CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

DYNAMIC RECOVERY SERVICES (PTY) LTD

(REGISTRATION NO. [redacted])

[redacted]

PREAMBLE

WHEREAS Tender 265S/2019/20 was awarded to [redacted] ("Supplier" or "[redacted]) on 15 February 2021 in line with resolution SCMB 53/02/21, for the Supply, Support, Maintenance and Services of ICT Security related infrastructure, software, services and licensing for the City of Cape Town for a period commencing from the date of commencement of the contract until 30 June 2025 ("the Tender").

AND WHEREAS in line with resolution SCMB 53/02/21, the conclusion of this Memorandum of Agreement between the City of Cape Town and the Supplier is subject to the conclusion of the process prescribed by section 33 of the Local Government: Municipal Finance Management Act 56 of 2003;

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the Special Conditions of Contract, referring to the National Treasury – General Conditions of Contract (revised July 2010) ("**GCC**"), read with the Contract Specific Data ("**SCC**") as set out in the 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 or his nominee** and duly authorised hereto;

1.2. [redacted], a private company registered in terms of the laws of the Republic of South Africa with registration no: [redacted] (the "**Supplier**" or "[redacted]"),

[redacted]

[redacted]

herein represented by its duly authorised representative, [redacted] in his capacity as [redacted]; each a "**Party**" and together the "**Parties**".

2. INTERPRETATION AND DEFINITIONS

2.1 The headings in this MOA are inserted for reference purpose only and shall in no way govern or effect the interpretation of this MOA nor modify or amplify the terms of this MOA or any clause hereof.

2.2 Unless the context otherwise requires, reference to the singular shall include a reference to the plural, and vice versa, reference to any gender shall a reference to all other genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa.

2.3 Any reference to "the Parties" or "a Party" will mean a reference to the City, the Supplier or both, depending on the context.

2.4 All annexures to this MOA form an integral part hereof and expressions defined in the MOA shall, unless the context otherwise requires, bear the same meaning in such annexures.

2.5 In the event of any conflict between the provisions of this Contract, the GCC and any Annexure 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:

2.5.1 first, the terms and conditions of the SCC;

2.5.2 second, the terms and conditions of the GCC;

2.5.3 third, Annexures and schedules to this Contract; and

[redacted]

2.5.4 fourth, any other documents incorporated by reference.

2.6 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.

2.7 Unless inconsistent with the context, the expressions set forth in this MOA shall bear the following meanings:

2.7.1	**"MOA"**	means this Memorandum of Agreement entered into between the City and the Supplier and shall supersede all agreements previously entered into;
2.7.2	**"the parties"**	means the Parties to this Agreement referred to in clause 1 and "**Party**" shall mean either of them;
2.7.3.	**"the tender"**	Means tender number 265S/2019/20 for the Supply, Support, Maintenance and Services of ICT Security related infrastructure, software, services and licensing for the City of Cape Town;
2.7.4.	**"the Commencement Date"**	Means the signature date;
2.7.5.	**"the completion date'**	Means 30 June 2025; and
2.7.6.	**"Signature Date"**	means the date on which this Agreement is signed by the Party signing last in time.

3 CONTRACT PERIOD

3.1 The Parties agree and record herein that the contract period for the MOA shall commence on the commencement date and terminate on the completion date.

[redacted]

[redacted]

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 the commencement date and will terminate on 30 June 2025.

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 provision of the Goods and the supply of Services as set out in the conditions and specifications of the Tender, and 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 and in accordance with the provisions of this Contract, the GCC and any annexure and/or appendix attached hereto, or any other document incorporated by reference to this Contract, including the specifications and conditions of tender for the Tender.

6 OBLIGATIONS OF THE SUPPLIER

6.1 The Supplier hereby agrees and undertakes to provide the Goods and Supply the Services to the Purchaser as set out in this Contract, the GCC and any annexure and/or appendix attached hereto, or any other document incorporated by reference to this Contract, including the specifications and conditions of tender for the Tender.

[redacted]

[redacted]

6.2 The Supplier will perform its obligations as expeditiously as possible and furthermore agrees and undertakes to provide the Goods and supply the Services in accordance with the operational requirements of the Purchaser.

6.3 The Supplier will ensure that the Goods provided and the Services supplied will be of a satisfactory quality and fit for purpose.

6.4 The Supplier shall, ensure that its employees, agents, representatives, subcontractors and suppliers comply with this Contract and all applicable Laws in the execution of its obligations to provide the Goods and supply the Services.

6.5 The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Purchaser's reputation and goodwill.

6.6 The Supplier undertakes to and in favour of the Purchaser that it – 6.6.1 has the resources, necessary expertise and skill, capabilities and technology to provide the Goods and supply the Services; and 6.6.1 has effective, efficient and transparent financial management and control systems in place.

7 PRICING SCHEDULE

7.1 The Pricing Schedule for the provision of Goods and supply of Services shall be as set out in this MOA under Appendix A5 below.

7.2 The Supplier shall not be entitled to any other consideration for the provision of Goods and supply of Services other than as provided for in this Contract, the GCC and any annexure and/or appendix hereto, or any other document incorporated by reference to this Contract, including the specifications and conditions of tender for the Tender.

8 ENTIRE AGREEMENT

8.1 This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties to this Agreement.

[redacted] [redacted] [redacted] [redacted] [redacted] [redacted]

[redacted] [redacted]

8.2 The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.

8.3 This Agreement replaces any other previous verbal or written agreements entered into between the Parties.

8.4 The Conditions of Tender, returnable schedules and annexures which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender. Accordingly, the conditions of tender and relevant returnable schedules, although not attached to this Contract, are specifically incorporated by way of reference and shall form part of the Contract between the parties.

9 WHOLE AGREEMENT, WAIVER AND VARIATION

9.1 This MOA embodies the whole agreement between the Parties. No other agreement, whether oral, implied or otherwise, will be of any force and effect unless it is reduced to writing and signed by the Supplier and the City, or their duly appointed representatives. There has been no representation which forms part of this MOA which has not been included herein.

9.2 Any relaxation, indulgence or waiver which the City may grant to the Supplier or any condonation by the City of any breach of the terms of this MOA will not become binding on the City. The City will at all times be entitled to claim due and prompt performance by the Supplier of all of the Supplier's obligations in terms of this MOA.

9.3 No variation of the terms of this MOA will be of any force or effect unless reduced to writing and signed by the Supplier and the City, or their duly appointed representatives.

9.4 The Conditions of Tender, returnable schedules and annexures which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender. Accordingly, the conditions of tender and relevant returnable schedules, although not attached to this Contract, are specifically incorporated by way of reference and shall form part of the Contract between the parties.

[redacted]

[redacted]

[redacted]

[redacted]

THE CITY OF CAPE TOWN:

Signature: [redacted] [redacted] [redacted]

Name:

Capacity:

Date:

Witness 1: [redacted] [redacted] Date:

Witness 2: [redacted] [redacted] Date:

SUPPLIER:

Signature: [redacted]

Name: [redacted]

Capacity: [redacted]

Date: 22 June 21

Witness 1: [redacted] Date: 22/06/2021

Witness 2: [redacted] Date: 22/06/2021

APPENDIXES

A1 Form of Offer and Acceptance

A2 Special Conditions of Contract

A3 General Conditions of Contract

A4 Supporting Schedules

A5 Service Level Agreement

A6 Pricing Schedule

A7 Specifications

A1: FORM OF OFFER AND ACCEPTANCE

PART A (TO BE FILLED IN BY TENDERER):

(3) FORM OF OFFER AND ACCEPTANCE

TENDER 265S/2019/2020: SUPPLY, SUPPORT, MAINTENANCE OF ICT SECURITY RELATED INFRASTRUCTURE, SOFTWARE, SERVICES AND LICENSING

PART A (TO BE FILLED IN BY TENDERER):

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

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

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 tender (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 (Section 4)
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract

[redacted]

Signature(s)

[redacted]

Print name(s)
On behalf of the tenderer (duly authorised)

2 March 2020

Date

INITIALS OF CITY OFFICIALS		
1	2	3

[redacted]

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

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser'):

1. accepts the offer submitted by ([redacted]; **ALSO REFERRED TO AS THE "SUPPLIER")** ________________________________, thereby concluding a contract with the supplier for a contract period commencing from date of commencement of contract and terminating 30 June 2025;

2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT____________________ON THIS THE________DAY OF_______________20_____

(PLACE) (DD) (MM) (YY)

[redacted] [redacted] [redacted] [redacted]

____

Signature(s) and stamp of

Executive Director or his/ her delegated authority

____

Print name(s):

(duly authorised in terms of the System

of Delegations as approved by Council)

 [redacted]

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject ....

Details ....

....

....

....

2 Subject ....

Details ....

....

....

 [redacted]

3 Subject ....

Details ....

....

....

....

4 Subject ....

Details ....

....

....

....

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

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

[redacted]

A2: SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is [redacted], [redacted].

Add the following after Clause 1.25:

1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

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

3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.

3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.

3.5 The **supplier** shall:

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

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

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

[redacted]

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

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

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

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

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

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

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

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

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

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

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

3.6 The **purchaser** shall:

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

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

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

 [redacted]

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

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

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

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

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

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

Add the following after clause 5.4:

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

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

 [redacted]

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.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order.

10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

<u>11. Insurance</u>

Add the following after clause 11.1:

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;

b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee**.

17. Prices

Add the following after clause 17.1

17.2 The prices for the goods delivered and services performed shall not be subject to contract price adjustment.

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

Add the following to clause 18.1:

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shalll be as per the Service Level Agreement **23. Termination for default**

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

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice *Add the following after clause 23.7:*

23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:

23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.9 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.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance

Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation.

No mediation may be commenced unless such notice is given to the other party. Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

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

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

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

<u>28. Limitation of Liability</u>

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

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

Add the following after clause 28.1:

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

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

b) loss of or damage to property;

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

[redacted]

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

a) hand delivered – on the working day of delivery

b) sent by registered mail – five (5) working days after mailing

c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the

CCT at the Supplier Management Unit located within the Supplier Management
/ Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Contract Period

36.1 It is the intention of the City of Cape Town to run this tender subject to Section 33 of The Local Government Municipal Finance Management Act 56 of 2003 whereby this tender will impose financial obligations on the City for a period longer than the three (3) financial years. The tender period is initially valid for the 3-years, thereafter the additional 2 years that is addressed in this tender document is subject to the City of Cape Town's Council approval via the Section 33 process.

A3: GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 'Day' means calendar day.

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

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

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

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

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

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

1.14 'GCC' means the General Conditions of Contract.

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

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

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

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

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

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid.

Where applicable, a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

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

7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

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

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;

(b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

(i) the name and address of the supplier and/or person restricted by the purchaser;

(ii) the date of commencement of the restriction;

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

YES	X	NO	

1.1 If YES, submit audited annual financial statements:

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

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

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

YES		NO	X

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

2.2 If YES, provide particulars:

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

YES	X	NO	

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

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

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

YES		NO	

4.1 If YES, furnish particulars below

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

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

2 MARCH 2020.
Date

Schedule 5: Conflict of Interest Declaration

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

YES		NO	X

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

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

2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy (Please mark with X)

YES		NO	X

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

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

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

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

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

2 MARCH 2020
Date

Schedule 9: Occupational Health and Safety Agreement

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

DYNAMIC RECOVERY SERVICES (PTY) LTD
(Supplier/Mandatary/Company/CC Name)

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

I, JONATHAN COOKE, representing DYNAMIC RECOVERY SERVICES (PTY) LTD, 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: 990000050020

OR Compensation Insurer .... Policy No.: ....

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

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

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

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

Signed at SANDTON on the 2ND day of MARCH 2020

Witness

Mandatary

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

Alan Moon — Digitally signed by Alan Moon Date: 2021.06.03 19:17:27 +02'00'

Witness

Omeshnee Naidoo — Digitally signed by Omeshnee Naidoo Date: 2021.06.02 14:29:47 +02'00'

for and on behalf of City of Cape Town

PRIYA REDDY (Acting ED Corp Ser 28 June to 4 July 2021) — Digitally signed by PRIYA REDDY (Acting ED Corp Ser 28 June to 4 July 2021) Date: 2021.06.28 12:09:39 +02'00'

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender

SUPPLY, SUPPORT, MAINTENANCE OF ICT SECURITY RELATED INFRASTRUCTURE, SOFTWARE, SERVICES AND LICENSING

in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: DYNAMIC RECOVERY SERVICES (PTY) LTD (Name of tenderer)

That:

1 I have read and I understand the contents of this Certificate;

2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;

4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;

5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
   (a) has been requested to submit a tender in response to this tender invitation;
   (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer

6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive price quoting.

7 In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices,
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender, or
   (f) tendering with the intention not to win the contract.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates

9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature | Date 02 MARCH 2020

JONATHAN COOKE
Name (PRINT)
(For and on behalf of the Tenderer (duly authorised))

A5: SERVICE LEVEL AGREEMENT

SUPPLY, SUPPORT, MAINTENANCE AND SERVICES OF

ICT SECURITY SERVICES`

these being

Reverse Proxy Services

Vulnerability Management Services

Citrix Virtual Desktop Infrastructure or equivalent

IT Security Intelligence Systems (managed by The City)

IT Security Intelligence Systems (managed by the Service Provider)

Data Loss Prevention Solutions

Anti-malware solutions & Email Hygiene

Security Assessment Services

Cloud Access Service Broker

Between

CITY OF CAPE TOWN

(of the one part)

and

Dynamic Recovery Services (DRS) **(Company)**

(of the other part)

1. INTERPRETATION AND DEFINITIONS

1.1 In this Agreement and unless the context otherwise requires: -

1.1.1 words, including their definitions in clause 1.4, which import the singular number only, shall include the plural and vice versa;

1.1.2 words importing persons shall include bodies corporate;

1.1.3 words importing the singular, includes the plural and vice versa.

1.2 The head notes to the various clauses of this Agreement are inserted for reference purposes only and shall in no way govern or affect the construction hereof.

1.3 All references to this Service Level Agreement shall be references to this Agreement and all Annexures hereto, which Annexures form an integral part of this Agreement, and expressions defined in this Agreement shall bear the same meanings when used in any Annexure to this Agreement and vice versa.

1.4 Unless the context otherwise requires, the under-mentioned expressions shall have the meanings respectively assigned to them hereunder, namely:

Access	right or opportunity to reach or visit (to gain access); security and keys;
Accessories	not part of basic equipment, additional or extra items;
Accident	unfortunate, usually harmful event, caused unintentionally Third Party Liability: DRS (Company) must insure against eventuality (personal or equipment) at DRS (Company)'s expense; comply with COIDA. Refer to Clause 11: Insurance under the General Conditions of Contract as contained on page 193 of the Tender Document and Special Conditions of Contract as contained on page 184 of the Tender Document; Authorised Person appointed and duly authorised respectively representative by the City and the Supplier, to act (and speak) upon the respective party's behalf;

"City"	City" means the City of Cape Town, a municipality established by the City of Cape Town Establishment Notice No. 479 of 22 September 2000, issued in terms of the Local Government: Municipal Structures Act, 1998, (Act 117 of 1998) or any structure or employee of the City acting in terms of delegated authority;
"Commencement date"	date of signature of last party hereto or date as agreed by both parties in this agreement – kicks in 30 days after going live, anticipated date is 1 JULY 2020;
"Contract Management"	Monthly statistical reporting on service levels;
Defects	faults, imperfection in manufacture or shortcoming of equipment possibly causing other components to become faulty;
Equipment	Any associated material required for solution infrastructure;
Failure	1. breaking down or ceasing to function 2. non-performance of duties or responsibilities;
Guarantees	undertaking to answer and compensate for the loss of performance or for an obligation by another person. Refer to Clause 7 of the Special Conditions of Contract; Annexure 1: Form of Guarantee / Performance Security in the Tender Document;
Grief Point	Objective measure of a penalty to be applied in the event of a required performance metric not being met as defined by the City
Job Completion	To be considered complete, each job must be signed off by the line department before the City will entertain honouring an invoice.
Line departments	Departments within the organizational structure of the City.
Malfunction	When equipment fails to function normally;
Misuse	wrong or improper use or application of equipment;

Negligence	Lack of proper care and attention;
Normal hours	working Hours between 08:00 and 16:30 from Monday to Friday, excluding public holidays;
"Parties"	the City and the Supplier collectively;
Repairs	Restore to good, working condition after damage, wear or malfunction;
"Reporting"	Timely periodic reporting on monthly meetings in the format as agreed upon between City of Cape Town and DRS (Company);
Resolution	System is repaired and made operationally available;
Response	Representative from DRS (Company) arrives on-site or email acknowledgement that DRS (Company) has received a request for work
Service agent	Authorised technician, able to perform to specified requirements
"Service Level"	the required quantitative level or degree of performance of the Services by the Supplier as set out by Service Level Measure, see the Service Level Measurements Section;
"Service Level Agreement ("SLA")"	the agreement concluded between the parties as evidenced in this written document, any annexures and the related tender;
"Service Level Measure"	the method specified in this Service Level Agreement for quantitatively calculating the Supplier's actual performance. The results of these calculations are compared with Service Levels to evaluate the Supplier's compliance with Service Levels, see the Service Level Measurements Section;
"Service Level Termination Event"	an event wherein the City shall have the option, but not the obligation, to terminate this agreement without further obligations;

"Service Penalty"	the amount calculated which the City shall have the option, but not the obligation, to recover as a reduction in the fee payable for the Services, each time the Supplier fails to meet the Service Levels, reference clause 22: Penalties of the Special Conditions of Contract
"Stock Management"	Stock levels of appropriate spares and equipment of the right quality and quantity in the right location to enable the Supplier to operate within the agreed upon for response;
Sundries	items or oddments not mentioned individually;
"Supplier"	Dynamic Recovery Services (Company), Registration Number: 1997/019520/07 of physical address: 4 Wierda Rd West, Sandton; Postal address: box 850, Bramley 2018, a company duly incorporated in accordance with the company laws of South Africa, represented herein by Michael Brown who warrants that he/she is duly authorised by board resolution to sign this Agreement for and on behalf of the Supplier. The Supplier warrants that- 1. it is registered under the Regional Services Council Act, 1985, under registration number. CMC RSC Levy # ________________, for the purpose of the payment of all levies payable by it under that Act; and 2. all levies due by it under such Act to date hereof, have been paid; "Supplier" is a generic term which may include suppliers of goods and services, contractors and/or consultants;
Technical skills	technical ability / expertise of installation and test equipment technicians
Useful life	Minimum duty cycle of equipment or components
Warranties	undertaking as to the ownership or quality of an item, accepting responsibility for defects or repairs over a specified period. Refer to Clause 15 of the General Conditions of Contract as contained on page 185 of the Tender document and Clause 15 of Special Conditions of Contract;

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Working day	Any day between Monday and Friday, 08:00 till 17:00, excluding Saturdays, Sundays and Public Holidays
Working hours	Eight hours in any given working day

2 SERVICE LEVELS

2.1 These Service Levels are the minimally acceptable level of service as detailed hereunder for the Services and failure to comply may give rise to the calculation of Service Penalties and they may give rise to a Service Level Termination Event.

2.2 Any failure to meet a Service Level is unacceptable and may constitute a material breach of the Supplier's obligations.

2.3 Maximum Delivery Period - on-site within six weeks of purchase order date. Failure to comply may result in defaulting the preferred supplier and ultimately, suspension.

2.4 Communication Plan

E-mail is the preferred means of communication between the Supplier and the City of Cape Town.

The City's authorised representatives, see names below, will provide DRS (Company)'s authorised representatives, see names below, with an Order number by Fax or email. This number must be reflected on the related invoice. DRS (Company)'s must send an email acknowledgement within the following timeframes of receiving an order or request for a warranty repair or replacement:

When order received	08:00 to 17:00	After 17:01 and weekends
Response	Before 17:00 next business day	Before 17:00 next business day

DRS's (Company)'s contact details:

Procurement or orders

Authorised Representative	Name: Tamara McPherson. Tel number: 083 300 8861 Email add tamara@drs.co.za. Fax Num________________	Provide Percentage of not meeting Service Level (Example 60%) ________________
Escalation Level 1	Name: Adri Faasen Tel number: 072 373 4645 Email add adri@drs.co.za. Fax Num________________	Provide Percentage of not meeting Service Level (Example 80%)
Escalation Level 2	Name: Rob Brown. Tel number: 083 267 3656. Email add rob.brown@drs.co.za. Fax Num________________	

Warranty or fault Repairs / Replacement

Authorised Representative	Name: Tamara McPherson. Tel number: 083 300 8861. Email add tamara@drs.co.za. Fax Num________________	Provide Percentage of not meeting Service Level (Example 60%) ________________

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Escalation Level 1	Name: Richard Kreymer Tel number: 063 411 2707. Email add richardK@drs.co.za. Fax Num________________	Provide Percentage of not meeting Service Level (Example 80%) ________________
Escalation Level 2	Name: Edison Mazibuko Tel number: 076 427 8081. Email add edison@drs.co.za. Fax Num________________	

City of Cape Town contact detail:

Procurement
Authorised representative: Boniswa Mnene
E-Mail address: Boniswa.Mnene@capetown.gov.za
Telephone Number: 0214009272
Fax Number: 086 588 5058

City of Cape Town Procurement process:

5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	--
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Not defined	--
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	--
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified (yes / no) - not defined	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--

7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Not defined	--
		Include details of outstanding security updates, software updates, and any related recommendations		--
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Not defined	--

3.9 Schedule H: Cloud Access Service Broker (CASB)

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of CASB devices	Not defined	--
2.	Service Availability	Uptime of the CASB service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than five (5) minutes	5 Grief Points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Not defined	--
		Maximum Time To Replace ($TTRp^{MAX}$)	Five (5) full Working Days	5 Grief Points

4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three (3) full Working Days	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten (10) full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified (yes / no)	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	Not defined	--

		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include details of outstanding security updates, software updates, and any related recommendations		1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

4 FREQUENCY FOR REPORTING COMPLIANCE OF THE SERVICE LEVEL

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

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

5 SERVICE PENALTY

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

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

6 SERVICE PENALTY CALCULATION

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

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

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

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

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

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

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

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

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

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

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

7. TERMINATION – GENERAL EVENTS

7.1 Termination for default: See clause 23 of the GCC

7.2 Termination for insolvency: See clause 26 of the GCC

8. NOTICES

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

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

9 **DOMICILIA CITANDI ET EXECUTANDI ADDRESSES**

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

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

10 **GENERAL**

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

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

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

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

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

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

11 APPLICABLE LAW

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

A6: PRICING SCHEDULE

Schedule D: IT Security Intelligence

Pricing provided must be for a fully working and licensed product. Provide options and fully explain alternatives. Products must be able to integrate into the existing environment. Any ambiguity must be explained as part of the pricing provided. Where additional licenses or modules are recommended to enhance protection, indicate as recommended and not part of the base product. This approach will assist in comparing various technologies.

Sections provided are an indication of anticipated requirements. Where additional sections or components must be added, do so by expanding the table.

1. Price as per below tables.
2. Provide an SLA cost in order to be able to meet the terms and conditions of the service level agreement. All SLA amounts must be provided on an annual basis. If necessary, during evaluation the Bid Evaluation Committee may also divide the Year amounts by 12, in order to determine the appropriate monthly cost.
3. Ad hoc labour costs will be considered for evaluation purposes.
4. Failure to provide pricing for each component of the solution will render the tender nonresponsive, unless the functionality has been included elsewhere within the same section. Do not leave any component blank; an explanation must be provided.

Please indicate the Mark-up percentage: _______9______________%

Please provide your partnership status by identifying the relevant technology area and your partnership status:

Technology area (Original Equipment Manufacturer)	Current Partnership Status
McAfee or equivalent	PLATINUM

MB

Schedule D: IT Security Intelligence

D1	IT Security Intelligence platform or equivalent				
	Required Item / Description of Item	**QTY**	**Part number**	**Supplier OEM Price (Excl. VAT)**	**Mark-up Percentage (%)**
D1.1	McAfee Enterprise Security Manager 5700 1YrBZ+NBD or equivalent	2	ETM5700NBDA	R 312 420,99	9 %
D1.2	McAfee Advanced Correlation Engine 2650 1YrBZ+NBD or equivalent	2	ACE2560NBDA	R 143 000,44	9 %
D1.3	McAfee Enterprise Log Manager 5700 1YrBZ+NBD or equivalent	2	ELM5700NBDA	R 211 886,04	9 %
D1.4	McAfee Event Receiver 2650 1YrBZ+NBD or equivalent	4	ERC2650NBDA	R 393 632,97	9 %
D1.5	McAfee GTI for ETM-5700 1:1BZ or equivalent	1	GTEETM5700GIEAD-AA	R 53 042,14	9 %

D2	Labour Costs – ad hoc						
	Services / Resource Description	**Unit**	**Price Year 1 (Excl. VAT)**	**Price Year 2 (Excl. VAT)**	**Price Year 3 (Excl. VAT)**	**Price Year 4 (Excl. VAT)**	**Price Year 5 (Excl. VAT)**
D2.1	Project Manager	Per Hour	R 1150,00	R 1265,00	R 1391,00	R 1530,00	R 1683,00
D2.2	Architect	Per Hour	R 1250,00	R 1375,00	R 1512,00	R 1663,00	R 1829,00
D2.3	SME (Subject Matter Expert)	Per Hour	R 1250,00	R 1375,00	R 1375,00	R 1663,00	R 1829,00

D3	Managed Services					
	Services Description	**Annual Rate (Rand) Year 1 (Excl VAT)**	**Annual Rate (Rand) Year 2 (Excl VAT)**	**Annual Rate (Rand) Year 3 (Excl VAT)**	**Annual Rate (Rand) Year 4 (Excl VAT)**	**Annual Rate (Rand) Year 5 (Excl VAT)**
D3.1	Managed service to operate IT Security Intelligence platform 8 X 5 business hours only	R 1663315,37	R 1 829646,90	R 2012611,60	R 2213872,76	R 2435260,04

D4	Service Level Agreement					
	SLA Description	**Annual Rate (Rand) Year 1 (Excl VAT)**	**Annual Rate (Rand) Year 2 (Excl VAT)**	**Annual Rate (Rand) Year 3 (Excl VAT)**	**Annual Rate (Rand) Year 4 (Excl VAT)**	**Annual Rate (Rand) Year 5 (Excl VAT)**
D4.1	As per relevant SLA	R 9 55100,43	R1050610,48	R 1155671,52	R 1271238,67	R 1398362,59

D5	Training or equivalent					
D5	**Required Item/ Description of Item**	**QTY**	**Part number**	**Supplier OEM Price (Excl. VAT)**	**Mark-up Percentage (%)**	**Final Price**
D5.1	McAfee ESM essentials or equivalent	2	TRN-TCL4A	R 67802,00	0 %	-
D5.2	McAfee ESM for Analyst-I or equivalent	6	TRN-TCL4A	R 2 03406,00	0 %	-
D5.3	McAfee ESM for Analyst- II or equivalent	6	TRN-TCL4A	R 2 03406,00	0 %	-

APPENDIX A7: SPECIFICATIONS

5.1. Introduction

The City's IS & T department has deployed a variety of IT security technologies and controls as part of the City's IT Security roadmap, in order to ensure confidentiality, integrity and availability of City data.

As part of the previous IT Security Tender 302S/2016/17, a number of technologies that were obsolete have now been replaced with modern technologies. In addition, as part of the previous tender, new technologies have been deployed providing new functionality.

It is therefore the City's intention to expand, support, maintain and mature these newly deployed cyber security environments. These environments are therefore requesting pricing on specific technologies or equivalent as per pricing instruction 4.17.

For new requirements and where no solution has been deployed, service providers may propose solutions that fit the City's defined requirements. In terms of providing available documentary evidence, details of any additional documentation provided should be included in Schedule 14: List of other documents attached by tenderer, below, and clearly referenced in your answer page/s in its respective answer area. And, where requested in the document, all relevant reference documentation to be attached in Schedule 16, cross referencing the applicable question which should be clearly marked in the document AND within Schedule 16: Information to be provided with the tender.

1.1 IT ARCHITECTURAL STANDARDS AND GUIDELINES

This section provides prospective vendors with technical information regarding the City's current IT environment. For this tender the City's IT Architectural standards are categorized into Compulsory, Preferred and Not Supported for the proposed solutions.

- Compulsory IT Architectural Standards

These standard are mandatory and the proposed solution(s) must adhere to these standards to ensure interoperability with existing IT landscape and to be accepted by the City's IT Architecture governance.

- Preferred IT Architectural Standards

  These standard are recommended for proposed solution(s) to ensure seamless integration with the City's existing IT landscape and would be considered for acceptance under the City's current IT Architecture governance.

- Not Supported IT Architectural Standards

  These standard have already been considered under the City's IT Architecture governance framework and rejected or does not comply to the City's standards and therefore must not be considered in the proposed solutions.

5.2.1 Compulsory Minimum IT Architectural Standards

- IP protocol only on the network
- The use of Secure Transport Layer Security (TLS) version 1.2 between all application components
- Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
- Separate database and application server architecture.
- ODBC or OLEDB connections between applications and databases Full relational database design, using stored procedures.
- All DLLs must be wrapped as COM+ objects (preferably written in .NET)
- Minimum .Net Framework to be used version 4.7.1 in order to fully support TLS version 1.2
- Scheduled events via DTS on SQL Server.
- Application security (i.e. user accounts) at the application or database level (not at the OS level)
- Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only)
- Solution must function within a Microsoft Managed Environment

- PC thick clients must not function requiring administrative rights
- PC Thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked down managed pc's
- Solution interfaces with SAP must be SAP architectural compliant (preferably certified)
- All confidential data must be encrypted
- Applications

5.2.2 Preferred IT Architectural Standards

- Application Solutions hosted on Microsoft platforms
- Web applications rather than thick client/server applications
- If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI)
- Business logic implemented in stored procedures rather than in inline code.
- The ability to co-exist with other 3rd party applications on the same hardware.
- Application solutions not hosted on Microsoft platforms but on platforms such as Linux will be reviewed and considered based on the proposal put forward and as it complies with the requirements above

5.2.3 Not Supported IT Architectural Standards

- Active X Controls – the managed desktop environment does not permit these.
- Mapped Network Drives or UNC paths between workstations and application servers
- Mapped Network Drives between application/web/database servers
- Mapped Network Drives or UNC paths between workstations
- IP addressing - use DNS addressing instead
- Application and database on same server
- Custom-developed Windows server services
- User/Application accounts requiring a permanent server login
- Microsoft Access on a server

- Applications written in such a manner whereby usernames and password are embedded in the application code
- Insecure Secure Socket Layer Security (SSL) protocols e.g. SSL version 3

1.2 SCOPE

For this tender it is requires for suppliers to supply and implement the goods and services for the identified 12 sections or technology areas within the IT Security domain. This supply and implementation will happen within the current IT Security operational environment and care must therefore be taken to ensure at all times continued IT Security operations and the no exposure or increased risk is introduced from the program or any individual sub-projects that will be required to deliver on all the tender requirements.

In general, the goods and services scope of the tender includes:

- The solution design, supply and implementation of Hardware components including appliances, storage, servers.
- The solution design, supply and implementation of Software components including application, licensing, subscriptions, maintenance, monitoring tools, management tools etc.
- Services: upgrade, implementation, training, operation, support, maintenance, service level agreements, managed services, security assessments etc.
- Any other interrelated components to ensure a working solution

The specific scopes in the tender in terms of specific solutions or technologies are grouped in twelve solutions sections and include:

- Schedule A: Reverse Proxy

Provide a Citrix or equivalent reverse proxy solution including load balancing and web application firewall functionality as well as reporting and decryption and re-encryption solutions. Delivery metrics for this solution will be managed through agreed Service Level Agreement (SLA)

- Schedule B: Vulnerability Management (VM)

Provide a Tenable vulnerability management solution or equivalent for the infrastructure, application, web application, database and firewall landscape which include reporting and asset classification functionality. Delivery metrics for this solution will be managed through agreed Service Level Agreement (SLA)

- Schedule C: Citrix Virtual Desktop Infrastructure or equivalent

In this section tenderers will be required to expand and provide support and maintenance services for the Citrix VDI platform or equivalent.

- Schedule D: IT Security Intelligence

Tenderers must propose a McAfee solution or equivalent for an IT Security Intelligence Platform to facilitate the integration of the in scope services. Delivery metrics for this solution will be managed through agreed Service Level Agreement (SLA).

- Schedule E: Data Loss Prevention

Provide a Data Loss Prevention (DLP) solution which will integrate with the existing environment. The successful tenderer will also be required to project manage the implementation of this solution. Delivery metrics for this solution will be managed through agreed Service Level Agreement (SLA).

- Schedule F: Anti-malware solutions & Email Hygiene

Provide the requested Trend Micro Anti-Malware solution or equivalent for the City's environment. Provide Trend Micro email gateway functionality or equivalent and Exchange 2013 antimalware protection in both Cape Town and Goodwood data centres including advanced anti-spam and anti-malware capability. This solution must also provide reporting for anti-malware, content filtering and spam solutions. Delivery metrics for this solution will be managed through agreed Service Level Agreement (SLA).

- Schedule G: Security assessment services

Security assessment services are required for the CCT's SAP Portal, including application and infrastructure environments and a Microsoft Internet Services project. It is the intention that a panel(s) of service provider for each project will be created. Work will be rotated according to a defined schedule.

- Schedule H: Cloud Access Service Broker (CASB)

Provide a Cloud Access Service Broker (CASB) solution which will integrate with the existing environment and future planned cloud services and applications. The successful tenderer will also be required to project manage the implementation of this solution. Delivery metrics for this solution will be managed through agreed Service Level Agreement (SLA).

1.3 REQUIREMENTS

For each requested solution / goods / service section the background and context is provided followed by the requirements statement for the specific section. Please respond within the table provided per section.

1.4 INFORMATION GUIDE ON FUNCTIONALITY SCORING

In preparing your response to this request, your goal should be to maximise your score by convincing our evaluation and adjudication panels that you offer the best solution and service. Points will be awarded for completeness of responses. You should address all the areas.

Answer each mandatory question in its entirety and insert your responses into Annexures A1-A6 in this document and expand your answers where necessary. Please respond fully to each question before proceeding to the next question. Do not place additional information in an appendix or annexure, rather place any additional answer to the question using the following numbering convention:

If the answer for a question is on page 10, you may append any further answer pages with the question clearly referenced at the top of the page and the page should be numbered 10.1, 10.2, etc. at the bottom of the page (please see positioning and numbering convention of this document);

In terms of providing available documentary evidence, details of any additional documentation provided should be included in Schedule 14: List of other documents attached by tenderer, below, and clearly referenced in your answer page/s in its respective answer area. And, where requested in the document, all relevant reference documentation to be attached in Schedule 16, cross referencing the applicable question which should be clearly marked in the document AND within Schedule 16: Information to be provided with the tender.

If you feel that a question overlaps another question, then repeat your answer as different people may evaluate and adjudicate different answers.

Schedule B: Vulnerability Management – Background and Requirements The City currently uses the Tenable.SC Vulnerability Management platform in order to perform extensive vulnerability assessments of the environment. It has now become necessary to further expand the reach of the system due to the City's IT security and compliance requirements.

The Tenable.SC web application scanner (WAS) currently does not meet the City's requirements from a reporting perspective, which impacts the City's ability to remediate detected vulnerabilities. Hence the reason for the City requesting additional bids for Web Application Scanner.

The vulnerability management tool(s) is required to perform vulnerability scans which conform to the CIS-certified (Centre for Internet Security) audit standards, in order to comply to the standards, set by the Auditor-General of South Africa for operating systems and databases. This requirement is mandatory.

The following environments are to be scanned for operating system, database and application vulnerabilities:

1. Windows Server 2012/2016/2019 and all variants
2. AIX 7.2
3. SUSE Linux 11, 12, 15
4. Red Hat Linux 7, 8
5. Microsoft SQL Server 2014/2016 and all variants
6. Oracle 11.2/12c and later

7. SAP HANA
8. IIS 7.5 and later
9. Apache 2.2 and 2.4
10. MySQL 5.3 and later
11. MariaDB 10 and later
12. SAP Portal
13. ESRI ArcGIS
14. Microsoft technologies
15. SAP technologies
16. Firewalls

In the following table, please respond to each item. Please complete the "**Description / Technical Response**" column for each item that is included. This section is a technical response section and must be responded in full. An extraction of these question will be repeated as evaluation questions in "Evaluation" section 4.5 where the scoring criteria will be provided. It is highly recommended you review the scoring criteria in detail, prior to providing the necessary detailed technical response.

Functional Questions

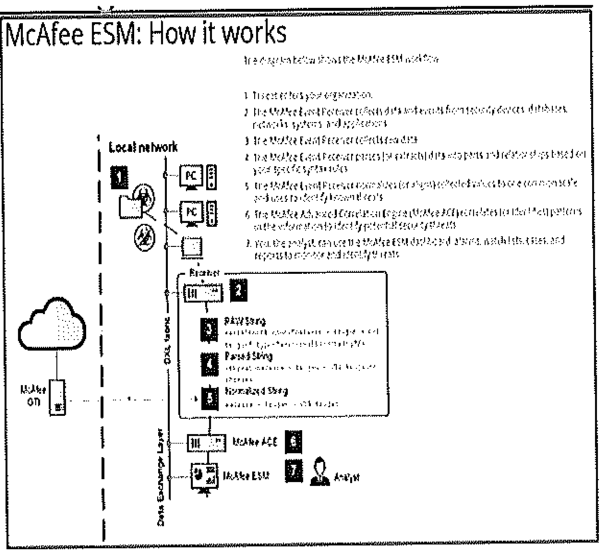
In the following table, please respond to each item. Please complete the "**Description / Technical Response**" column for each item that is included. This section is a technical response section and must be responded in full. An extraction of these question will be repeated as evaluation questions in "Evaluation" section 4.5 where the scoring criteria will be provided. It is highly recommended you review the scoring criteria in detail, prior to providing the necessary detailed technical response.

#	Technical Requirements / Questions	Description / Technical Response
D 1	Describe how the McAfee ESM or equivalent will integrate with the City's existing ICT infrastructure and application environments considering the City's Two Data Centre strategy.	McAfee ESM supports a wide range of data sources that provide events including Antivirus, Application, Authentication, Database, Firewall, Host Server Operating Systems, IDS/IPS, Mainframe, Network switches and routers, Protocols, Security Appliances, UTM, Virtual Private Network, VPN, Vulnerability Systems/VA, Web Content Filters and Proxy Servers. McAfee ESM supports a wide variety of protocols for communicating with data sources including syslog, CEF, SQL query, WMI, SDEE, OPSEC, eStreamer, other proprietary formats and API integrations. To cater for the City Two Data Centres, McAfee SIEM devices will be duplicated across the two sites in an active-active deployment mode to cater for a load balanced of log collection at both sites while providing the ability to fully failover on one site, should one site goes down. Please reference https://www.mcafee.com/enterprise/enus/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods.
D 2	Describe how events are processed and correlated in real-time across from multiple sources in order to provide relevant contextual information	McAfee SIEM collects raw events from a wide range of data sources that get normalized to give them a general contextual description used for detection of malicious activities, monitored activities, event severity assignment etc...

D 3	Describe how events are analysed and categorized over a short to long term basis in order to identify threats and attacks	McAfee ACE provides advanced event correlation to any McAfee ESM deployment. McAfee ACE appliances supplement McAfee ESM's existing event correlation capabilities by providing two dedicated correlation engines. McAfee ACE can be deployed in either real-time or historical mode. When operating in real-time mode, events are analysed as they are collected for immediate threat and risk detection. In historical mode, any available data collected by McAfee ESM can be replayed through either or both correlation engines, for recursive threat and risk detection. McAfee ACE provides the necessary processing horsepower to support this new level of correlation across an entire enterprise and can easily scale to accommodate even the largest networks. And because McAfee ACE is a standalone appliance, there's absolutely no performance impact on the SIEM in terms of event collection and event management—allowing full utilization of all of McAfee ACE's correlation capabilities without compromise.
D 4	Describe how custom use cases using multiple data sources can be defined by the administrator of the system with minimal training or experience.	The McAfee ESM GUI offers a graphical drag-and-drop user interface to quickly and easily create custom correlation rules from scratch or by using one of the 200+ default rules as a template. Correlations rules can be created using any of the 80+ elements McAfee ESM indexes individually or in combination, as well as utilizing Time, Date, Data Source (specific or Type) and severity. Additional contextual elements such as Event Threshold, Monitored Time Range and group by are available.
D 5	Describe how the solution performs profiling in order to identify potential risks from users, devices and data	McAfee ESM is a self-contained appliance which manages event metadata using the Snowflex database. Snowflex is the evolution of the McAfee EDB high performance database. All event data that is collected and normalized is maintained in a common schema format regardless of the original data source. This allows for complex event correlation and analysis using common indexed fields across disparate event sources.
D 6	Describe how network traffic within the City's Data Centre's can be analysed to detect malicious traffic	The McAfee Advanced Correlation Engine analyzes data flow, detects suspicious patterns within the data flow, generates correlation alerts that represent these patterns, and provides these alerts into the McAfee ESM for viewing, reporting and alerting. Suspicious patterns are represented by data interpreted by the 200+ default correlation policy rules.

D 7	Describe how network traffic from the Internet can be analysed to detect malicious traffic to City website and internal services.	Using the built-in threat feed (McAfee GTI), McAfee SIEM is able detect traffic from IPs that have been listed as Malicious. Also using correlation on events from Firewall, IPS and Web Application Firewalls, McAfee Advanced Correlation Engine is able to detects suspicious activities from external sources to the City websites and internal services.
D 8	Describe how vulnerability management information will be leveraged to provide contextual information regarding potential attacks from threat feeds.	McAfee SIEM supports the following VA tools: • McAfee, Foundstone Foundscan • Rapid 7 • Lumension Scan • Nessus • Qualys • Saint Vulnerability Scanner • eEye • nCircle, IP360 Scanner Vulnerability data is used to link known issues to events. Events can be triggered from alerts that are generated by McAfee SIEM. The McAfee SIEM solution provides the ability to create exceptions to reduce false positives. This is accomplished thru the use of defined variables within the system as well as rule exceptions. These functions are all performed thru the single GUI interface. Also, the default correlation rules have been extensively vetted to minimize false positive detections. Additionally each default correlation rule can be tuned by the customer to both improve accuracy as well as to provide more relevant event matching.

D 9	Describe how the McAfee ESM or equivalent will be developed from a base in order to provide future scalability and performance.	McAfee SIEM solution components are provided as hardware or virtual appliances with performance measured by events per second (EPS). Licensing is perpetual and not restricted to or licensed by number of users, end-systems, data sources that provide events or device types. Therefore, configurations will be sized and priced based upon individual customer requirements and EPS rates of the data sources integrated. The McAfee SIEM solution incorporates a scalable and distributed architecture that allows for flexible growth. Each component of the solution is tuned with performance as a top priority. The solution is able to use a combination of virtual and hardware resources including appliances of different sizes in some cases. Two ESMs in a cluster can share the data and operations operating as a single unit sharing data and resources. It is possible to start with a single ESM and grow organically as needed. Should requirements go beyond the resources of a single ESM, it's easy to deploy an additional appliance to support the growth. For collection, Receiver appliances are sized by the events per second that the resources included are able to handle. As more Receivers are added the capacity increases linearly while data sources are distributed across the new appliances. Our Sales Engineers have access to a sizing calculator and help with sizing and design estimates.

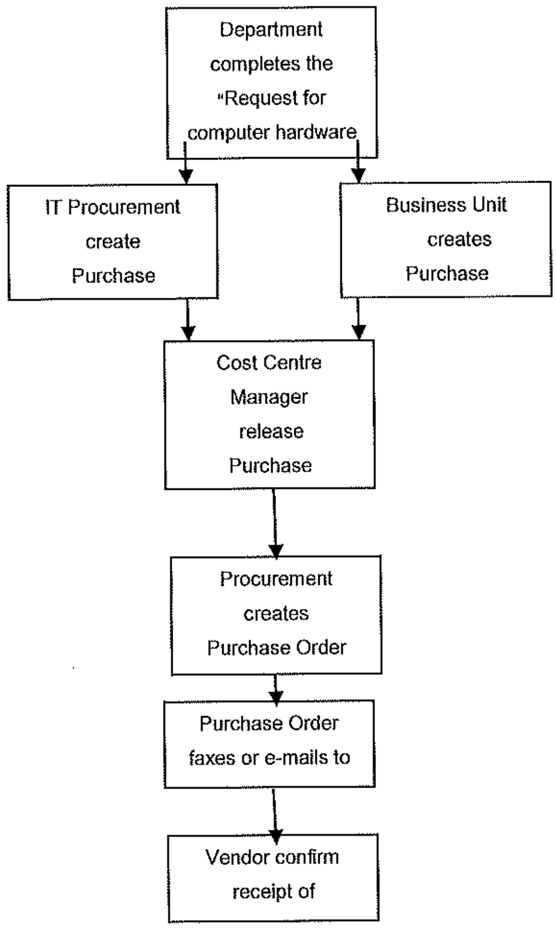
D 10	Describe how all operating system information or events (as per above) will be ingested and processed through the IT Security Intelligence platform?	 Please reference https://www.mcafee.com/enterprise/en-us/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.
D 11	Describe how all antivirus information or events (as per above) will be ingested and processed through the IT Security Intelligence platform?	See diagram in our response to D 10 above. Please reference https://www.mcafee.com/enterprise/en-us/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.

D 12	Describe how all firewall and IPS information or events (as per above) will be ingested and processed through the IT Security Intelligence platform?	See diagram in our response to D 10 above. Please reference https://www.mcafee.com/enterprise/enus/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.
D 13	Describe how all switching and routing formation or events (as per above) will be ingested and processed through the IT Security Intelligence platform?	See diagram in our response to D 10 above. Please reference https://www.mcafee.com/enterprise/enus/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.
D 14	Describe how all web server information or events (as per above) will be ingested and processed through the IT Security Intelligence platform?	See diagram in our response to D 10 above. Please reference https://www.mcafee.com/enterprise/enus/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.
D 15	Describe how all proxy server information or events (as per above) will be ingested and processed through the IT Security Intelligence platform?	See diagram in our response to D 10 above. Please reference https://www.mcafee.com/enterprise/enus/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.

D 16	Describe how all SCOM information or events (as per above) will be ingested and processed through the IT Security Intelligence platform?	See diagram in our response to D 10 above. Please reference https://www.mcafee.com/enterprise/enus/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.
D 17	Describe how all Active Directory information or events (as per above) will be ingested and processed through the IT Security Intelligence platform?	See diagram in our response to D 10 above. Please reference https://www.mcafee.com/enterprise/enus/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.
D 18	Describe how all Windows Event Forwarding (WEF) for Windows servers and will be ingested and processed through the IT Security Intelligence platform?	See diagram in our response to D 10 above. Please reference https://www.mcafee.com/enterprise/enus/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.
D 19	Describe how all databases information or events (as per above) will be ingested and processed through the IT Security Intelligence platform?	See diagram in our response to D 10 above. Please reference https://www.mcafee.com/enterprise/enus/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.

D 20	Describe how all SAP information or events (as per above) will be ingested and processed through the IT Security Intelligence platform?	See diagram in our response to D 10 above. Please reference https://www.mcafee.com/enterprise/enus/assets/data-sheets/ds-siem-supported-devices.pdf for a list of supported devices and their associated collection methods. Events collected by McAfee ESM are then parsed, indexed, normalized and stored on the appliance for fast access and analytics.
D 21	Describe how the IT Security Intelligence will integrate with the SAP application landscape, providing input to use case using SAP transactions, and not just SAP security event logs.	A McAfee Scheduled SAP Job will be setup and scheduled on the SAP application to output SAP transactions and SAP security events to an external SFTP, FTP or NFS server where McAfee SIEM will pull the output events from.
D 22	Consider the following scenario. A laptop connected to the City's network is infected with malware that has rendered the antivirus software inoperable, and is attempting to spread within the City's network to other workstations and servers and is trying to download a payload from a malicious server on the Internet. This laptop is patient zero has been identified as a user that clicked on a link in a phishing email. Describe in detail how behaviour will be detected, reported and remediated without visiting the laptop. State all assumptions.	Assuming that local host firewall logs and network firewall/IPS logs are ingested into McAfee SIEM. McAfee SIEM is able to detect the malware process that initiated the connection to the malicious server on the internet using McAfee Global Threat Intelligence and local firewall events. The assumption being that the malicious server IP is listed in McAfee Global Threat Intelligence feed. Using McAfee Advanced Correlation Engine, McAfee SIEM will be able to detect port and network scanning using both local firewall and network firewall/IPS events.
D 23	How would the McAfee ESM solution or equivalent integrates with your proposed or other Data Loss Prevention solutions	McAfee SIEM does integrate out of the box with many DLP solutions (e.g. McAfee DLP, SymantecDLP, Trend Micro DLP etc...) Using user behaviour and trends, McAfee SIEM is able to detect suspicious activities.
D 24	Explain in detail the end to end support model from the reseller to the vendor, ensuring that the City has the necessary local support to ensure compliance with the SLA as attached to the tender document.	DRS provides various support options for clients that are tailored to suit their needs. We have included our Support and Response Charter as well as a sample SLA in Schedule 16. The DRS support desk is aligned to vendors and their partner programs to ensure the highest quality of service.

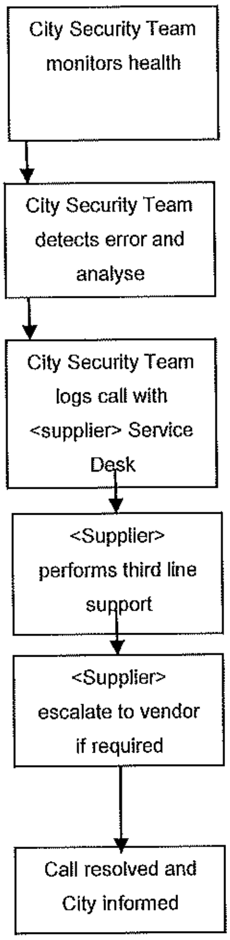
D 25	Provide signed reference letters from companies or organisations with in South Africa where you have provided architecture, implementation and support services for the proposed solution. Only official letters will be recognised which have been authorised by a delegated manager. Contact details must be provided in order to perform verification of your solution. It would be highly beneficial for the reference letters to include details of the project including relevant technologies which the City uses. Provide all required evidence in **Schedule 16:** **Information to be provided with the tender**	Please refer to reference letters in Schedule 16



Warranty Repairs / Services / Fault Reporting
Authorised representative: Alan Moon
E-mail address: Alan.Moon@capetown.gov.za
Telephone number: 0214001600

[Insert your process flow to request warranty repairs or a service or to report a fault]

Insert process flow from above and modify – just log call


City Security Team monitors health
City Security Team detects error and analyse
City Security Team logs call with <supplier> Service Desk
<Supplier> performs third line support
<Supplier> escalate to vendor if required
Call resolved and City informed

2.5 Roles and Responsibilities

The Supplier

Party	Functional Role	Service Responsibility
Service Provider	Maintain guaranteed service levels and service assurance	Logging and tracking of contractual incidents for all problems from receipt of issue from City to resolution.
Service Provider	Performance Management Report	Quarterly reports to the City
Service Provider	Contractual Incident Report	Quarterly reports to the City
Service Provider	Supply and delivery of goods	Supply and deliver of equipment within a period of six weeks from date of purchase order received from City
Service Provider	SLA measurement	Calculation of any Service Credits if due
Service Provider	Adherence to all change control, maintenance and emergency procedures	Communication with City contacts only
Service Provider	Support and maintenance	Provide support and maintenance services from receipt of logged call from City This includes managing escalation procedures to the vendor support centre
Service Provider	Solution Design	Drafting of solution designs, scenarios and associated quotations in order to meet the information security requirements of the City of Cape Town
City of Cape Town IS & T department	Request for solutions	Clearly defined requirements
City of Cape Town IS & T department	Generate purchase order	Supply orders with official City order number, delivery address and contact person
City of Cape Town IS & T department	Taking receipt of goods, and support and maintenance certificates	Sign Invoices or delivery notes on delivery of orders
City of Cape Town IS & T department	Fault notification	Log support calls with supplier with relevant details
City of Cape Town IS & T department	SLA measurement	Measure and /or audit the measurement of delivery schedule, arrange Goods Receipt Note (GRN)

Line departments other than IS&T

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

2.6 Scope

2.6.1 In-Scope

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

2.6.2 Out-of-Scope

- Informal telephonic queries

2.7 Description of Services:

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

Types of equipment:

- Appliances - various
- Servers
- On premise

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

3 SERVICE LEVEL MEASUREMENTS

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

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

3.1 Schedule A: Reverse Proxy

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of each individual Reverse Proxy Device	Not defined	--
2.	Service Availability	Uptime of the Reverse Proxy service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than 60 minutes	5 Grief Points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Remediate configuration issues within one (1) full Working Day	5 Grief Points
		Maximum Time To Replace ($TTRp^{MAX}$)	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Provided (yes / no) Assessed monthly by random check Note: non-availability of technical support may result in Device and/or Service Unavailability, and will be penalised consequently	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--

6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten full Working Days (yes /no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
		Equipment Delivery process followed as specified Fault handling process followed	Packaging as specified – not defined	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time - not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
			Not defined	--
		Repair or replacement process followed	Not defined	--
		Provide monthly Summary Report as specified, including record of all Incidents and related resolutions, plus root cause when requested	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points

7.	Report to the City	Report on an outstanding software updates, security updates and related recommendations	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

3.2 Schedule B: Vulnerability Management (VM)

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

6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten (10) full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	2 Grief Points
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified – not defined	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time - not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	As specified (yes / no)	3 Grief Points
		Repair or replacement process followed	As specified (yes / no)	3 Grief Points

7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Report on an outstanding software updates, security updates and related	Provided within seven (7) full Calendar Days after the last day of each month (yes/no)	2 Grief Points
		recommendations	Assessed monthly	
		Monthly report to include five assessments of vulnerability scans as per schedule, to be provided by the City, to ensure appropriate configuration using best practice	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

3.3 Schedule C: Citrix Virtual Desktop Infrastructure or equivalent

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability (ref. clause 6.1)	Uptime of each individual VDI server	Not defined	--

2.	Service Availability (ref. clause 6.2)	Uptime of the VDI service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than 60 minutes	5 Grief Points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Remediate reconfiguration issues within three (3) full Working Days	5 Grief Points
		Maximum Time To Replace ($TTRp^{MAX}$)	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Provided (yes / no) Assessed monthly by random check Note: non-availability of technical support may result in Device and/or Service Unavailability, and will be penalised consequently	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten (10) full Working Days (yes / no)	5 Grief Points
		Responses to	Quotations provided	1 Grief Point
		requests for Quotations provided as required	within seven (7) full Working Days (yes / no)	

		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified – not defined	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time - not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points

3.4 Schedule D: IT Security Intelligence (managed by The City)

#	Service Element	Service Measure	Service Metric	Grief Points incurred for nonperformance
1.	Device Availability	Not applicable	Not defined	--
2.	Service Availability	Not applicable	Not defined	--

3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than four (4) hours	5 Grief Points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Not defined	--
		Maximum Time To Replace ($TTRp^{MAX}$)	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three (3) full Working Days	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	2 Grief Points
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified – not defined	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--

			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include details of outstanding security updates, software updates, and any related recommendations		1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

3.5 Schedule D: IT Security Intelligence (managed by the Service Provider)

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance

1.	Device Availability	Uptime of each individual logging unit or appliance	Better than or equal to 99% over the period of each Calendar month	10 Grief Points
2.	Service Availability	Uptime of the IT Security Intelligence Platform	Better than or equal to 99.9% over the period of each Calendar month	15 Grief Points
3.	Incident Response	Mean Time To Respond (Matter) – Priority 1, 2 & 3 Incidents	Less than thirty (30) minutes	5 Grief Points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Not defined	--
		Maximum Time To Replace ($TTRp^{MAX}$)	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three (3) full Working Days	5 Grief Points
		Train City staff on the functionality of the platform sufficient to ensure service continuity	Eight (8) full Working Hours per Calendar Month, as evidenced by signed job card	2 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	---
6.	Adhere to procurement, ordering, delivery and payment	Responses to requests for Design Proposals as	Design Proposals provides within ten (10) full Working Days	2 Grief Points
	process	required	(yes / no)	

		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified – not defined	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	As specified – not defined	--
		Repair or replacement process followed	As specified – not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include details of outstanding security updates, software updates,		1 Grief Point
		and any related recommendations		

8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

3.6 Schedule E: Data Loss Prevention

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

		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified (yes / no)	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include details of outstanding security updates, software updates, and any related recommendations		1 Grief Point

8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

3.7 Schedule F: Anti-malware solutions & Email Hygiene

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of Devices	Not defined	--
2.	Service Availability	Uptime of the Malware Protection service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than two (2) hours	5 Grief Points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Four (4) hours	10 Grief Points
		Maximum Time To Replace ($TTRp^{MAX}$)	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three (3) full Working Days	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--

6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified (yes / no)	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points

		Include details of outstanding security updates, software updates, and any related recommendations		1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

3.8 Schedule G: Security assessment services

#	**Service Element**	**Service Measure**	**Service Metric**	**Grief Points incurred for non-performance**
1.	Device Availability	Not applicable	Not defined	--
2.	Service Availability	Not applicable	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – attributed to a security risk assessment	Not defined	--
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Not defined	--
		Maximum Time To Replace ($TTRp^{MAX}$)	Not defined	--
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Not defined	--