



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

**SUPPLY, INSTALL AND MAINTAIN TELECOMMUNICATION
MANAGEMENT SYSTEMS FOR THE CITY OF CAPE TOWN**

MADE AND ENTERED INTO BETWEEN

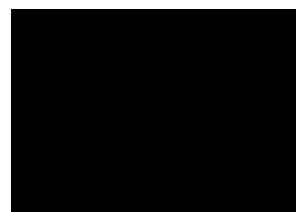
CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

DIMENSION DATA (PTY) LTD



Contract No: 225S/2022/23



PREAMBLE

WHEREAS Tender 225S/2022/23 was awarded to **Dimension Data (Pty) Ltd** as the main supplier in line with the Supply Chain Management- Bid Adjudication Committee resolution **SCMB 50/10/23** dated **16 October 2023**, for the **SUPPLY, INSTALL AND MAINTAIN TELECOMMUNICATION MANAGEMENT SYSTEMS FOR THE CITY OF CAPE TOWN** from date of commencement of contract, not prior to 1 July 2024 until 30 June 2029.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the National Treasury – Conditions of Contract (revised July 2010), General Conditions of Contract for the Supply of Goods and/or services and Services, ("**GCC**"), read with the Special Conditions of Contract ("**SCC**") annexed hereto marked "**PART 2: SPECIAL CONDITIONS OF CONTRACT**".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **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 **The City Manager and/or his nominee** duly authorised hereto;
- 1.2. **Dimension Data (Pty) Ltd**, a private company duly registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] (the **Supplier**), herein represented by [REDACTED] in his/her capacity as [REDACTED]
[REDACTED]

hereinafter, each a "Party" and together the "Parties".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
 - 2.1.1. first, the terms and conditions of the SCC;
 - 2.1.2. second, the terms and conditions of the GCC;
 - 2.1.3. third, Parts and Annexures to this Contract; and

2.1.4. fourth, any other documents incorporated by reference.

2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

3.1. The Purchaser hereby appoints the Supplier to perform the goods and/or services for the Purchaser from the Commencement Date.

3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on **from the commencement date, not prior to 1 July 2024 until 30 June 2029**

4. MUTUAL GOOD FAITH / CO-OPERATION

4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.

4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE PURCHASER

5.1. The Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the Specifications (**PART 4: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.

5.2. The Purchaser shall monitor and evaluate the Supplier's performance in respect of the Specifications.

6. OBLIGATIONS OF THE SUPPLIER

6.1. The Supplier hereby agrees and undertakes to perform the Goods and/or Services to the Purchaser as set out in Specifications (**PART 4: SPECIFICATIONS**).

6.2. The Supplier will perform the goods and/or services as expeditiously as possible and furthermore agrees and undertakes to perform the goods and/or services in accordance with the operational requirements of the Purchaser.

- 6.3. The Supplier will ensure that the goods and/or services will be of a satisfactory quality and fit for purpose.
- 6.4. The Supplier shall, ensure that its employees, agents, representatives, sub-Suppliers and suppliers comply with this Contract and all applicable Laws in the execution of the goods and/or services.
- 6.5. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Purchaser's reputation and goodwill.

7. PRICING SCHEDULE

- 7.1. The Contract Price for the goods and/or services shall be as set out in the Pricing Schedule.
- 7.2. The Supplier shall not be entitled to any other consideration for the rendering of the goods and/or services other than as provided for in this Contract.

DETAILS OF SUPPLIER

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☒ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust

☐ Other:

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

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

FORM OF OFFER AND ACCEPTANCE

(4) FORM OF OFFER AND ACCEPTANCE

**TENDER NO: 221S/2022/23 – SUPPLY, INSTALL AND MAINTAIN
TELECOMMUNICATION MANAGEMENT SYSTEMS FOR THE CITY OF CAPE TOWN**

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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]
Print name(s):

On behalf of the tenderer (duly authorised)

25 January 2023

Date

PART 1 : AGREEMENTS

TENDER NO: 225S/2022/23

**TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTAIN TELECOMMUNICATION
MANAGEMENT SYSTEMS FOR THE CITY OF CAPE TOWN**

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

By signing this part of this form of offer and acceptance, the purchaser identified below accepts the supplier's offer. In consideration thereof, the purchaser 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 purchaser and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Clause 1 to 7, and the sub-clauses, cited in pages 1 to 4 above
- Part 1: Agreements
- Part 2: Special Conditions of Contract
- Part 3: General Conditions of Contract
- Part 4: Specifications
- Part 5: Pricing Schedule
- Part 6: Occupational Health and Safety Agreement
- Part 7: Contract Price Adjustment (CPA)
- Part 8: Information Provided by Supplier

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of commencement, not prior to 1 July 2024 until 30 June 2029.

**TENDER NO: 225S/2022/23 - SUPPLY, INSTALL AND MAINTAIN TELECOMMUNICATION
MANAGEMENT SYSTEMS FOR THE CITY OF CAPE TOWN**

The Parties	Purchaser	Supplier
Business Name	CITY OF CAPE TOWN	DIMENSION DATA (PTY) LTD
Business Registration	Not applicable	
Tax number (VAT)		
Physical Address	Civic Centre 12 Hertzog Boulevard Cape Town 8000	
Accepted contract sum including tax	As Per PART 5, below	
Accepted contract duration	Date of commencement, not prior to 1 July 2024 until 30 June 2029	
Signed – who by signature hereto warrants authority	The City Manager and/or his nominee	
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (Continued)

TENDER NO: 225S/2022/23 - SUPPLY, INSTALL AND MAINTAIN TELECOMMUNICATION MANAGEMENT SYSTEMS FOR THE CITY OF CAPE TOWN

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

Notes:

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

1 Subject **NONE**

Details **NONE**

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

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

PART 2: SPECIAL CONDITIONS OF CONTRACT

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

a) **1. Definitions**

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and/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, **save that 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 that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

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

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

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

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

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

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 and/or services 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 and/or services during the warranty period

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

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

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

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

3.6 The **purchaser** shall:

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

3.6.2 Make payment to the **supplier** for the goods and/or services as set out herein.

3.6.3 Take possession of the goods and/or services upon delivery by the supplier.

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

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

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

3.6.7 Inspect the goods 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 contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

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

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the 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 contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the Purchaser Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and suppliers comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;
- unless the Purchaser expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The supplier represents and warrants to the Purchaser that, in providing goods and/or services, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the 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 In the event that the contract is cancelled, 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.

7. Performance Security (not applicable)

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or suppliers shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization 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 and/or services shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods and/or services shall be the date as stated on the order. Orders for the supply and delivery of goods and/or services may be raised up until the expiry of a framework agreement bid, provided that the goods and/or services can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods and/or services, 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 acceptance of the goods and/or services.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
 - d) Professional indemnity insurance providing cover in an amount of not less than R5 million in

respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **twelve (12) months** after the goods and/or services have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

- 17.4 The prices for the goods and/or services delivered and services performed shall be subject to contract

price adjustment and the conditions : Refer to Schedule 8 Contract Price Adjustment and/or Rate of Exchange Variation of tender document

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**"

(column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by CCT's main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of the contract the supplier or its sub-suppliers 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 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's

notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

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

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

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

22. Penalties

- b) *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 the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be:

Where there is a system fault/break and a request is received from a City representative, the service provider will be required to recover the service as per timelines of the severity impact as per tables indicated below. Failing which will apply a penalty of 2% of the labour rate of the purchase order for that particular incident for that month. This penalty will apply to each awarded category. It will be applied as follows: The City expects the service provider to supply a quote within 7-working days from the date of request, failure to provide a quote the City reserves the right to issue a request to the standby service provider.

When the order is placed, the service provider must supply ordered software licences within 30-business days from the date of the receipt of a purchase order failing which the city will apply a penalty as stated below.

In the event that the actual delivery for goods and/or services ordered in terms of this tender exceeds the contracted delivery period, a penalty of 0.5% per week of the value of the P/O will be imposed. No such penalties shall exceed 10% of the value of the P/O concerned.

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

23. Termination for default

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

c) 23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person whose identity shall be agreed to between the Parties within fourteen (14) days, failing which the referring party will be entitled to approach the Chairperson of the Cape Bar for a recommendation of a mediator experienced in the subject matter of the dispute, to act as the mediator. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-suppliers 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 suppliers or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the City of Cape Town is [REDACTED]

d) ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

- 35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required

in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

36. Protection of Personal Information

- 36.1 The Supplier acknowledges that, for the purposes of the service level agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 36.2 The Supplier agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and/or services and to perform their obligations in terms of the service level agreement.
- 36.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its suppliers or other authorised individuals comes into contact with in relation to the service level agreement.
- 36.4 The Supplier agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorized person.
- 36.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.
- 36.6 The Supplier hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the Supplier's (and/or its employees', agents' and sub-suppliers') non-compliance with applicable data protection laws and/or other legislation.
- 36.7 The Supplier agrees that CCT may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

37. Supply of Equipment and Service Delivery Obligations

- 37.1 The service provider must provide an Original Equipment Manufacturer (OEM) certified engineer for the duration of the contract.
- 37.2 The engineer must be available when requested by the City either during working or after hours to perform work as per the specifications.
- 37.3 The service provider must be able to render OEM support when required.
- 37.4 The service provider should maintain their OEM authorization/reseller agreement for the duration of the contract. The service provider shall provide proof when requested by the City. Failure to do so shall result in breach of contract.

38. Performance Level Requirements (PLR)

- 38.1 When a service has been requested, the service provider must provide support services, for example, during a critical system failure, an engineer must be available to provide technical and/or OEM support when required by the city.

The service provider must provide a platform or means for the City to receive OEM support when required.

38.2 Service Level requirements

In a situation where technical and/or OEM support will be required by the City, the service provider must

adhere to the metrics indicated in tables below. The service provider must provide a platform or means for the City to receive technical and/or OEM support when required. The following service level requirements apply to the relevant category as indicated.

Severity Table for Category A			
Severity	Time to Respond	Time to Restore during business hours	Time to Restore after hours
P1	30 Minutes	2 Hours	Not Applicable
P2	1 Hour	8 Hours	Not Applicable
P3	1 Hour	16 Hours	Not Applicable
P4	24 Hours	5 Working days	Not Applicable

The above response times will not be apply during the period a resolution is dependent on the OEM (i.e. hardware replacement etc).

P1 – Entire system suite or several applications are down
P2 – A system is impaired/down and impacting business

P3 – Issue preventing an system from functioning (i.e. not entire system is down)

P4 – General requests, i.e. configuration changes, provisioning, enhancements, administration

Severity Table for Category B			
Severity	Time to Respond	Time to Restore during business hours	Time to Restore after hours

P1	30 Minutes	1 Hours	1 Hours
P2	1 Hour	4 Hours	6 Hours
P3	1 Hour	8 Hours	10 Hours
P4	24 Hours	5 Working days	Not Applicable

The above response times will not be apply during the period a resolution is dependent on the OEM (i.e. hardware replacement etc).

P1 – Entire system suite or several applications are down
P2 – A system is impaired/down and impacting business

P3 – Issue preventing an system from functioning (i.e. not entire system is down)

P4 – General requests, i.e. configuration changes, provisioning, enhancements, administration

Severity Table for Category C			
Severity	Time to Respond	Time to Restore during business hours	Time to Restore after hours
P1	30 Minutes	1 Hours	1 Hours
P2	1 Hour	4 Hours	6 Hours
P3	1 Hour	8 Hours	10 Hours
P4	24 Hours	5 Working days	Not Applicable

The above response times will not be apply during the period a resolution is dependent on the OEM (i.e. hardware replacement etc).

P1 – Entire system suite or several applications are down
P2 – A system is impaired/down and impacting business

P3 – Issue preventing an system from functioning (i.e. not entire system is down)

P4 – General requests, i.e. configuration changes, provisioning, enhancements, administration

Severity Table for Category D			
Severity	Time to Respond	Time to Restore during business hours	Time to Restore after hours
P1	30 Minutes	1 Hours	1 Hours

P2	1 Hour	4 Hours	6 Hours
P3	1 Hour	8 Hours	Not Applicable
P4	24 Hours	5 Working days	Not Applicable

The above response times will not be apply during the period a resolution is dependent on the OEM (i.e. hardware replacement etc).

P1 – System is down

P2 – System is impaired and

impacting businessP3 – System

impaired not impacting business

P4 – General requests, i.e. configuration changes, provisioning, enhancements, administration

39. Review Clause

- 39.1 This Agreement is valid for a period **from date of commencement of contract, not prior to 1 July 2024 until 30 June 2029**. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all goods and/or services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.
- 39.2 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the supplier/supplier on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard.



Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 225S/2022/23

TENDER DESCRIPTION: **SUPPLY, INSTALL AND MAINTAIN TELECOMMUNICATION MANAGEMENT SYSTEMS FOR THE CITY OF CAPE TOWN**

NAME OF SUPPLIER:

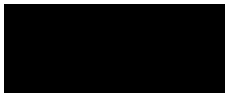
Dimension Data

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

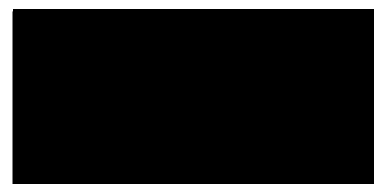
I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed:



For: _____ (Supplier's Insurance Broker)



PART 3: GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance Security

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

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Supplier 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 and/or services 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 and/or services' 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 and/or services 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 and/or services 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 and/or services;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods and/or services;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and/or services;
- (d) performance or supervision of maintenance and/or repair of the supplied goods and/or services, 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 and/or services.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods and/or services, 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 and/or services 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 and/or services 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 and/or services in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods and/or services, 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 and/or services 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 and/or services 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/or services 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 sub Supplier(s) should encounter conditions impeding timely delivery of the goods and/or services and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods and/or services not supplied in conformity with the contract and to return any goods and/or services delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods and/or services 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 and/or services 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 and/or services 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 and/or services 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 and/or services, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods and/or services, 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 Supplier to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Supplier in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods and/or services 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 Supplier(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or Supplier(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 Supplier(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 Supplier(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 Supplier(s) concerned.

PART 4: SPECIFICATIONS

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'

All equivalent products tendered must be able to integrate into the existing environment seamlessly and with no disruption to the working environment with no additional integration costs for the City of Cape Town. All ambiguity must be explained as part of the equivalent product information that must be provided with your tender submission in the respective **category** being responded to under the relevant sub-section in relation to schedule 15 F. Fully explain equivalent solutions. State all assumptions upfront and note that any unconfirmed assumptions that are deemed by the City as being not fit for purpose or infringing the City of Cape Town's interests may render the equivalent solution as non-responsive. All equivalent product must not present a risk to the warrantee conditions of any existing products. Equivalent products offered will be at the cost of the supplier.

4.1 BACKGROUND AND SCOPE

The City of Cape Town telecommunication infrastructure is a sizeable, multi-technology, multi-vendor network infrastructure. The telecommunication infrastructure consists of switches, routers, radios, wireless, voice, firewalls, mobile, fibre, cable, servers, hyper-converge systems and other network equipment. In order for the Telecommunication branch to fulfil its functions of providing a reliable and efficient service to its customers, it's exceedingly dependent on the planning, accountability, monitoring and reporting of network infrastructure and network services.

Telecoms also provides telecommunication services to the people of Cape Town as well as other branches of government and commercial telecommunications service providers. Central to this is the design, planning, construction and management of the City's Telecommunications Network.

The City of Cape Town thus requires a holistic set of Operations Support Systems (OSS) and Business Support Systems (BSS) that brings together Hyper Converged Infrastructure solution, network performance monitoring, modern network monitoring, fault and event management, non-snmp device management, network traffic monitoring, service management integration, configuration management, specialized network planning and network inventory management tool.

This tender makes provision for management, support, delivery and licensing of the Operation Support Systems and Business Support Systems integrated in the telecommunication infrastructure.

It is envisioned that Operation Support Systems and Business Support Systems hardware, software and licenses will be purchased over the tender period as the need arises and funds are available.

The tender is structure into four categories with Technical Requirements for each section referenced and detailed in the relevant section in this Specification section.

CATEGORIES	Tick Category(ies) bidding for:	
CATEGORY A		SUPPLY, MAINTENANCE AND SUPPORT SERVICES FOR NETWORK INVENTORY MANAGEMENT SYSTEMS.
CATEGORY B		SUPPLY, MAINTENANCE AND SUPPORT SERVICES FOR OPERATION SUPPORT AND BUSINESS SUPPORT SYSTEMS.
CATEGORY C		SUPPLY, MAINTENANCE AND SUPPORT SERVICES FOR CURRENT BUSINESS SUPPORT SYSTEM (CA SERVICE DESK OR EQUIVALENT).
CATEGORY D		SUPPLY, MAINTENANCE AND SUPPORT SERVICES FOR HYPER-CONVERGED NETWORK & STORAGE SOLUTION.

4.2 REQUIREMENTS

4.2.1 Category A - SUPPLY, MAINTENANCE AND SUPPORT SERVICES FOR NETWORK INVENTORY MANAGEMENT SYSTEMS.

(Technical Requirements applicable to Category A)

The Telecommunications Branch is responsible for the provision of telecommunications services to the City of Cape Town, whilst also providing services to other branches of government and commercial telecommunications service providers. Central to this is the design, planning, construction and management of the City's Telecommunications Network.

The design, planning, construction, management and operation of this telecommunications network require the use of a specialized planning and inventory management tool. The Telecommunications Branch makes use of such a tool, which is called "GE Smallworld Core" (or simply "Smallworld"). Smallworld Core is the foundation product, providing key capabilities for business solutions. Its geospatial data management capabilities are designed for deployment throughout distributed organizations, reaching all users who need to access and maintain the network asset inventory. Its database is highly scalable to handle very large networks while also modelling the detailed connectivity necessary for its advanced applications. The CoCT uses various Network Modelling functions that are provided by this tool. These modelling functions and there are:

- a. **Logical Network Inventory (LNI)** provides tools to configure, capture and manage the complex elements that govern the real life behavior and capabilities of the network. This includes the logical infrastructure of the network and also the rules that control the operation of the network – both from a technical and business perspective. In particular, Logical Network Inventory provides:
 - The ability to define the network structures, including locations, network elements and providers including facilities, rings and subnetworks.
 - Recording of the logical services riding on the underlying structures.
 - Configuration and capability rules to support network operations.
 - Circuit routing rules for achieving service level requirements.
 - A flexible channel hierarchy, supporting both synchronous and asynchronous technologies.
 - Life cycle management for operational state transitions and validation.
 - Ability to define and implement complex protection and diversity schemes.

- b. **Physical Network Inventory (PNI)** offers a complete and accurate representation of the physical network, from the switch to the customer. By integrating inside and outside plant data into a single, consolidated database, Physical Network Inventory provides an end-to-end network view that allows the network model to be manipulated and visualized at any level.
- c. **Radio Network Inventory (RNI)** offers a complete and accurate representation of the Radio network. This involves all the tower structures, Antennae material and indoor radio and power equipment.
- d. **Smallworld Network Inventory Gateway (NIG)** provides Internet and Intranet access to the data in the Smallworld Network Inventory database.
- e. **Smallworld Network (Google) Viewer** provides a browser-based interface that is designed to be familiar and intuitive for business users who are not specialists in GIS. It provides a responsive look and feel using familiar web mapping technology, combined with visualization of the network assets and the ability to search the Smallworld held GIS data so that asset information and customer locations can be easily explored through the user interface.
- f. **Physical Route Manager (PRM)** is an extension to the Physical Network Inventory application. PRM allows grouping of any number of physical resources into an easily accessible and manageable entity called Route. Route consists of mutually related elements, such as, fibres, ports, and splices that comprises a connection between two locations. It is basically for planning, auto-routing and resource management of end-to-end physical connections within fiber and copper networks.
- g. **Optical Network Atlas (ONA)** is a module that extends the functionality of applications based on Smallworld Physical Network Inventory with automatic generation of schemes for optical routes. It automatically generates easily printable and legible paper documentation of the optical network fragments needed in development and maintenance. It is for automatic, on-demand generation of fibre network schemes with detailed plans of cables, ODFs and splices.
- h. **Geospatial Analysis (GSA)** is a module that provides visualization, analysis and reporting tools on all network infrastructure assets within the Smallworld Network Inventory database.
- i. **Mobile Enterprise: Network Update** is a mobile platform field staff use to view the Smallworld Network Inventory database and capture any changes needed to the database whilst out in the field.

Specifications for Network Inventory Management Solutions

The City of Cape Town ("the City") owns and operates a telecommunications network that is constantly being expanded and enhanced. The quality of this network requires accurate and detailed design, planning, construction, management and operation of the network facilities thus the use of a specialised planning and inventory management tool is vital.

The detailed planning and management of these network elements is critical to the viability of the City's corporate network, and the networks of other government entities and commercial operators. The City therefore wishes to contract with a suitably qualified company to provide licenses (refer to Table 1) for this tool (GE Smallworld OR EQUIVALENT). The tender is for the provision of:

- Licenses as indicated in the below table
- First Line Support for the tool
- Professional Services to add functionality through further integration of the tool application set as required

Table 1: Technical Requirements (Licences) for the Network Inventory Management System Software

Description
GE SmallWorld LNI
GE SmallWorld Google Viewer
GE SmallWorld Radio Network Inventory
GE SmallWorld Integration with Fibre Monitoring Tool
GE SmallWorld Field Planning Data Capture Tool
GE SmallWorld SAP Integration for Billing
DBA & System Administration
Smallworld Network Inventory: Physical Network Inventory (All PNI modules and SOM Pack included)
Network Inventory Gateway: Physical Browser Mark-up
Optical Network Atlas for PNI
Geo Spatial Analysis: Professional
Geo Spatial Analysis: Standard
Physical Route Manager for PNI
SmallWorld SOM, ER Mapper ECW
SmallWorld SOM, MrSID
FME SmallWorld Edition Single User
SmallWorld Network Inventory: Base
SmallWorld Network Inventory: Base (Developer)
Physical Network Inventory: Fibre

Description
Physical Network Inventory: Inside Plant
Physical Network Inventory: Job Manager
Network Inventory Gateway: Physical Browser
Mobile Enterprise: Network Update – Perpetual Concurrent User
License Support for Mobile Enterprise: Network Update
Mobile Enterprise: PNI Web Perpetual Concurrent User
License Support for Mobile Enterprise: PNI Web

Description for Network Inventory Management System

Network Planning

In telecommunications environment planners need to understand the detail of the underground and overhead network facilities (such as Electricity Power lines, fibre routes etc.) and their relationship with planned construction, other operated networks and public works to plan maintenance and network extensions.

SmallWorld Core models and represents the network in different spatial views, representing geographic, underground networks and assets within buildings, together with annotations of the existing and planned network in a single environment.

Network Design

Spatial information from different sources are combined with the current network in a design environment where network designers lay out a number of solutions to a new service or maintenance work request. SmallWorld provides a geospatial-based design environment to manage the proposed network changes. Cost information for the proposed network changes are used as part of the design approval within the spatial environment and this information shared with Enterprise Asset Management systems.

Network Build

To support construction teams building the network, accurate engineering maps of the planned facilities need to be provided as part of the job packs issued to work teams. These maps are provided as paper or electronic documents sent to field teams. SmallWorld Core provides the annotated paper and electronic drawings required.

Post construction, as-built information returned to the organization is stored to accurately document the network as it has been constructed. SmallWorld Core's quality management tools combined with manual or electronic updates submitted to the network inventory facilitate an up-to-date and consistent source of network data.

Network Operations

To support the go live switching of the network build, the planned view of the network model needs is passed to other operational systems as a connected network model with geographic and schematic views. Additionally, some self-service applications are delivered from the enterprise through the Internet to suppliers and customers via SmallWorld web technology

Network Maintenance

To understand and manage the impact of network maintenance on customers, an intelligent network model of the as-built network is used. The Smallworld Core platform provides the full geospatial support for network maintenance needs: Smallworld Geospatial Analysis provides intelligent network modelling, presentation and analysis, and Smallworld Business Integrator provides seamless integration with enterprise work management systems

4.2.2 Category B: SUPPLY, MAINTENANCE AND SUPPORT SERVICES FOR OPERATION SUPPORT AND BUSINESS SUPPORT SYSTEMS.

(Technical Requirements applicable to Category B)

Operation Support Systems and Business Support Systems

In order for the Telecommunications Branch to fulfil its function of providing a reliable service, it is highly dependent on its Operation Support Systems and Business Support Systems. The City thus requires a central management platform that brings together network performance monitoring, modern network monitoring, fault and event management, non-snmp device management, network traffic monitoring and service management integration to make sure that the required level of uptime is satisfied. To perform the above function, the City currently utilizes "Broadcom DX NetOps Suite" systems for network infrastructure and IT service management integration with the following specifications:

- Fault and Event Management: focuses on detecting, isolating, root caused and impact analysis, event correlation, event management, alerting and resolving problems
- Network Performance Management: focuses on trend analysis, capacity management, SLA reporting, Ad hoc reporting and threshold alerting
- Non-SNMP device management : capable of reporting, storing events and alerting on non-managed devices in the City's infrastructure
- Network Traffic Management: provides network traffic analysis, composition of traffic on every link and provides troubleshooting capabilities.
- Modern Network Management: provides capabilities of monitoring software define network as well hybrid cloud architectures.
- Network Configuration Management: focuses on capturing and storing network device configurations, configuration changes and network policy management.
- The operation support systems is required to have a unified, integrated or portal view across all systems.
- Dashboard capabilities

- Tenant capabilities
- Systems to be vendor agnostic as City's Infrastructure consist of multi-vendor multi-technologies
- Single Sign-On capabilities
- Email and SMS integration
- IT Service Management integration
- WDM and DWDM monitoring Integration
- Network topology views in a unified, integrated or portal view
- Reporting sever integrated into Operational Support Systems
- Adhoc Reporting capabilities
- VPN monitoring capabilities
- API/REST capabilities

INTEROPERABILITY

The OSS/BSS offered by the Supplier must be compatible/interoperable with the common IT Service Management solutions (currently CA Service Desk Management). This is integral to SLA management of various branches of City of Cape Town and its customers.

4.2.3 Category C: SUPPLY, MAINTENANCE AND SUPPORT SERVICES FOR CURRENT BUSINESS SUPPORT SYSTEM (CA SERVICE DESK OR EQUIVALENT).

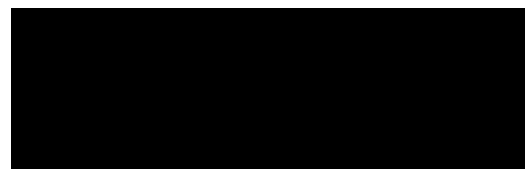
(Technical Requirements applicable to Category C)

In order for the TBS branch to fulfil its function of providing a reliable service, it is highly dependent on its IT service management toolsets to deliver timely services to customers, both internal and external to City of Cape Town organization. These modules include

Incident Management,
 Problem Management,
 Request Management,
 Change Management,
 Asset Management,
 Knowledge Management,
 Service Catalogue,
 Reporting,
 SLA Management and
 Service Desk.

INTEROPERABILITY

The OSS/BSS offered by the Supplier has to be fully compatible/interoperable with common Fault Management Systems (currently



Broadcom DX NetOps Spectrum). This is integral to SLA management, Incident and Problem Management of various branches of City of Cape Town and its customers.

DURATION

The Category will be awarded for a period of 18months and will be terminated once the City of Cape Town ITSM solution is fully integrated into the Telecommunications Fault Management System (currently Broadcom DX NetOps Spectrum).

4.2.4 Category D: SUPPLY, MAINTENANCE AND SUPPORT SERVICES FOR HYPER-CONVERGED NETWORK & STORAGE SOLUTION.

(Technical Requirements applicable to Category D)

Hyper-Converged Network & Storage Solution

The City of Cape Town continuously expands its broadband network to further reach its strategic objectives. As the network grows, so is its complexity and therefore the requirement of a supporting Hyper-Converged Network Storage Solution. The Telecommunication Branch is currently utilizing “HPE SimpliVity” as a Hyper-Converged Network & Storage solution. The Telecommunications Branch wants to make use of a solution with the following technical specifications:

Hyper Converged Infrastructure solution that includes:

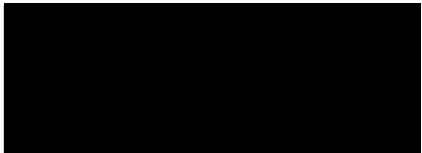
- Servers
- Data Storage
- Virtualisation Hypervisor
- Accelerated Data Efficiency
- Integrated Backup and Replication
- IO Acceleration
- WAN Optimisation
- Networking Equipment
- Server rack and Software to manage and orchestrate the virtual infrastructure in one single scalable computing platform.

The Hyper Converged Infrastructure Support and Maintenance must be provided by a single OEM for the duration of the tender and must provide standby support. All hardware and software must be covered with at least 3 years’ vendor support and warranty. The Hyper Converged Infrastructure solution must be pre- configured, pre-loaded, pre-tested, and fully optimised IT stack, delivered as a fully assembled and supported system.

The Hyper Converged Infrastructure solution must be capable of horizontal scaling by adding, moving and removing nodes on-the-fly. The Hyper Converged Infrastructure solution must include a unified management user interface to manage the Compute, Storage, Backup, Replication and Networking that is integrated with the proposed Hypervisor solution’s management platform. This management interface must be accessible through a web-based GUI and must support API integration to expose monitoring and provisioning information and tasks via a REST interface. The Hyper Converged Infrastructure Solution must support Solid State Hard Drives (SSDs).

The Hyper Converged Infrastructure Solution must support a globally-aware file system with data optimization techniques that enables a coordinated collection of scalable compute and storage resource pools across multiple sites, and provides highly-efficient data storage, management, and mobility.

The proposed Hyper Converged Infrastructure solution should leverage a combination of RAID and RAIN technologies to protect



data and ensure data resiliency.

Thin Provisioning: Must be able to create volumes with on-demand thin provisioning to improve storage efficiency and setup time

Inline Deduplication AND compression: Must support the inline deduplication and compression of all data, in real-time across memory and Solid State Disk Hard Drives. This data optimization should be hardware accelerated by means of a PCI accelerator card to guarantee application performance.

The solution must include built-in VM (virtual machine)-centric data protection functionality, eliminating the need for purpose-built backup and recovery products. The integrated backup solution should support the backup and recovery of VM's in seconds or minutes.

(Technical Requirements applicable to Category A, B, C and D)

4.3 DOCUMENTATION

- 4.3.1 Suppliers shall supply a system operational booklet in hard or softcopy, providing as a guide to all the features and operation upon request from the City of Cape Town.
- 4.3.2 The supplier shall provide service manuals, pertinent to each Service or System offered upon request from the City of Cape Town. The service manuals must depict all hardware and software features as well as a detailed manual on configuration.
- 4.3.3 The above documentation is required to enable the City of Cape Town to undertake a full installation as well as future 1st and 2nd line repairs and maintenance on the Services and Systems offered.
- 4.3.4 The Supplier must provide a letter or written confirmation in **Schedule 15 A** of their authorization from the OEM/Distributor to provide Systems or Services offered in Schedule A, B, C and D.

4.4 LICENSING

- 4.4.1 Supply all OEM software licenses as required by the city.

4.5 TECHNICAL SUPPORT

- 4.5.1 Suppliers shall indicate what support capability is available locally in South Africa to support their products to ensure an effective after sales technical support service. This shall include details of offices, workshop areas, number of administrative staff and especially number of qualified technicians to provide technical support.
- 4.5.2 Suppliers shall supply software patches and other software updates/patches to the OSS/BSS team or relevant team or deploy when requested to do so.
- 4.5.3 Provide OEM support to the City's OSS/BSS or relevant teams in the event of an Incident that either degrades performance of a system or causing it to fail, including OEM support to resolve the failure.
- 4.5.4 Be an interface between the OEM and City engineer/s when an OEM needs to be contacted for support.

4.6 TRAINING

4.6.1 For each type of Operation Support Systems or Business Support Systems offered, the City will when required request the supplier to provide the following training in Cape Town as requested.

4.6.2 Technical and Operational training - the training program may include the following: -

4.6.2.1 First and second level software training to enable technicians to undertake their own maintenance, troubleshooting and resolution of faults.

4.6.2.2 City of Cape Town shall provide the venue of the training session. Training materials shall be borne by the supplier.

4.7 PROJECT MANAGEMENT

4.7.1 Tenders may be required to provide a project manager in the event of major upgrades/patches or system installations, upon request from the City of Cape Town.

4.8 TRADE NAMES OR PROPRIETARY PRODUCTS

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'

4.9 EMPLOYMENT OF SECURITY PERSONNEL

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

4.10 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 14.1**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 14.2**).
- c) Joint Venture Expenditure Report (**Annex 14.3**).

The Monthly Project Labour Report must include details of all labour (including that of sub-suppliers) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

PART 5 : PRICING SCHEDULE

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	SUPPLIER	MARK-UP PERCENTAGE (%)	SUPPLIER RATES PER UNIT IN RANDS (EXCL. VAT)	SUPPLIER RATES PER UNIT IN RANDS (EXCL. VAT)	SUPPLIER RATES PER UNIT IN RANDS (EXCL. VAT)
					YEAR 1	YEAR 2	YEAR 3
D.1	CATEGORY D. SUPPLY, MAINTENANCE AND SUPPORT SERVICES FOR HYPER- CONVERGED NETWORK & STORAGE SOLUTION. - TABLE-D1 - SUPPLY & OEM SUPPORT OF EXISTING HYPER- CONVERGED COMPUTE, NETWORK & STORAGE SOLUTION Mark-Up Percentage for Hyper-Converged Network & Storage Solution Licenses	%	Dimension Data (Pty) Ltd	4.30%			
D.2.1	Table C2 ADHOC SUPPORT SERVICES, OEM SUPPORT & TRAINING Senior Support Engineer	Per Hour	Dimension Data (Pty) Ltd		R 980.00	R 1 049.00	R 1 122.00
D.2.2	Senior Support Engineer	Per Month	Dimension Data (Pty) Ltd		R 141 120.00	R 149 587.00	R 158 562.00
D.2.3	Support Engineer	Per Hour	Dimension Data (Pty) Ltd		R 700.00	R 749.00	R 801.00
D.2.4	Support Engineer	Per Month	Dimension Data (Pty) Ltd		R 89 600.00	R 94 976.00	R 100 675.00
D.2.5	Project Manager	Per Hour	Dimension Data (Pty) Ltd		R 980.00	R 1 049.00	R 1 122.00
D.2.6	Project Manager	Per Month	Dimension Data (Pty) Ltd		R 152 096.00	R 162 743.00	R 174 135.00
D.2.7	Entry level course training (per 1 X engineer)	Per Day	Dimension Data (Pty) Ltd		R 6 720.00	R 7 190.00	R 7 693.00

D.2.8	Support Services for Hyper-Converged Network and Storage Solution (e.g. Product licence upgrade/re-configuration where necessary, or advanced system troubleshooting should the need arise including TAC support)	Per Hour	Dimension Data (Pty) Ltd		R 980.00	R 1 049.00	R 1 122.00
D.2.9	Support Services for Hyper-Converged Network and Storage Solution (e.g. Product licence upgrade/re-configuration where necessary, or advanced system troubleshooting should the need arise including TAC support)	Per Month	Dimension Data (Pty) Ltd		R 141 120.00	R 149 587.00	R 158 562.00
D.2.10	24x7 Standby Technical Support	Per Month	Dimension Data (Pty) Ltd		R 10 520.00	R 11 256.00	R 12 044.00
D.2.11	After-hours Technical Support	Per Hour	Dimension Data (Pty) Ltd		R 1 715.00	R 1 835.00	R 1 963.00

PART 6: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO: 225S/2022/23

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

Dimension Data (Pty) Ltd

(Supplier/Mandatar/Company/CC Name)

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

I, [REDACTED], representing

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

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

COID ACT Registration Number: [REDACTED]

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

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

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

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

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

Signed at [REDACTED] on the [REDACTED] day of [REDACTED] 20[REDACTED]

PART 7: CONTRACT PRICE ADJUSTMENT (CPA)

Pricing Instructions for ADHOC support services, OEM support & training (Table A2, B2, D2):

- 8.1 The Contract Price Adjustment mechanism and/or provisions is compulsory and binding on all suppliers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared nonresponsive.
- 8.4 Suppliers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the supplier offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 All requests for variation in the Contract price shall be submitted in writing as follows:
- **By letter to:** **Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000, or**
 - **by email to:** CPA.Request@capetown.gov.za

prior to the date upon which the price adjustment would become effective.

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

8.7 **Price Adjustment Mechanism:**

- 8.7.1 The Contract Price as per GCC shall remain **Firm** for the first 36 months/year 1 to year 3 (from date of commencement of tender) and no claims for contract price adjustment will be considered for the first 36 months of the contract period subject to the provisions in the price schedule.

- 8.7.2 Subject to 8.7.1. Above, Contract Price Adjustment will be applicable as from commencement of the 37 month of the contract period. Suppliers shall be entitled to claim contract price adjustment as follows:

- **90%** of the tendered price will be subject to adjustment **annually** based on the **average** Consumer Price Index (CPI) as follows:
- **10%** of the tendered price will be **Fixed** and not subject to adjustment for the duration of contract

From start of 37th month to the end of the 48th month: Subject to contract price adjustment in accordance with the **Consumer Price Index . Base month** for the price adjustment shall be two (2) calendar months prior to the 36th month.

From start of 49th month to end of the contract: Subject to the contract price adjustment in accordance with the **Consumer Price Index . Base month** for the price adjustment shall be two (2) calendar months prior to the 48th month.

Requests must be submitted at least two (2) calendar months before municipal financial year end 30th June.

The **average CPI** calculated, the base month to the end month (both included) divided by the number of months.

- 8.7.3 The claim will be based on the **average** between the "base month" and the "end month" e.g.: $7+6+9+6+5+7+9+6+8+7+9+6 = 85$ $(85/12) = 7$ therefore the claim will be 7%.

8.8. Process that will be followed:

- 8.8.1 Supplier must apply for the variation as contract prices will not automatically be adjusted.
- 8.8.2 Suppliers must submit a signed covering letter indicating the item with the new contract price as well as detailed calculations of how the price was determined and submit to CPA.Request@capetown.gov.za
- 8.8.3 Supporting documentation must also be submitted.
- 8.8.4 The City will consider the variation and based on the documentary evidence, the City may approve the variation.
- 8.8.5 Letters authorising the price variation will be communicated to the supplier.
- 8.8.6 All purchase orders from the effective date will be generated at the approved contract price.
- 8.8.7 CPI will be based on figures from Statistics South Africa only. For ease of reference their website details are: <http://beta2.statssa.gov.za/>

Pricing Instructions for supply and support software licenses:

- 8.9 Contract Price Adjustment (CPA) is not applicable to items tendered for within Table 1 (Table A1, B1, C1 and D1).
- 8.10 For each purchase order, a quotation must be submitted by the successful bidder which must be accompanied by an updated Original Software Manufacturer (OSM) recommended price list in order for the City to verify the purchase order price (OSM price plus mark-up/discount if applicable) charged by the successful service provider

PART 8: INFORMATION PROVIDED BY SUPPLIER

All of the aforementioned/supporting information, as submitted/provided by the Supplier for **TENDER 225S/2022/23 - SUPPLY, INSTALL AND MAINTAIN TELECOMMUNICATION MANAGEMENT SYSTEMS FOR THE CITY OF CAPE TOWN** are incorporated into this Memorandum of agreement by the mere reference thereof.