Integrate into DX Net Ops Spectrum or replacement product for Network element monitoring / Event management. g) Integrate into Schneider Electric Ecostruxure or replacement product for Data Centre infrastructure monitoring. h) Integrate into McAfee Enterprise Security Management & McAfee SIEM or replacement product for Security incident and event management i) Integrate into Tenable SC & Tenable IO or replacement product for Vulnerability management. j) Integrate into Ansible or replacement product for Unix environment. k) Integrate into Email (Microsoft 365). l) Integrate into Microsoft Entra ID (Azure Active Directory) or replacement product for Single Sign-on. m) Integrate into Infobip or replacement product for SMS. n) Integrate into SAP Data and Analytics / Jasper or replacement product for Analytics reporting.

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

C.5.5.5. Delivery of Requirements

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

Table C.5.5.5 Delivery of Requirements

Requirement Category	Description
Service Catalogue Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: • Prepare, configure and roll-out of proposed ITSM Solution for Service Catalogue Management. • The Service Provider to work with CCT IT staff and cross skill and knowledge transfer. • Refine and improve IT service catalogue. • Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution.
Service Level Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: • Prepare, configure and roll-out of proposed ITSM Solution for Service Level Management. • Facilitate and manage the process of defining SLA's, UC's, OLA's for all branches in CCT IT and performance targets with Service Providers. • The Service Provider to work with CCT IT staff and cross skill and knowledge transfer. • Migrate existing Service level management data from current system to the proposed ITSM Solution. • Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution.
Service Asset & Configuration Management	Prepare, configure and roll-out of proposed ITSM Solution for System Asset and Configuration Management. • The Service Provider to work with CCT IT staff and cross skill and knowledge transfer. • Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution. • Ensure Integration with existing Asset management records being used by CCT (SAP ECC6). See integration and system asset and configuration management requirements. • Populate the CMDB as per CCT requirements using the Discovery tool. • Scanning the network: Auto-discovery tools scan the network infrastructure, including IP ranges, subnets, and network devices, to identify active devices and their associated configurations. • Collecting asset data: The auto-discovery tool collects relevant information about the identified devices, such as IP addresses, hostnames, MAC addresses, software versions, and other configuration details. • Mapping relationships: The tool analyses network connections and dependencies among the discovered assets to map their relationships within the CMDB. This will assist CCT IT Staff to confirm and establish the connections between the various IT Asset components. • Populating the CMDB: The collected asset data and their relationships are then automatically or manually populated into the CMDB, with support from CCT IT Staff, ensuring that the database remains updated with the most recent information. • Continuous monitoring: Auto-discovery processes can be scheduled to run periodically or triggered based on specific events to ensure the CMDB remains synchronized with the evolving IT environment.
Change Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: • IT Staff users of the system will make use of advanced functionality. • Prepare, configure and roll-out of proposed ITSM Solution by utilising and in existing forms, templates and workflows for Change management with ability forms, templates and workflows. • The Service Provider to work with CCT IT staff and cross skill as well as kno transfer. • Migrate existing Change Management data from current system to the propo Solution.

Requirement Category	Description
	- Implement requirements as per Clause C.5.5 Scope and Requirements of the ITSM Solution. - The Service Provider will be responsible for establishing a change management process to manage and control changes to IT infrastructure and services. This involves defining change approval workflows, assessing change impact and risks, and ensuring proper testing and documentation.
Release & Deployment Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: - Prepare, configure and roll-out of proposed ITSM Solution for Release and Deployment Management. - Ensure Integration with existing Deployment tools being used by CCT: - see Integration and Release and Deployment requirements. - The Service Provider to work with CCT IT staff and cross skill and knowledge transfer - Implement requirements as per Clause C.5.5 Scope and Requirements of the ITSM Solution.
Knowledge Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: - Prepare, configure and roll-out of proposed ITSM Solution for Knowledge Management. - The Service Provider to work with CCT IT staff and cross skill and knowledge transfer - Migrate existing Knowledge management data from current system to the proposed ITSM Solution. - Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution.
Service Request Management	Transition IT staff of the proposed ITSM solution without disruption to operations: - Prepare, configure and roll-out of proposed ITSM solution by utilising and incorporating as well as enhance existing forms, templates and workflows for Service Requests with ability to add new forms, templates and workflows (current list to be provided to Service Provider). - The Service Provider to work with CCT IT staff and cross skill - Migrate existing Service Request Management data from current system to the proposed ITSM solution. - Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution.
Incident Management	Transition IT staff of the proposed solution without disruption to operations: - Prepare, configure and roll-out of proposed ITSM Solution by utilising and incorporating, as well as enhance existing forms, templates and workflows for Incident Management with the ability to add new forms, templates and workflows. - The Service Provider to work with CCT IT staff and cross skill and knowledge transfer - Migrate existing ITSM Org structure and service teams to new proposed solution. - Migrate existing Incident Management data from current system to the proposed ITSM Solution. - Implement requirements as per Clause C.5.5 Scope and Requirements of the ITSM Solution.
Problem Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: - Prepare, configure and roll-out of proposed ITSM Solution by utilising and incorporating as well as enhance existing forms, templates for Problem Management with ability to add new forms, templates and workflows - The Service Provider to work with CCT IT staff and cross skill, and knowledge transfer - Migrate existing Problem Management data from current system to the proposed ITSM Solution. - Implement requirements as per Clause C.5.5 Scope and Requirements of the ITSM Solution.
Event Management	Transition IT staff of the proposed ITSM Solution without disruption to operations: - Effectively manage IT Staff as power users of the system and will make use of functionality. - Prepare, configure and roll-out of proposed ITSM Solution for Event Management - The Service Provider to work with CCT IT staff and cross skill as well as knowledge transfer.

Requirement Category	Description
	• Migrate existing Event management data from current system to the proposed ITSM Solution. • Ensure Integration with existing monitoring tools being used by CCT: ○ see integration and Event management requirements. • Implement requirements as per Clause C.5.5. Scope and Requirements of ITSM Solution.
Reporting	Transition IT staff of the proposed ITSM Solution without disruption to operations: Prepare, configure and roll-out of proposed ITSM Solution. for Reporting with categories for: • Operational Reporting • Proactive reporting • Management Reporting Refer to reporting requirements listed in Schedule F.13.I requirement Reporting. • Include development of additional 20 non-standard customised reports. • The Service Provider to work with CCT IT staff and cross skill and knowledge transfer.

C.5.6. NON-FUNCTIONAL & TECHNICAL REQUIREMENTS

C.5.6.1. Non-Functional Requirements

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

Table C.5.6.1 Non-Functional Requirements

Category	Requirements	KPI
Performance	The measurement of response time and throughput with respect to user load conditions.	• Provide minimum 200 - 500ms response times. • Provide sub-second response time for a minimum for concurrent 2500 users.
Solution Availability	Availability: A measure of how often a system's resources and services are accessible to end users, often expressed as the uptime of a system.	99.9% over a rolling 30-day period uptime of the solution excluding dependencies from the CCT outside of the Service Provider 's control, 24/7 (the solution is cloud/SaaS based). • Have fail save capability and high availability functionality in place. • The system should cater for full business continuity from an architectural and operational perspective.
Scalability	Add capacity and users to a deployed system. Scalability - add resources to the system dynamically.	
Security	Adhere to all Security Standards and Protocols that govern the CCT. Secure mobility management with ability to not cache. Enable and disable mobile or URL capabilities.	
Technical Frameworks	Proven track record of implementing ITSM based on ITIL framework.	As per the specifications.

C.5.6.2. Integration Technology Supported

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

C.5.6.3. User Permissions

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

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

The proposed SaaS must provide evidence of meeting Authentication and Authorisation Management (Identity Life Cycle) standards, as listed below:

- Must be capable of integrating with an OAuth 2.0 compliant authentication and authorisation mechanism; and
- Must be capable of integrating with the CCT's Identity Lifecycle Management application, currently Microsoft Entra ID.

C.5.6.4. Auditability

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

Auditability is a necessity for any ITSM solution and the system must have the capability to report user action resulting in data changes and updates, or process changes and updates.

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

The SERVICE PROVIDER is to ensure that the delivered and implemented system auditability capabilities conform to the requirements.

C.5.6.5. Security

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

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

The CCT reviews its security standards on a continuous basis to enhance security and protect the CCT's assets. Security standards could possibly change to accommodate the evolving technical landscape. The Service Provider will therefore need to incorporate the new standards into their designs and implement them. It is imperative that the Service Provider meets the minimum requirements as the CCT will enforce security and architectural standards

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

C.5.6.6. Migration Strategy

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

C.5.7 Implementation and Support Requirements

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

Software Solution Maintenance

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

Table C.5.7a Software Maintenance

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

Solution Support

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

Table C.5.7b Severity

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

C.5.7.1. Implementation of the ITSM Solution

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

Table C.5.7.1. Requirements for Implementation

Deliverable Category	Requirement Description
Implementation	The Service Provider to attach to Schedule F.13.J: • A high-level plan including all below processes where applicable for each scope item. • Detailed plan indicating proposed sequencing, milestones and of scope implementations. Implementation encompasses all processes involved in the ITSM Solution. Operating properly in its environment. a) Discovery and Planning Assessing the current environment and planning upgrades/replacement to the new proposed solutions. b) Design Design according to best practices. c) Build and Implement Implementation and configuration of proposed solution. • Integration and touch points must be investigated, tested, updated and documents migrated as applicable • Any integration with external systems must comply with CCT integration principles and toolsets. d) Testing Testing of proposed solution, minimising disruptions to the CCT. e) Deployment and Migration All software is fully configured, operationalised and related data moved to the new ITSM system: • Migration of legacy data • All processes should adhere to audit principles both internal and external. • All users migrated and ready to use the new systems. • Templates and standard documents must be available for use. f) Knowledge and Skills Transfer / Operational Handover IT support staff must receive the appropriate knowledge and skills transfer. g) Post Go-Live Support IT support staff must receive Post Go-Live Solution Handover with Documents h) Closeout IT support staff receive Project Close-out/Work Completion Report

C.5.7.2. Project Implementation Approach

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

Table C.5.7.2.

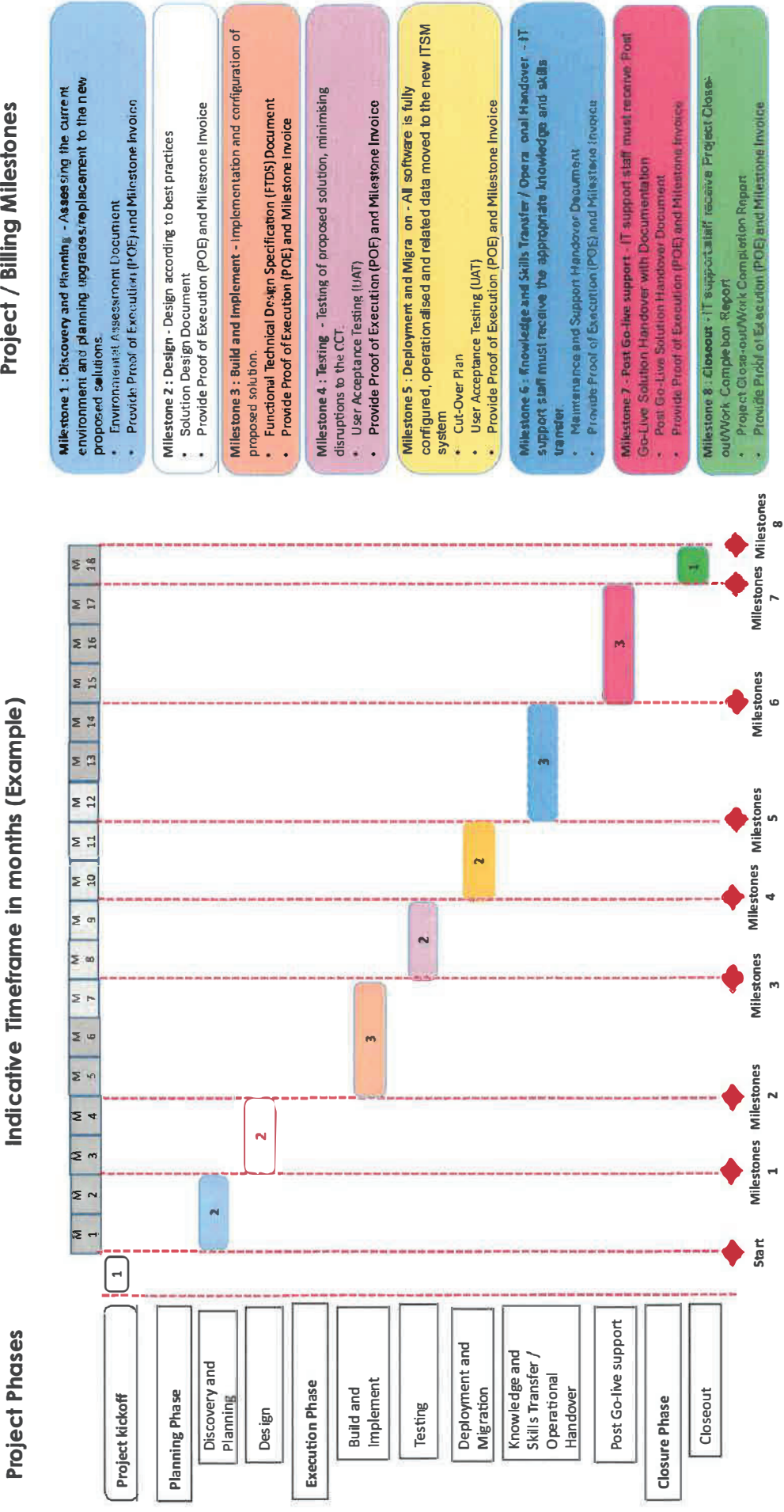
Project Phase	Sub-Phase	Project Deliverables	Milestone Artefact/Deliverable	Billing Deliverable
Planning Phase	Discovery and Planning	- Project Charter - Benefits Realization Register - Risks & Issues Register - Project Execution Plan - Project Schedule - Organizational Change Management Plan - Communication Plan - Training Plan - Requirements Traceability Matrix - AS-IS Baseline and GAP Report (Final)	- Environmental Document - Assessment	- Proof of Execution (POE) - Milestone Invoice
	Design	- Detail Design Gate Review Approval - Training Strategy - Training Assessment - Training Plan - Business Value Chains (Level 1 to 3) - Requirements Traceability Matrix (Update) - Single Point of Failure (SPOF) Updated - Business Role Matrix - Solution Architecture Blueprint - Test Strategy - Test Plan - Test Tracker - Data Cleansing Implementation Plan - Technical Infrastructure	Solution Design Document	- Proof of Execution (POE) - Milestone Invoice

Project Phase	Sub-Phase	Project Deliverables	Milestone Artefact/Deliverable	Billing Deliverable
Execution Phase		- High Level Cutover Plan - Solution Design Document		
	Build and Implement	- Charter Change Request /update (where applicable) - Organisational Impact - Business Value Chains (Level 1 to 3) (Update) - Requirements Traceability Matrix (Update) - Single Point of Failure (SPOF) Updated - Business Role Matrix (Update) - Solution Architecture Blueprint (Update) - Test Tracker (Update) including Test Results - Defects Tracker - Test Data and deployed to DEV / QA / UAT environments - Testing Scripts - Master Data (Enumeration Lists) - Solution Components (Configuration and Customization) - RICEFW objects – Signed-off (Reports, Interface, Conversion, Enhancements, Forms and Workflow) - Solution Prototype - Interfaces and other data exchanges - Users' set-up in DEV / QA environments - Master data (Enumeration Lists) set-up in DEV / QA environments - Detail Cut-over Plan - Functional Technical Design Specification (Final)	Functional Technical Design Specification (FTDS)	- Proof of Execution (POE) - Milestone Invoice
	Testing	- Business Role Matrix (Update) - Test Tracker (Update) including Test Results - Test Data and deployed to UAT environment	User Acceptance Testing (UAT)	- Proof of Execution (POE) - Milestone Invoice

Project Phase	Sub-Phase	Project Deliverables	Milestone Artefact/Deliverable	Billing Deliverable
		• Users' set-up in DEV / QA environments • Master data (Enumeration Lists) set-up in DEV / QA environments • Testing Scripts • Defects Tracker • Detail Cut-Over Plan • User Acceptance Testing (Final)		
	Deployment and Migration	• Final solution rolled out to production environment • Implement security profiles in production • Set-up users to business roles • Master data (Enumeration Lists) set-up in PROD environment • Implement interfaces • Load data to PROD environment • Post Load Data Migration Reports • Signed-off Data validations • Solution Support Manual • Defects Tracker • Detail Cut-Over Plan (Final)	• Cut-Over Plan	• Proof of Execution (POE) • Milestone Invoice
	Knowledge and Skills Transfer / Operational Handover	• Execution Stage Gate Review Approval • Organizational Change management to support the business through the changes • Knowledge transfer to users to support the business users • Where applicable, continuous capturing and enhancement of master data • Completion of all project documentation and particular the Project Close-Out Report • Defects Tracker • Production sign-off from the City of Cape Town	• Maintenance and Support Handover Document	• Proof of Execution (POE) • Milestone Invoice

Project Phase	Sub-Phase	Project Deliverables	Milestone Artefact/Deliverable	Billing Deliverable
		• Solution Support Manual (Final) • Maintenance and Support Handover Document (Final)		
	Post Go-Live Support	• Post Go-Live Solution Support • Continuous organizational change management to support the business through the changes • Continuous training of users to support the business users • Where applicable, continuous capturing and enhancement of master data • Post Go-Live Solution Handover Document	• Post Go-Live Handover Document • Solution	• Proof of Execution (POE) • Milestone Invoice
Closure Phase	Closeout	• Commission & Close-Out Stage Gate Review Approval • Completion of all project documentation • Official closure of the project • Project Close-out/Work Completion Report	• Project Completion Report • Close-out/Work	• Proof of Execution (POE) • Milestone Invoice

Figure-C.5.7.2.2: Implementation Payment Milestones



C.5.7.3. REQUIREMENTS FOR TRAINING ON THE ITSM SOLUTION

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

Table C.5.7.3.1 Training Requirements

Deliverable Category	Requirement Description
ITSM System CMDB Management	It is required to provide for the necessary support structure and resource capacity needs to run the ITSM CMDB component of the solution (back-end) effectively through the training of CCT CMDB administrators. ITSM System - CMDB Management Training must include: • Technical Training on the use and management of the CMDB tool • Provision to be made for pre- and post-go-live training, as required by CCT. • The Service Provider to provide relevant training material/documentation for the proposed solution. Service Provider to specify any prerequisites that may be vital for the applicable training attendees. Training provided to be at an Advance level where trainee will be able to take the lead on administrative activities.
ITSM System Administrators	It is required to provide for the necessary support structure and resource capacity needs to run the ITSM Solution (back-end) effectively through the training of CCT system administrator support staff. ITSM System Administrators Training must include: • Provide Technical Training to administer and configure the ITSM Solution. • Provision to be made for pre- and post-go-live training, as required by CCT. • The Service Provider to provide relevant training material/documentation for the proposed solution.
ITSM System User	It is required to provide for the necessary ITSM System user training to enable IT support staff to utilize the proposed ITSM Solution. ITSM System User Training must include: Provide role-based training in the following competency areas: • Mobile Application for IT Support • Incident Management • Service Request Management • Problem Management • Change Management • System and Asset Configuration Management • Service Level Management • Service Catalogue Management • Knowledge Management • Operational Reporting • Proactive Reporting • Management (Dashboard) Reporting

Table C.5.7.3.2: Detail on the applicable competency areas

Competency Area	Level Definition	Resource Category	Role Description
ITSM System CMDB Management	These are staff that will be administering the proposed ITSM Solution.	Configuration Manager/ Configuration Administrator	After being Trained the CMDB Admin/Manager should have the following competencies but not limited to: • Basic understanding of a CMDB. • Be able to identify, capture, and maintain all CI's. • Be able to link various CI's and maintain them. • Be able to report on the status of CI' • Defining data standards, ensuring data integrity, and managing access controls to maintain the accuracy and security of the CMDB.
IT Service Management System Administrators	These are staff that will be administering the proposed ITSM Solution.	System Engineer	After being trained, all system administrators should have the following competencies, but not limited to: • Corrective Maintenance & Support of the proposed ITSM Solution. • Diagnosis service restoration and/or correction of hardware on site as well as resolve basic configuration problems • On-site assistance • Perform base problem determination and collect relevant technical information for further analysis by a higher-level engineer. • Provide problem resolution status report updates and escalate unresolved problems to L2 as required. • Provide access details to IT administrators. • Provide root cause to Technical Operations Centre • Event Management training to be aligned, but not restricted to; the Functional Requirement Category: Integration and Event Management • Integration with the various source monitoring systems • Configuring Events to allow auto ticket creation from the source monitoring systems with the appropriate priority levels and categorisation • Event Management Metrics, KPIs and Reporting • Service Level Management training to be aligned, but not restricted to; the Functional Requirement Category: Service Level Management • Create and maintain an IT Serv • Create service levels mapped Catalogue • Build OLA/SLAs triggers an within the system • Workflows for OLA/SLA breaches

Competency Area	Level Definition	Resource Category	Role Description
			- Service Level Management Metrics, KPIs and Reporting - System & Asset Configuration training to be aligned, but not restricted to the Functional Requirement Category: System Asset & Configuration Management - Integrate with existing Asset Management systems - Create and maintain CI's (Configuration Items) in the CMDB Asset and Configuration Management Metrics, KPIs and Reporting
IT Management System User	Service These are the IT support staff that will operate the various modules of the proposed ITSM Solution.	IT Service Desk Agents and 2nd & 3rd Line IT Support Staff	Training should encompass: - The end-to-end Logging, Acknowledge, Accepting, Routing / rerouting, changing status, updating and Closure process of Incidents and Service Requests of tickets. - Call Classification & Prioritisation - Search & Referencing Knowledge Base - Search & Referencing Call History - Search & Referencing Customer History - Parent/Child Ticketing - Linking of Incidents/Changes/Problems - Call Escalations - Training to be aligned, but not restricted to, as specified in the Functional Requirement Category: Incident & Service Request Management. - Operational reporting Training to be aligned, but not restricted to, as specified in the Functional Requirement Category: Incident Management and Service Request Management.

Competency Area	Level Definition	Resource Category	Role Description
	These are the IT support staff that will operate the various modules of the proposed IT Service Management Solution	Change Management staff may include IT Service Desk Agents and 2nd & 3rd Line IT Support Staff	Training should encompass: • The end-to-end process logging, approving, managing and implementing IT Change Requests in the solution. • Requests for changes • Workflows and features for approval • Change release • Change request lifecycle • Ability to insert Planned changes • Training and workflow routing • Embedding attachments • Planning and forward schedule • Completion of post implementation review templates • Operational reporting • Training to be aligned but not restricted to, as specified in the Functional Requirement Category: Change Management.
	These are the IT support staff that will operate the various modules of the proposed IT Service Management Solution	Problem Management staff may include IT Service Desk Agents and 2nd & 3rd Line IT Support Staff	Training should encompass: • The end-to-end process for managing IT Problem Records. • Problem Record lifecycle – from Problem identification to Root Cause Analysis and Problem Closure. • Workflows for RCA completion and approval • Populating the Known error Database (KEDB) Linking Incidents/Changes/Problems within the solution • The process for Publishing and Maintaining Knowledge Articles in a Knowledge Database • Identification of Problem Trends • Training to be aligned, but not restricted to, as specified in the Functional Requirement Category: Problem Management.

Competency Area	Level Definition	Resource Category	Role Description
	These are the IT Staff that will use the system for Reporting; Managing their Support Teams; Performing Quality Assurance	All IT staff inclusive of supervisors and managers	Training should encompass: • Out of the box reporting • Customisable reports without development • Development of non-standard reporting to meet our specific requirements • Active real-time dashboards that is visual and easy to understand. Training to be aligned, but not restricted to, as specified in the Functional Requirement Category: Reporting.

C.5.7.3.1. Training

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

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

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

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

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

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

The training deliverables will include the following:

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

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

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

Table C.5.7.4 Professional Services Qualifications

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

C.5.8 TRADE NAMES OR PROPRIETARY PRODUCTS

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

C.5.9 FORMS FOR CONTRACT ADMINISTRATION

Not Applicable.

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.

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

1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

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

3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 Intellectual Property

- 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
- 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The Supplier shall, and warrants that it shall:
 - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, product shall be, and be deemed in law to be, owned by the Purchaser;
 - 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to Intellectual Property of the Purchaser;
 - 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;

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

Add the following after clause 5.8:

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

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

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

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that Goods and/or Services to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Service Provider or Supplier shall be open, at all reasonable hours, for inspection by a representative of the Purchaser or an organisation acting on behalf of the Purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licensed compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- [11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **[R5 million]** in respect of each and every claim during the contract period.]
- 11.2.5 In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.
- 11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as the pro forma version contained in the Pro forma Insurance Broker's Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 N/A

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

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

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

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

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

16.6.3 N/A.

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

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

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 (D) Contract Price Adjustment.

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract because of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at his discretion extend the time for Delivery.

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

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

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

Implementation

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

Maintenance

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

Solution Support

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

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:
- 23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 If the Parties, by mutual agreement, terminate the Contract.
- 23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
- 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this Contract, the Supplier shall be solely liable for and hereby indemnifies and holds harmless the Purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
- a) personal injury or loss of life to any individual;
 - b) loss of or damage to property;

Arising from, out of, or in connection with the performance by the Supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the Purchaser.

- 28.3 The Supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the Purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servant 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/

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

Tender 324S.2024.24 - Replacement Page 91a

Tender 324S.2024.24 - Replacement Page 91b

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

- 32.4 The VAT registration number of the CCT is [REDACTED]

ADDITIONAL CONDITIONS OF CONTRACT

33. Reporting Obligations

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

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34. Forward Cover Requirement for Direct Importing Contractors

- 34.1 Forward Cover is an essential financial instrument that provides a safeguard against adverse rate of exchange variations between the time of the tender submission and the time of payment for the imported goods.
- 34.2 For Contractors that are directly importing goods specified in a purchase order, Forward Cover is requested to be taken out as a protective measure against potential fluctuations in the rate of exchange for imported goods.
- 34.3 Forward Cover must be taken out for each purchase order, or as agreed upon with the CCT. The CCT reserves the right to its remedies.
- 34.4 The Contractor shall ensure that the Forward Cover is arranged and maintained for the entirety of the purchase order period, and any extensions thereof, as applicable.
- 34.5 The Contractor shall provide proof of the Forward Cover arrangement to the CCT upon request demonstrating compliance with this requirement.
- 34.6 Failure to adhere to the Forward Cover requirement may result in the Contractor's ineligibility for contract price adjustment based on rate of exchange variations and could lead to the Contractor assume the full financial risk of any unfavourable rate of exchange fluctuations.

- 34.7 The City reserves the right to verify the validity and adequacy of the Forward Cover arrangement and may take appropriate action, including contract termination, should the Contractor be found in breach of this requirement.

35. Data Hosting and Jurisdictional Requirements

- 35.1 The Service Provider may host data outside the borders of the Republic of South Africa, provided that such data is hosted in a jurisdiction with data protection and privacy laws that are equivalent to or more stringent than the Protection of Personal Information Act, 2013 (POPIA). Preference shall be given to jurisdictions governed by the General Data Protection Regulation (GDPR) or other comparable legal frameworks. The Service Provider shall declare the location(s) of all data hosting and processing to the City of Cape Town in writing prior to commencement of services, to enable the City to fulfil its obligations to the Information Regulator under POPIA.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which services are supplied. Goods are produced when, through manufacturing, processing or substantial and major

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

1.7 'Day' means calendar day.

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

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

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

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

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

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Service Provider and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Service Provider of the benefits of free and open competition.

1.14 'GCC' means the General Conditions of Contract.

1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 'Local content' means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.

1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 'Project site', where applicable, means the place indicated in bidding documents.

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful Service Provider shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause

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

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

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

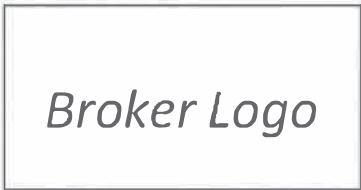
34.2 If a Service Provider (s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative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

34.3 If a Service Provider (s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the Service Provider (s) or contractor(s) from conducting business with the purchaser.

sector for a period not exceeding 10 (ten) years and/or claim damages from the Service Provider (s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

Refer to attached Certificates

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 2023/24

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

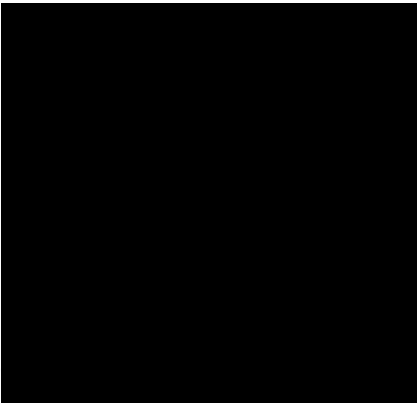
I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CCT with regard to the abovementioned contract, and that all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

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

Yours faithfully

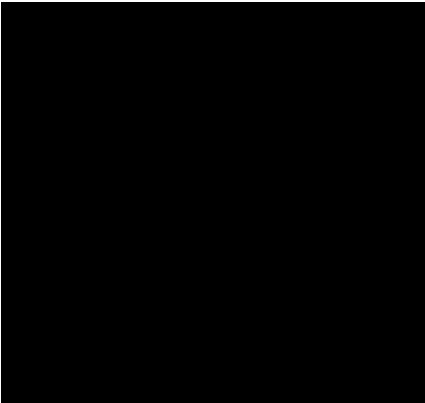
Signed: _____

For: _____ (Supplier’s Insurance Broker)



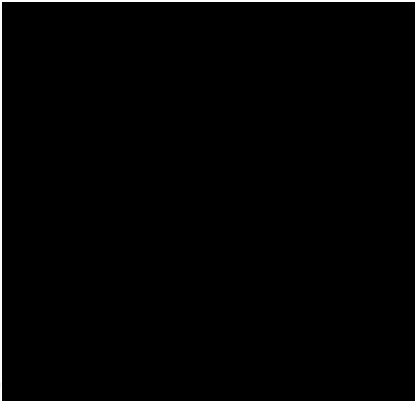
Annexure B – Monthly Project Labour Report

Not Applicable.



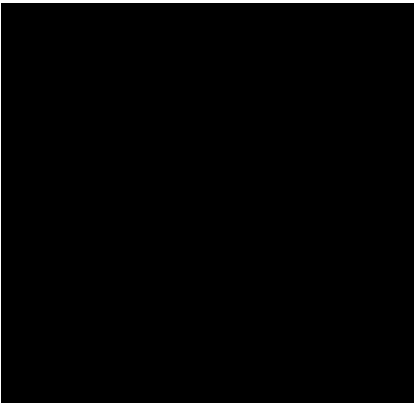
Annexure C: Pro-Forma Performance Security / Guarantee

Not Applicable.



Annexure D - Pro Forma Advance Payment Guarantee

Not applicable.



Annexure F - Tender Returnable Documents

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

1. TENDER CONDITIONS

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

2. CPA PROVISIONS SELECTION

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

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

IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)

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

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

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

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

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

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

3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.

3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.

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

3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.

3.6 Where pricelist-based and other non-index-based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.

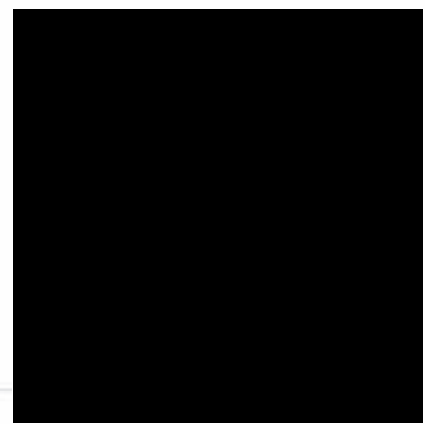
3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders effective date of the adjustment shall be issued at, and the Goods or Services shall be paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders prior to the effective date.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

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

NOT APPLICABLE



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

NOT APPLICABLE

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

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

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

NOT APPLICABLE