TENDER NO: 097S/2024/25

TENDER DESCRIPTION: SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2031

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	[redacted]

AND

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

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

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

[redacted]

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☑ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	CYBERLINX SECURITY (PTY)LTD
Trading as (if different from above	
Company / Close Corporation registration number (if applicable)	[redacted]
Postal address	
Physical address (Chosen Domicilium Citandi Et Executandi)	
Contact details of the person duly authorised to represent the tenderer	
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐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

[redacted]

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 097S/2024/25 - SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

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 issued by the CCT;

3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
   4.1 terms and conditions stipulated in this tender document;
   4.2 specifications stipulated in this tender document; and
   4.3 at the prices as set out in the **Price Schedule**.

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

[redacted]

[redacted]

TENDER 097S/2024/25 - SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

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 contract commencement, 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.

Unless indicated otherwise in the Deviation Schedule, 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).

[redacted]

TENDER 097S/2024/25 - SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

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 **CONTRACT PERIOD** ....

Details The CONTRACT PERIOD will commence on Date of Commencement of Contract and terminate on 30 June 2031. ....

....

....

2 Subject **Negotiated Rates** ....

Details The rates and mark-up percentages will be as per the negotiated rates contained within C.4 Pricing Schedule and communicated to the the tenderer following award (Refer to Annexure A - Award Notification Letter - Negotiated Rates).

....

3 Subject ....

Details ....

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....

....

4 Subject ....

Details ....

....

....

....

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

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

FINANCE
SUPPLY CHAIN MANAGEMENT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM Practitioner: Tenders
[redacted]

26 September 2025

[redacted]

[redacted]

Attention: [redacted]

Dear Sir/Madam

TENDER NO: 097S/2024/25

DESCRIPTION: SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

The Supply Chain Management Bid Adjudication Committee of the City of Cape Town, **22 September 2025**, considered your offer for the abovementioned tender. We have the pleasure of advising you that the offer submitted by **Cyberlinx Security (Pty) Ltd** was successful and that the tender was also awarded to **IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot Cyber, Take Note IT (Pty) Ltd and Fullstream Business Services (Pty) Ltd** as per the table below and mark-up percentage and rates included within **Annexure A2** – Schedule of all rates attached hereto.

IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot Cyber	**Winner – Schedule A**
	Winner – Schedule D
Fullstream Business Services (Pty) Ltd	**Winner – Schedule B**
	Winner – Schedule C
	Alternative Schedule D
Take Note IT (Pty) Ltd	**Winner – Schedule E**
Cyberlinx Security (Pty) Ltd	**Alternative - Schedule E**

The **Contract Period** will be from the date of commencement of contract until 30 June 2031, subject to the conclusion of a Section 33 process of the MFMA process and Council adopting a resolution

Please note that the award of this tender is subject to a 21-day appeal period in terms of the Municipal Systems Act. It must be noted that no rights will accrue until the appeal period has been finalised.

Requests for further information may be submitted to the Director: Supply Chain Management, PO Box 655, Cape Town, 8000.

Yours faithfully,

[redacted]

For Director: Supply Chain Management

[redacted]

Annexure A2 - Schedule of all Rates inclusive of negotiated rates

097S/2024/25 - SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	TENDERER	Supplier OEM Price (Excl. VAT)	Mark-up Percentage (%)	Mark-up Value	Price Month 1 to Month 12	Price Month 13 to Month 24	Price Month 25 to Month 36	Price Month 37 to Month 48	Price Month 49 to Month 60	Price Month 61 to Month 72	TOTAL PRICE
A1.1	Tenable.SC - On Premise or Cloud – 4096 Hosts - Scanner(s) Included - Annual Subscription or equivalent	Supplier OEM Price	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot Cyber	R 691 683.33	10.75%	R 74 355.96							R 766 039.29
A1.2	Tenable.IO Vulnerability Scanner or equivalent	Supplier OEM Price	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot	R 312 310.49	10.75%	R 33 573.38							R 345 883.87
A1.3	Tenable.OT or equivalent	Supplier OEM Price	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot	R 59 660.65	10.75%	R 6 413.52							R 66 074.17
A2.1	Tenable.SC or equivalent	Supplier OEM Price	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot	R 0.00	10.75%								R 0.00
A2.2	Tenable.IO Web Application Scanner or equivalent	Supplier OEM Price	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot	R 0.00	10.75%								R 0.00
A2.3	Tenable.OT or equivalent	Supplier OEM Price	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot	R 0.00	10.75%								R 0.00
A3.1	Project Manager	per hour	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot				R 950.00	R 1 002.00	R 1 050.00	R 1 108.00	R 1 168.00	R 1 200.00	R 6 478.00

Annexure A2 - Schedule of all Rates inclusive of negotiated rates

097S/2024/25 - SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	TENDERER	Supplier OEM Price (Excl. VAT)	Mark-up Percentage (%)	Mark-up Value	Price Month 1 to Month 12	Price Month 13 to Month 24	Price Month 25 to Month 36	Price Month 37 to Month 48	Price Month 49 to Month 60	Price Month 61 to Month 72	TOTAL PRICE
A3.2	Architect	per hour	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot				R 1 080.00	R 1 139.00	R 1 200.00	R 1 266.00	R 1 335.00	R 1 350.00	R 7 370.00
A3.3	SME (Subject Matter Expert)	per hour	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot				R 1 250.00	R 1 318.00	R 1 390.00	R 1 466.00	R 1 546.00	R 1 600.00	R 8 570.00
A4.1	As per relevant SLA	As per SLA	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot				R 223 000.00	R 235 265.00	R 248 204.00	R 261 855.00	R 276 257.00	R 291 451.00	R 1 536 032.00
B1.1	Project Manager	per hour	Fullstream Business Services (Pty) Ltd				R 1 080.00	R 1 136.16	R 1 187.29	R 1 240.72	R 1 296.55	R 1 354.89	R 7 295.61
B1.2	Architect	per hour	Fullstream Business Services (Pty) Ltd				R 1 080.00	R 1 136.16	R 1 187.29	R 1 240.72	R 1 296.55	R 1 354.89	R 7 295.61
B1.3	SME (Subject Matter Expert)	per hour	Fullstream Business Services (Pty) Ltd				R 1 080.00	R 1 136.16	R 1 187.29	R 1 240.72	R 1 296.55	R 1 354.89	R 7 295.61
B2.1	As per relevant SLA	As per SLA	Fullstream Business Services (Pty) Ltd				R 360 000.00	R 378 720.00	R 395 762.40	R 413 571.71	R 432 182.43	R 451 630.64	R 2 431 867.18
B3.1	Managed service to operate the Microsoft Purview platform 8 x 5 business hours only		Fullstream Business Services (Pty) Ltd				R 4 500 000.00	R 4 734 000.00	R 4 947 030.00	R 5 169 646.35	R 5 402 280.44	R 5 645 383.06	R 30 398 339.85
C1.1	Project Manager	per hour	BUI Security Services (Pty) Ltd t/a Intuenti (Pty) Ltd				R 730.00	R 775.00	R 820.00	R 870.00	R 925.00	R 980.00	R 5 100.00
C1.2	Architect	per hour	BUI Security Services (Pty) Ltd t/a Intuenti (Pty) Ltd				R 1 635.00	R 1 795.00	R 1 975.00	R 2 100.00	R 2 225.00	R 2 360.00	R 12 090.00
C1.3	SME (Subject Matter Expert)	per hour	BUI Security Services (Pty) Ltd t/a Intuenti (Pty) Ltd				R 1 635.00	R 1 795.00	R 1 975.00	R 2 100.00	R 2 225.00	R 2 360.00	R 12 090.00

Annexure A2 - Schedule of all Rates inclusive of negotiated rates

097S/2024/25 - SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

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C2.1	As per relevant SLA	As per SLA	BUI Security Services (Pty) Ltd t/a Intuenti (Pty) Ltd				R 2 779 480.00	R 2 967 449.00	R 3 145 496.00	R 3 334 225.00	R 3 534 279.00	R 3 746 336.00	R 19 507 265.00
C1.1	Project Manager	per hour	Fullstream Business Services (Pty) Ltd				R 1 080.00	R 1 136.16	R 1 187.29	R 1 240.72	R 1 296.55	R 1 354.89	R 7 295.61
C1.2	Architect	per hour	Fullstream Business Services (Pty) Ltd				R 1 080.00	R 1 136.16	R 1 187.29	R 1 240.72	R 1 296.55	R 1 354.89	R 7 295.61
C1.3	SME (Subject Matter Expert)	per hour	Fullstream Business Services (Pty) Ltd				R 1 080.00	R 1 136.16	R 1 187.29	R 1 240.72	R 1 296.55	R 1 354.89	R 7 295.61
C2.1	As per relevant SLA	As per SLA	Fullstream Business Services (Pty) Ltd				R 360 000.00	R 378 720.00	R 395 762.40	R 413 571.71	R 432 182.43	R 451 630.64	R 2 431 867.18
D1.1	Project Manager	per hour	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot				R 1 200.00	R 1 266.00	R 1 336.00	R 1 409.00	R 1 487.00	R 1 568.00	R 8 266.00
D1.2	Architect	per hour	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot				R 1 400.00	R 1 477.00	R 1 558.00	R 1 644.00	R 1 734.00	R 1 830.00	R 9 643.00
D1.3	SME (Subject Matter Expert)	per hour	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot				R 1 400.00	R 1 477.00	R 1 558.00	R 1 644.00	R 1 734.00	R 1 830.00	R 9 643.00
D2.1	As per relevant SLA	As per SLA	IT Naledi Solutions and Barefoot Security Joint Venture t/a IT Naledi Security and Barefoot				R 330 000.00	R 341 550.00	R 353 504.00	R 365 877.00	R 378 683.00	R 391 936.00	R 2 161 550.00
D1.1	Project Manager	per hour	BUI Security Services (Pty) Ltd t/a Intuenti (Pty) Ltd				R 730.00	R 775.00	R 820.00	R 870.00	R 925.00	R 980.00	R 5 100.00

Annexure A2 - Schedule of all Rates inclusive of negotiated rates

097S/2024/25 - SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

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D1.2	Architect	per hour	BUI Security Services (Pty) Ltd t/a Intuenti (Pty) Ltd				R 1 635.00	R 1 795.00	R 1 975.00	R 2 100.00	R 2 225.00	R 2 360.00	R 12 090.00
D1.3	SME (Subject Matter Expert)	per hour	BUI Security Services (Pty) Ltd t/a Intuenti (Pty) Ltd				R 1 635.00	R 1 795.00	R 1 975.00	R 2 100.00	R 2 225.00	R 2 360.00	R 12 090.00
D2.1	As per relevant SLA	As per SLA	BUI Security Services (Pty) Ltd t/a Intuenti (Pty) Ltd				R 2 779 480.00	R 2 967 449.00	R 3 145 496.00	R 3 334 225.00	R 3 534 279.00	R 3 746 336.00	R 19 507 265.00
D1.1	Project Manager	per hour	Fullstream Business Services (Pty) Ltd				R 1 080.00	R 1 134.00	R 1 190.70	R 1 250.24	R 1 312.75	R 1 378.38	R 7 346.07
D1.2	Architect	per hour	Fullstream Business Services (Pty) Ltd				R 1 080.00	R 1 134.00	R 1 190.70	R 1 250.24	R 1 312.75	R 1 378.38	R 7 346.07
D1.3	SME (Subject Matter Expert)	per hour	Fullstream Business Services (Pty) Ltd				R 1 080.00	R 1 134.00	R 1 190.70	R 1 250.24	R 1 312.75	R 1 378.38	R 7 346.07
D2.1	As per relevant SLA	As per SLA	Fullstream Business Services (Pty) Ltd				R 360 000.00	R 378 000.00	R 396 900.00	R 416 745.00	R 437 582.25	R 459 461.36	R 2 448 688.61
E1.1	Security assessment		Take Note IT (Pty) Ltd				R 67 200.00	R 67 200.00	R 67 200.00	R 69 200.00	R 69 200.00	R 71 200.00	R 411 200.00
E1.2	Draft detailed report		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E1.3	Executive overview presentation		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E1.4	Final detailed report		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E2.1	Security assessment		Take Note IT (Pty) Ltd				R 67 200.00	R 67 200.00	R 67 200.00	R 6 900.00	R 69 200.00	R 71 200.00	R 348 900.00
E2.2	Draft detailed report		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E2.3	Executive overview presentation		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E2.4	Final detailed report		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E3.1	Security assessment		Take Note IT (Pty) Ltd				R 67 200.00	R 67 200.00	R 67 200.00	R 6 900.00	R 69 200.00	R 71 200.00	R 348 900.00
E3.2	Draft detailed report		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E3.3	Executive overview presentation		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E3.4	Final detailed report		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00

Annexure A2 - Schedule of all Rates inclusive of negotiated rates

097S/2024/25 - SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	TENDERER	Supplier OEM Price (Excl. VAT)	Mark-up Percentage (%)	Mark-up Value	Price Month 1 to Month 12	Price Month 13 to Month 24	Price Month 25 to Month 36	Price Month 37 to Month 48	Price Month 49 to Month 60	Price Month 61 to Month 72	TOTAL PRICE
E4.1	Security assessment		Take Note IT (Pty) Ltd				R 45 500.00	R 45 500.00	R 67 200.00	R 69 200.00	R 69 200.00	R 71 200.00	R 367 800.00
E4.2	Draft detailed report		Take Note IT (Pty) Ltd				R 6 500.00	R 6 500.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 59 400.00
E4.3	Executive overview presentation		Take Note IT (Pty) Ltd				R 6 500.00	R 6 500.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 59 400.00
E4.4	Final detailed report		Take Note IT (Pty) Ltd				R 6 500.00	R 6 500.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 59 400.00
E5.1	Security assessment		Take Note IT (Pty) Ltd				R 67 200.00	R 67 200.00	R 67 200.00	R 69 200.00	R 69 200.00	R 71 200.00	R 411 200.00
E5.2	Draft detailed report		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E5.3	Executive overview presentation		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E5.4	Final detailed report		Take Note IT (Pty) Ltd				R 9 600.00	R 9 600.00	R 9 600.00	R 11 600.00	R 11 600.00	R 13 600.00	R 65 600.00
E6.1	Project Manager	per hour	Take Note IT (Pty) Ltd				R 750.00	R 750.00	R 750.00	R 800.00	R 850.00	R 900.00	R 4 800.00
E6.2	SME (Subject Matter Expert)	per hour	Take Note IT (Pty) Ltd				R 450.00	R 450.00	R 450.00	R 500.00	R 550.00	R 600.00	R 3 000.00
E1.1	Security assessment		Cyberlinx Security (Pty) Ltd				R 99 200.00	R 103 168.00	R 107 294.72	R 111 586.51	R 116 049.97	R 120 691.97	R 657 991.17
E1.2	Draft detailed report		Cyberlinx Security (Pty) Ltd				R 6 200.00	R 6 448.00	R 6 705.92	R 6 974.16	R 7 253.12	R 7 543.25	R 41 124.45
E1.3	Executive overview presentation		Cyberlinx Security (Pty) Ltd				R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
E1.4	Final detailed report		Cyberlinx Security (Pty) Ltd				R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
E2.1	Security assessment		Cyberlinx Security (Pty) Ltd				R 243 040.00	R 252 761.60	R 262 872.06	R 273 386.95	R 284 322.42	R 295 695.32	R 1 612 078.35
E2.2	Draft detailed report		Cyberlinx Security (Pty) Ltd				R 6 200.00	R 6 448.00	R 6 705.92	R 6 974.16	R 7 253.12	R 7 543.25	R 41 124.45
E2.3	Executive overview presentation		Cyberlinx Security (Pty) Ltd				R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
E2.4	Final detailed report		Cyberlinx Security (Pty) Ltd				R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
E3.1	Security assessment		Cyberlinx Security (Pty) Ltd				R 124 000.00	R 128 960.00	R 134 118.40	R 139 483.14	R 145 062.46	R 150 864.96	R 822 488.96
E3.2	Draft detailed report		Cyberlinx Security (Pty) Ltd				R 6 200.00	R 6 448.00	R 6 705.92	R 6 974.16	R 7 253.12	R 7 543.25	R 41 124.45
E3.3	Executive overview presentation		Cyberlinx Security (Pty) Ltd				R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
E3.4	Final detailed report		Cyberlinx Security (Pty) Ltd				R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
E4.1	Security assessment		Cyberlinx Security (Pty) Ltd				R 157 976.00	R 164 295.04	R 170 866.84	R 177 701.52	R 184 809.58	R 192 201.96	R 1 047 850.94
E4.2	Draft detailed report		Cyberlinx Security (Pty) Ltd				R 6 200.00	R 6 448.00	R 6 705.95	R 6 974.16	R 7 253.12	R 7 543.25	R 41 124.48
E4.3	Executive overview presentation		Cyberlinx Security (Pty) Ltd				R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00

Annexure A2 - Schedule of all Rates inclusive of negotiated rates

097S/2024/25 - SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	TENDERER	Supplier OEM Price (Excl. VAT)	Mark-up Percentage (%)	Mark-up Value	Price Month 1 to Month 12	Price Month 13 to Month 24	Price Month 25 to Month 36	Price Month 37 to Month 48	Price Month 49 to Month 60	Price Month 61 to Month 72	TOTAL PRICE
E4.4	Final detailed report		Cyberlinx Security (Pty) Ltd				R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
E5.1	Security assessment		Cyberlinx Security (Pty) Ltd				R 124 000.00	R 128 960.00	R 134 118.40	R 139 483.14	R 145 062.46	R 150 864.96	R 822 488.96
E5.2	Draft detailed report		Cyberlinx Security (Pty) Ltd				R 6 200.00	R 6 448.00	R 6 705.92	R 6 974.16	R 7 253.12	R 7 543.25	R 41 124.45
E5.3	Executive overview presentation		Cyberlinx Security (Pty) Ltd				R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
E5.4	Final detailed report		Cyberlinx Security (Pty) Ltd				R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
E6.1	Project Manager	per hour	Cyberlinx Security (Pty) Ltd				R 1 519.00	R 1 610.14	R 1 706.75	R 1 809.16	R 1 917.71	R 2 032.77	R 10 595.53
E6.2	SME (Subject Matter Expert)	per hour	Cyberlinx Security (Pty) Ltd				R 1 519.00	R 1 610.14	R 1 706.75	R 1 809.16	R 1 917.71	R 2 032.77	R 10 595.53

TENDER 097S/2024/25 - SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

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:

[redacted]

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT") AND

Cyberlinx Security (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

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

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

COID ACT Registration Number: ....[redacted]................................ OR Compensation Insurer: .... Policy No.: ....

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

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

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

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

[redacted]

Signed at...................................... on the.....................................day of.....................................20....

[redacted]

SCHEDULE E - SECURITY ASSESSMENT SERVICES

SCHEDULE E1 - SAP SERVICES PROJECT

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	Price Month 1 to Month 12	Price Month 13 to Month 24	Price Month 25 to Month 36	Price Month 37 to Month 48	Price Month 49 to Month 60	Price Month 61 to Month 72
E1.1	Security assessment		R99 200.00	R103 168.00	R107 294.72	R111 586.51	R116 049.97	R120 691.97
E1.2	Draft detailed report		R6 200.00	R6 448.00	R6 705.92	R6 974.16	R7 253.12	R7 543.25
E1.3	Executive overview presentation		R0.00	R0.00	R0.00	R0.00	R0.00	R0.00
E1.4	Final detailed report		R0.00	R0.00	R0.00	R0.00	R0.00	R0.00

SCHEDULE E2 - WEB APPLICATION PROJECT

E2.1	Security assessment		R243 040.00	R252 761.60	R262 872.06	R273 386.95	R284 322.42	R295 695.32
E2.2	Draft detailed report		R6 200.00	R6 448.00	R6 705.92	R6 974.16	R7 253.12	R7 543.25
E2.3	Executive overview presentation		R0.00	R0.00	R0.00	R0.00	R0.00	R0.00
E2.4	Final detailed report		R0.00	R0.00	R0.00	R0.00	R0.00	R0.00

SCHEDULE E3 - MICROSOFT ACTIVE DIRECTORY PROJECT

E3.1	Security assessment		R124 000.00	R128 960.00	R134 118.40	R139 483.14	R145 062.46	R150 864.96
E3.2	Draft detailed report		R6 200.00	R6 448.00	R6 705.92	R6 974.16	R7 253.12	R7 543.25
E3.3	Executive overview presentation		R0.00	R0.00	R0.00	R0.00	R0.00	R0.00
E3.4	Final detailed report		R0.00	R0.00	R0.00	R0.00	R0.00	R0.00

SCHEDULE E4 - M365 PROJECT

E4.1	Security assessment		R157 976.00	R164 295.04	R170 866.84	R177 701.52	R184 809.58	R192 201.96
E4.2	Draft detailed report		R6 200.00	R6 448.00	R6 705.95	R6 974.16	R7 253.12	R7 543.25
E4.3	Executive overview presentation		R0.00	R0.00	R0.00	R0.00	R0.00	R0.00
E4.4	Final detailed report		R0.00	R0.00	R0.00	R0.00	R0.00	R0.00

SCHEDULE E5 - GIS PROJECT

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	Price Month 1 to Month 12	Price Month 13 to Month 24	Price Month 25 to Month 36	Price Month 37 to Month 48	Price Month 49 to Month 60	Price Month 61 to Month 72
E5.1	Security assessment		R124 000.00	R128 960.00	R134 118.40	R139 483.14	R145 062.46	R150 864.96
E5.2	Draft detailed report		R6 200.00	R6 448.00	R6 705.92	R6 974.16	R7 253.12	R7 543.25
E5.3	Executive overview presentation		R0.00	R0.00	R0.00	R0.00	R0.00	R0.00
E5.4	Final detailed report		R0.00	R0.00	R0.00	R0.00	R0.00	R0.00

SCHEDULE E6 - LABOUR COSTS AD-HOC

E6.1	Project Manager	per hour	R1 519.00	R1 610.14	R1 706.75	R1 809.16	R1 917.71	R2 032.77
E6.2	SME (Subject Matter Expert)	per hour	R1 519.00	R1 610.14	R1 706.75	R1 809.16	R1 917.71	R2 032.77

C.5 SPECIFICATION(S)

The City will license the Microsoft Defender XR anti-malware solution as part of the City's Productivity project. This functionality is included in the Microsoft 365 E5 licensing.

Schedule D - Cloud Access Service Broker

Background and Requirements

The City will license the Microsoft Cloud Access Service Broker and related Cloud Security solution as part of the City's Productivity project. This functionality is included in the Microsoft 365 E5 licensing.

Schedule E - Security assessment services

From time to time the City of Cape Town undertakes an independent security assessment or penetration test of application services. This to ensure that the City's ICT infrastructure has been securely configured. These assessments are primarily performed from the Internet with skilled credible service providers.

Currently the City does perform automated security assessments of Internet application services using a vulnerability management tool. The intention is for the successful service providers to demonstrate that they possess the necessary skills and experience to perform an in depth security assessment, over and above automated tools.

Security assessments must cover a comprehensive evaluation of the City's network, systems, applications, and infrastructure. The purpose is to identify potential vulnerabilities that could be exploited by malicious actors, simulate real-world attack scenarios, and provide actionable recommendations to enhance security posture.

Service providers must possess the necessary skills and experience to perform security assessments for SAP Portal, Microsoft SharePoint, and Microsoft Active Directory, and other systems where required by the City.

The City uses Microsoft SharePoint, Internet Information Services, Apache HTTP servers as well as custom developed applications.

[illegible]	[illegible]	[illegible]	[illegible]
Security assessment service – Web application project	• Assessments of City's Internet website, which is SharePoint based o www.capetown.gov.za – 1 web application o Web1.capetown.gov.za – 35 web applications o Ctcs.capetown.gov.za – 14 web applications • Authentication and authorization mechanisms • User access controls and permissions • Data protection and confidentiality measures • Configuration settings and access controls • Integration with other systems and services • Third-party add-ons and customizations • Network communication and data transmission security	Yes	Please see Section 7 and page 11 of our proposal
Security assessment service – Microsoft Active Directory	• Active Directory 2022 and later • User and group management • Authentication mechanisms (e.g., LDAP, Kerberos) • Password policies and controls • Access controls and permissions • Active Directory configurations	Yes	Please see Section 7 and page 11 of our proposal

[redacted]

[illegible]	[illegible]	[illegible]	[illegible]
	• Trust relationships with other domains • Group Policy configurations • Security auditing and event logging		

Security assessment service – Microsoft 365	• Identity and Access Management
	  o Multi-Factor Authentication (MFA): Ensure MFA is enabled for all users, especially for admins and sensitive roles.
	  o Conditional Access Policies: Review policies to control access based on conditions (e.g., location, device compliance).
	  o Identity Protection: Assess the implementation of risk-based conditional access policies and identity protection mechanisms.
	• User and Admin Roles
	  o Role Assignment: Review the assignment of admin roles to ensure least privilege principles are applied.
	  o Guest Access: Evaluate how guest access is managed and what permissions guests have.
	• Data Protection
	  o Data Loss Prevention (DLP): Assess DLP policies to protect sensitive information
	  o Encryption: Ensure data is encrypted at rest and in transit, and review encryption settings for sensitive data.
	  o Retention Policies: Check retention and deletion policies for compliance with organizational policies and regulations.
	• Threat Protection
	  o Microsoft Defender for Office 365: Evaluate settings and policies for threat protection, including anti-phishing, anti-spam, and anti-malware.
	  o Safe Links and Safe Attachments: Ensure these features are enabled to protect users from malicious links and attachments.
	• Audit and Compliance
	  o Audit Logs: Verify that audit logging is enabled and logs are regularly reviewed for unusual activity.
	  o Compliance Manager: Utilize the Compliance Manager tool to assess compliance with regulatory standards (GDPR, HIPAA, etc.).
	• Endpoint Security
	  o Microsoft Endpoint Manager (Intune): Assess the implementation of device management and compliance policies.
	  o Security Baselines: Ensure security baselines are applied to devices and regularly updated.
	• Application Security
		Yes	Please see Section 7 and page 11 of our proposal

[redacted]

[redacted]			
	o App Permissions: Review and manage third-party app permissions granted to access data in the tenant. o Microsoft Teams Security: Evaluate security settings in Microsoft Teams, including guest access and meeting policies. • Monitoring and Reporting o Security Reports: review security reports provided by Microsoft 365 to identify trends or issues. o Third-Party Monitoring: Consider implementing additional monitoring solutions for enhanced visibility.		Please see Section 7 and page 11 of our proposal
Security assessment service – SAP Services	• City E-Services external Portal for citizens • User authentication and authorization • Role-based access controls (RBAC) • Configuration settings and access controls • Single Sign-On (SSO) mechanisms • Web application security (e.g., input validation, session management) • Integration with other SAP systems and external services • Data protection and confidentiality measures • Network communication and data transmission security • Includes related infrastructure and applications o saprouter.capetown.gov.za o https://eservices.capetown.gov.za o https://eservices1.capetown.gov.za o https://orchestrationhub.capetown.gov.za o sftp.capetown.gov.za	Yes	Please see Section 7 and page 11 of our proposal
Security assessment service – API's	• Authentication and authorization mechanisms • Input validation and parameter sanitization • Secure communication protocols (e.g., HTTPS, TLS) • Rate limiting and throttling • Audit and logging mechanisms • Error handling and exception management • Data encryption and confidentiality measures • Secure storage of sensitive information	Yes	Please see Section 7 and page 11 of our proposal
Testing Methodology	Reconnaissance: • Gathering information about the target systems and services • Identifying potential attack vectors and entry points • Profiling users and groups associated with the services	Yes	Please see Section 7 and page 11 of our proposal

[redacted]

[illegible]	[illegible]	[illegible]	[illegible]
Testing Methodology	Vulnerability Scanning: • Conducting automated vulnerability scans to identify known weaknesses • Identifying misconfigurations and outdated software versions • Assessing compliance with security best practices • Utilise authenticated and unauthenticated scans	yes	Please see Section 7 and page 11 of our proposal
Testing Methodology	Exploitation: • Attempting to exploit discovered vulnerabilities • Simulating real-world attack scenarios • Testing the effectiveness of security controls and countermeasures	Yes	Please see Section 7 and page 11 of our proposal
Testing Methodology	Post-Exploitation: • Assessing the impact of successful exploits • Privilege escalation attempts • Data exfiltration and manipulation tests • Evaluating the resilience of the systems and services	Yes	Please see Section 7 and page 11 of our proposal
Reporting	Presentation to management and technical staff of draft report • Review draft report with City SME's to confirm findings and severity • Adjust report based upon feedback and evidence • Present in person at the City of Cape Town office or virtually Penetration Testing Report: • Detailed findings and vulnerabilities identified • Severity ratings and risk prioritization • Recommendations for remediation and risk mitigation • Actionable steps to enhance security controls Executive Summary: • High-level overview of the assessment findings • Key vulnerabilities and risks highlighted • Recommended strategic security measures Technical Documentation: • Detailed technical information on discovered vulnerabilities • Step-by-step exploit scenarios (where applicable)	Yes	Please see Section 7 and page 11 of our proposal as well as the included report example

[redacted]

[illegible]	[illegible]	[illegible]	[illegible]
Skills and certifications	Relevant certifications. Examples only listed below. Others may apply. • Certified Information Systems Security Professional • Certified Ethical Hacker • Offensive Security Certified Professional • GIAC Web Application Penetration Tester • CREST Certified Simulated Attack Specialist • CREST Certified Infrastructure Tester • CREST Certified Web Application Tester • CREST Registered Tester • CREST Certified Tester	Yes	Please see section 8 of our proposal

[redacted]

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

OHAS note: The tender specification must include a section that deals with occupational health and safety and which must specifically indicate any risks/dangers in respect of the goods or services to be procured, to enable tenderers to formulate an appropriate health and safety plan to submit upon request to do so.

The specification shall not contain any provisions which contradict or are already contained in the GCC and SCC.

TRADE NAMES OR PROPRIETARY PRODUCTS

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

EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the Supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSIRA). Proof of such registration must be made available to the CCT or its agent, upon request.

FORMS FOR CONTRACT ADMINISTRATION

The Supplier shall complete, sign and submit with each invoice, the following:

a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of <u>all</u> labour (including that of sub-contractors) that are South African citizens earning less than **[R 0.00]** per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

[redacted]

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 City of Cape Town. 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 Sotuh 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

[redacted]

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 Servces including any temporary services that may be required.

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

3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.

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

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

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

3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.

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

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

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

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

3.6 The Purchaser shall:

3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

[redacted]

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 in regard to the agreement and need not obtain the Supplier's permission to copy it for such use. Where copyright is vested in the Purchaser, the Supplier shall not be liable in any way for the use of any of the information other than as originally intended in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, arising from the use of such documentation for other purposes.

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

5.6 Publicity and publication
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 Intellectual Property

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

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

5.8.3 The Supplier shall, and warrants that it shall:

5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

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

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

[redacted]

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 Clasue 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 **<u>Protection of Personal Information Act of 2013</u>**

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

5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exits therein);

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **<u>PERFORMANCE MONITORING</u>**

5.10.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of

[redacted]

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. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

8.2 If it is a bid condition that Goods and/or Services to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder 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 licenced 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.

[redacted]

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

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 tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
NOT APPLICABLE	

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,

[redacted]

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 Prices are firm and not subject to adjustment

18. Contract Amendments

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

<u>18. Contract Amendments and Variations</u>

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 as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of 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 or not the Supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the Purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the Supplier and the Purchaser, additional time only (no costs) will be granted.

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

21.3 No provision in 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

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

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. (add penalties from 41 below)

22.3 Refer to clause 40 – Service Penalty and Clause 41 – Service Penalty Calculation

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 social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; or
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), 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.

[redacted]

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 City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of Liability

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

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

a) hand delivered – on the day delivery of delivery or the next Working Day,
b) sent by registered mail – five (5) Working Days after mailing,
c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is [redacted]

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

[redacted]

delay in the processing of payments.

37. Contract Performance Criteria

37.1 The supplier shall adhere to the below Service Level Framework:

37.2 Roles and Responsibilities

The Supplier

Party	Functional Role	Service Responsibility
Service Provider	Maintain guaranteed service levels and service assurance	Logging and tracking of contractual incidents for all problems from receipt of issue from City to resolution.
Service Provider	Performance Management Report	Monthly reports to the City
Service Provider	Contractual Incident Report	Monthly reports to the City
Service Provider	Supply and delivery of goods	Supply and deliver of equipment within a period of six weeks from date of purchase order received from City
Service Provider	SLA measurement	Calculation of any Service Credits if due
Service Provider	Adherence to all change control, maintenance and emergency procedures	Communication with City contacts only
Service Provider	Support and maintenance	Provide support and maintenance services from receipt of logged call from City This includes managing escalation procedures to the vendor support centre
Service Provider	Solution Design	Drafting of solution designs, scenarios and associated quotations in order to meet the information security requirements of the City

City of Cape Town

Party	Functional Role	Service Responsibility
City of Cape Town IS & T department	Request for solutions	Clearly defined requirements
City of Cape Town IS & T department	Generate purchase order	Supply orders with official City order number, delivery address and contact person
City of Cape Town IS & T department	Taking receipt of goods, and support and maintenance certificates	Sign invoices or delivery notes on delivery of orders
City of Cape Town IS & T department	Fault notification	Log support calls with supplier with relevant details
City of Cape Town IS & T department	SLA measurement	Measure and /or audit the measurement of delivery schedule, arrange Goods Receipt Note (GRN)

[redacted]

Line departments other than IS&T

1. Request quotes from IS&T
2. Raise Purchase Requisition
3. Release Purchase Requisition on SAP
4. On delivery of ordered equipment, sign the Receipt or Delivery note
5. GRN the Purchase Order

2.1 Scope

2.1.1 In-Scope

- Quotations
- Solution design and proposals
- Supply and delivery of services, licenses, goods, and support and maintenance certificates
- Support and maintenance processes with supplier

2.1.2 Out-of-Scope

- Informal telephonic queries

2.2 Description of Services:

- Quotations
- Licensing
- Support and maintenance
- Log calls with vendor
- Management of vendor processes on behalf of the City

Types of equipment:

- Appliances - various
- Servers
- On premise
- Cloud

Refer to Pricing Schedules within the tender document, regarding the SLA costs to be provided in order to meet the terms and conditions of the Service Level Agreement measurements as per Schedules listed below.

38 SERVICE LEVEL MEASUREMENTS

38.1 The provision of each Service will be measured by comparing the level at which the actual Services are provided against the level at which the parties agreed that the Services will be provided as set out below;

[redacted]

The method that the parties will use to make this comparison is set out below:

Schedule A: Vulnerability Management (VM)

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of each individual Device	Not defined	--
2.	Service Availability	Uptime of the Vulnerability Management service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1 (critical) Incidents	Less than 8 consecutive hours	3 Grief Points
		Mean Time To Respond (MTTr) – Priority 2 (high) Incidents	Less than 24 consecutive hours	3 Grief points
		Mean Time To Respond (MTTr) – Priority 3 (medium) Incidents	Less than 24 consecutive hours	1 Grief points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Remediate reconfiguration issues within three (3) full Working Days	5 Grief Points
		Maximum Time To Replace ($TTRp^{MAX}$)	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Provided (yes / no) Assessed monthly by random check Note: non-availability of technical support may result in Device and/or Service Unavailability, and will be penalised consequently	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--

[redacted]

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten (10) full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	2 Grief Points
		Equipment Delivery process followed as specified	Specified items delivered – not defined	–
			Packaging as specified – not defined	--
			Labelling as specified – not defined	–
			Delivery within quoted lead time - not defined	–
			Delivery at the place specified in the Purchase Order – not defined	–
		Fault handling process followed	As specified (yes / no)	3 Grief Points
		Repair or replacement process followed	As specified (yes / no)	3 Grief Points
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Report on an outstanding software updates, security updates and related recommendations	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Monthly report to include five assessments of vulnerability scans as per schedule, to be provided by the City,	Provided within seven (7) full Calendar Days after the last day of each month (yes/no)	1 Grief Point

[redacted]

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
		to ensure appropriate configuration using best practice	Assessed monthly	
8.	Attend Service Review Meetings	Physical or virtual attendance at the Service Review Meeting of the Key Contact Person or designated proxy	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

[redacted]

Schedule B: Data Loss Prevention

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of Devices	Not defined	--
2.	Service Availability	Uptime of the Service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1 (critical) Incidents	Less than 8 consecutive hours	5 Grief Points
		Mean Time To Respond (MTTr) – Priority 2 (high) Incidents	Less than 24 consecutive hours	3 Grief points
		Mean Time To Respond (MTTr) – Priority 3 (medium) Incidents	Less than 24 consecutive hours	1 Grief points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Not defined	--
		Maximum Time To Replace ($TTRp^{MAX}$)	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three (3) full Working Days	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
			Specified items delivered – not defined	--

[redacted]

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
		Equipment Delivery process followed as specified	Packaging as specified (yes / no)	--
			Labelling as specified – not defined	–
			Delivery within quoted lead time – not defined	–
			Delivery at the place specified in the Purchase Order – not defined	–
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include related recommendations in order to improve data loss prevention controls	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person or designated proxy	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

[redacted]

Schedule C: Anti-malware extended detection and response solutions

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of Devices	Not defined	--
2.	Service Availability	Uptime of the Malware Protection service	Not defined	–
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1 (critical) Incidents	Less than 8 consecutive hours	5 Grief Points
		Mean Time To Respond (MTTr) – Priority 2 (high) Incidents	Less than 24 consecutive hours	3 Grief points
		Mean Time To Respond (MTTr) – Priority 3 (medium) Incidents	Less than 24 consecutive hours	1 Grief points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Eight hours	10 Grief Points
		Maximum Time To Replace ($TTRp^{MAX}$)	Five full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three full Working Days	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	–
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
			Specified items delivered – not defined	–

[redacted]

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
		Equipment Delivery process followed as specified	Packaging as specified (yes / no)	–
			Labelling as specified – not defined	–
			Delivery within quoted lead time – not defined	–
			Delivery at the place specified in the Purchase Order – not defined	–
		Fault handling process followed	Not defined	–
		Repair or replacement process followed	Not defined	–
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include related recommendations in order to improve anti-malware controls	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person or designated proxy	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

[redacted]

Schedule D: Cloud Access Service Broker (CASB)

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of CASB devices	Not defined	--
2.	Service Availability	Uptime of the CASB service	Not defined	–
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1 (critical) Incidents	Less than 8 consecutive hours	5 Grief Points
		Mean Time To Respond (MTTr) – Priority 2 (high) Incidents	Less than 24 consecutive hours	3 Grief points
		Mean Time To Respond (MTTr) – Priority 3 (medium) Incidents	Less than 24 consecutive hours	1 Grief points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Not defined	–
		Maximum Time To Replace ($TTRp^{MAX}$)	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three (3) full Working Days	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	–
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten (10) full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point

[redacted]

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
		Equipment Delivery process followed as specified	Specified items delivered – not defined	–
			Packaging as specified (yes / no)	–
			Labelling as specified – not defined	–
			Delivery within quoted lead time – not defined	–
			Delivery at the place specified in the Purchase Order – not defined	–
		Fault handling process followed	Not defined	–
		Repair or replacement process followed	Not defined	–
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include related recommendations in order to improve cloud security controls	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

[redacted]

Schedule E: Security assessment services

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Not applicable	Not defined	--
2.	Service Availability	Not applicable	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – attributed to a security risk assessment	Not defined	--
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Not defined	--
		Maximum Time To Replace ($TTRp^{MAX}$)	Not defined	--
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Not defined	--
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	--
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Not defined	--
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	--
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified (yes / no) - not defined	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--

[redacted]

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
		Fault handling process followed	Not defined	–
		Repair or replacement process followed	Not defined	–
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Not defined	–
		Include details of outstanding security updates, software updates, and any related recommendations		–
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person or designated proxy	Not defined	–

[redacted]

39 FREQUENCY FOR REPORTING COMPLIANCE OF THE SERVICE LEVEL

The Measurement Period will be daily and the Reporting Period will be monthly. Information, such as grief points, termination events and performance statistics against service levels, will be consolidated in the form of a Report and presented at the scheduled monthly meetings. Meetings to be scheduled post award with successful bidder. The supplier will compile a monthly report and deliver the report to the City of Cape Town authorised representative two days prior to the scheduled meeting date.

Communication to be done by the City's delegated Information Technology Manager and authorised representatives from CYBERLINX SECURITY (PTY) LTD (Company).

40 SERVICE PENALTY

40.1 In each case of a failure to satisfy a Service Level, the Supplier will satisfy the applicable Service Level within seven days from date of notification of service level failure.

40.2 In addition, in each case that a Service Level is not complied with, the City shall be entitled (but not obliged) to recover a Service Penalty, calculated in the manner described in the Service Penalty Calculation Section.

41 SERVICE PENALTY CALCULATION

41.1 Each Service Penalty is made up of an accumulation of Grief Points.

41.2 Grief Points are accumulated automatically by the City due to failures by the Supplier to meet Service Levels.

41.3 Grief points shall be allocated for each failure to meet any Service Levels in each calendar month.

41.4 Each block of 15 (fifteen) or more Grief Points that is accumulated by the City in each month will constitute a Service Penalty, which may be claimed by the City. Consistently high monthly Grief Points over several months will be reviewed and consideration given to this constituting a Service Level Terminal Event.

41.5 Before every monthly SLA meeting the Supplier will generate a report with all the details of the non-compliance of the service levels and the grief points that the City is entitled.

41.6 The City may claim a Service Penalty by informing the Supplier at the SLA meeting or in writing that it is claiming the Service Penalty.

41.7 On the first accumulation of a Service Penalty, the penalty which may be claimed will be 5% (five percent) of the Order or Service Fee affected that the City must pay the Supplier in terms of this agreement for the month in which the Grief Points were incurred.

41.8 The penalty will be claimed as a discount in following month's account.

41.9 A 12-month rolling period will commence on the first (1st) day of each month. A 12-month rolling period is defined as the current month and the previous 11 months.

41.10 At the second accumulation of a Service Penalty in any 12-month rolling period, the penalty that may be claimed will be 10% (ten percent) of the Order or Service Fee affected for the month in which the Grief Points were incurred.

41.11 On the third and subsequent occurrence of a Service Penalty in any rolling 12-month period, the penalty that may be claimed will be 15% (fifteen percent) of the Order or Service Fee affected for the month in which the Grief Points were incurred and may constitute a Service Level Termination Event.

42 TERMINATION – GENERAL EVENTS

42.1 Termination for default: See clause 23 of the GCC

[redacted]

42.2 Termination for insolvency: See clause 26 of the GCC

43 NOTICES

43.1 All notices given by any party to any other hereunder shall be given in writing and shall be sent by prepaid registered post, or shall be delivered by hand, to the recipient's *domicilium* for the time being.

43.2 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to him notwithstanding that it was not sent nor delivered to the recipient's chosen *domicilium*.

44 DOMICILIA CITANDI ET EXECUTANDI ADDRESSES

44.1 For all purposes of, and arising in connection with, this Agreement the parties choose as their respective *domicilia citandi et executandi* addresses the above addresses.

44.2 Any party may from time to time change its address for the purpose of this clause to any other address within South Africa upon not less than 10 (ten) days' notice given to the other party to such effect.

45 GENERAL

45.1 This Agreement and the related tender sets out the entire agreement and understanding between the parties in connection with the subject matter hereof and supercedes all prior agreements, if any, between them.

45.2 None of the parties shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

45.3 No addition to, variation or consensual cancellation of this Agreement, shall be of any force or effect unless in writing and signed by or on behalf of all parties.

45.4 No indulgence which any party may grant to the any other shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which might have arisen in the past or which might arise in the future.

45.5 All parties acknowledges that, in entering into this Agreement, they are not relying upon any warranties, representations or undertakings howsoever or to whomsoever made, save and except in so far as same are embodied in this Agreement.

45.6 This Agreement is read together with the General Conditions of Contract and the Special Conditions of Contract as contained in the Tender Document.

46 APPLICABLE LAW

This Agreement shall in all respects be construed in accordance with, and shall be governed by, South African law.

[redacted]

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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.

[redacted]

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

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

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

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

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

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

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

1.14 'GCC' means the General Conditions of Contract.

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

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

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

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

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

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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 bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

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

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 bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

[redacted]

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in

substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

[redacted]

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

[redacted]

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo	*Letterhead of supplier's Insurance Broker*

Date __________________________

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: ***097S/2024/25***

TENDER DESCRIPTION: SUPPLY, SUPPORT, MAINTENANCE OF VULNERABILITY MANAGEMENT, CYBERSECURITY ASSESSMENTS AND SERVICES

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)

[redacted]

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
2 Incomplete / incorrect / illegible forms will not be accepted.
3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9408, email EPWPLR@capetown.gov.za.

Project Details

5 If a field is not applicable insert the letters: NA
6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.
9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied ID copy must accompany this labour report on submission.
10 Was the beneficiary sourced from the City's job seeker database?
11 The contract end date as stated in the beneficiary's employment contract.
12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL / WORK

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR

ACTUAL START DATE (yyyy/mm/dd)	ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)

R

[redacted]

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	

Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0	R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

[redacted]

Annexure C - Pro Forma Performance Security/ Guarantee

NOT APPLICABLE

[redacted]

Approved Financial Institution as at 28 February 2023:

1.1 National Banks
ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)
Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies
American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

[redacted]

Annexure D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

[redacted]

Approved Financial Institution as at 28 February 2023:

1.1 National Banks
ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)
Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies
American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

[redacted]

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

NOT APPLICABLE

[redacted]