

CONTRACT NO.: 365S/2020/21

CONTRACT TITLE: Provision of an Intranet/Internet Database of Legislation and Legal Publications, an Online Information Search Software Application and Provision of Legislation and Legal Publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town

**GOODS AND SERVICES
CONTRACT DOCUMENT**



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT NO.: TENDER 365S/2020/21

CONTRACT TITLE:

**PROVISION OF AN INTRANET/INTERNET DATABASE OF LEGISLATION
AND LEGAL PUBLICATIONS, AN ONLINE INFORMATION SEARCH
SOFTWARE APPLICATION AND PROVISION OF LEGISLATION AND
LEGAL PUBLICATIONS IN PAPER LOOSE LEAF FORMAT INCLUSIVE
OF THE RELEVANT UPDATES TO THE CITY OF CAPE TOWN**

concluded between

**CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY
(the “PURCHASER”)**

and

**SABINET ONLINE LTD
REGISTRATION NO. [REDACTED]
(the “SUPPLIER”)**

Contract Period:

From 01 July 2022 until 30 June 2027

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PREAMBLE

WHEREAS line with resolution **SCMB 64/11/21** dated **15 November 2021**, the Purchaser awarded Tender 365S/2020/21 for the Provision of an Intranet/Internet Database of Legislation and Legal Publications, an Online Information Search Software Application and Provision of Legislation and Legal Publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town, to the Supplier, contract period to commence on 01 July 2022 until 30 June 2027;

AND WHEREAS it is recorded that this Contract will be governed by the General Conditions of Contract of the **National Treasury General Conditions of Contract (revised July 2010) ("GCC")**, read with the Special Conditions of Contract ("**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. **Sabinet Online Ltd**, a company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] (the "**Supplier**"), herein represented by its duly authorised representative, [REDACTED] in his capacity as [REDACTED]

each a "**Party**" and together the "**Parties**".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any 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:
 - 2.1.1. first, Form of Offer and Acceptance
 - 2.1.2. second, the terms and conditions of the SCC;
 - 2.1.3. third, the terms and conditions of the GCC, Part 5: Specifications and Part 4: Price Schedule;
 - 2.1.4. fourth, Parts and schedules to this Contract; and
 - 2.1.5. fifth, any other documents incorporated by reference.
- 2.2. If any ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.
- 2.3. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Purchaser hereby appoints the Supplier to perform the Scope of Work to the Employer from the Commencement Date.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on 01 July 2022 until 30 June 2027.

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 EMPLOYER

- 5.1. The Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (Part 5: Specifications), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.
- 5.2. The Purchaser shall monitor and evaluate the Supplier's performance in respect of the Scope of Work (Part 5: Specifications).

6. OBLIGATIONS OF THE SUPPLIER

- 6.1. The Supplier hereby agrees and undertakes to perform the Services to the Employer as set out in Part 5: Specifications.
- 6.2. The Supplier will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the goods and/or Services.
- 6.4. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Purchaser's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in Part 4: Price Schedule.
- 7.2. The Supplier shall not be entitled to any other consideration for the rendering of the Goods and/or Services other than as provided for in this Contract.

DETAILS OF TENDERER

Tender No: 365S/2020/21

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☒ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

Part 1: Agreements

PART 1.1 FORM OF OFFER AND ACCEPTANCE

Tender No: 365S/2020/21

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 365S/ 2020/21

Provision of:

- An Intranet/Internet Database of Legislation and Legal Publications
- An Online Information Search Software Application
- Provision of Legislation and Legal publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

[REDACTED]

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

[REDACTED]

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

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

Signature(s)

[REDACTED]

Print name(s):

On behalf of the tenderer (duly authorised)

12/07/2021

Date

INITIALS OF CITY OFFICIALS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PART 1.1 FORM OF OFFER AND ACCEPTANCE (CONTINUED)

TENDER 365S/ 2020/21]

Provision of:

- **An Intranet/Internet Database of Legislation and Legal Publications**
- **An Online Information Search Software Application**
- **Provision of Legislation and Legal publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town**

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

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

The terms of the contract are contained in:

Clause 1 to 7, and the sub-clauses, cited in pages 3 to 4 above;

Part 1: Agreements

Part 2: Special Conditions of Contract

Part 3: General Conditions of Contract

Part 4: Price Schedule

Part 5: Specifications

Part 6: Occupational Health and Safety Agreement

Part 7: Supporting Schedules

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on 01 July 2022. The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

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TENDER 365S/ 2020/21

Provision of:

- An Intranet/Internet Database of Legislation and Legal Publications
- An Online Information Search Software Application
- Provision of Legislation and Legal publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town

The Parties	Employer	Supplier
Business Name	City of Cape Town	SABINET
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax	Rate based	
Accepted contract duration	5 Years	
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date	09.06.2022	9/06/2022
Signed: Location	Cape Town	Pretoria
Signed: Witness		
Name of Witness		

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

Schedule of Deviations

Notes:

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

1 Subject NONE

Details NONE

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the 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.

PART 2: SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract**. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the

contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 The **purchaser** shall:

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

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

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

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

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

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

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

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

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

Add the following after clause 5.4:

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

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

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

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clauses 7.1 and 7.2 and replace with the following:

Clause not used.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

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

11. Insurance

Add the following after clause 11.1:

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

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier,

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

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

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

- 17.2 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

- a) CPA calculation will be applicable

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be **NOT APPLICABLE**.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or

26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).

26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

- a) hand delivered – on the working day of delivery

- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Protection of Personal Information

- 36.1 The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this clause apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

37. Periodic review

- 37.1 This Agreement is valid from the commencement date outlined herein and is valid until further notice. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

38. Performance Monitoring

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

CONTRACT NO.: 365S/2020/21

CONTRACT TITLE: Provision of an Intranet/Internet Database of Legislation and Legal Publications, an Online Information Search Software Application and Provision of Legislation and Legal Publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town

INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 365S/2020/21

TENDER DESCRIPTION: PROVISION OF:

- **AN INTRANET/INTERNET DATABASE OF LEGISLATION AND LEGAL PUBLICATIONS**
- **AN ONLINE INFORMATION SEARCH SOFTWARE APPLICATION**
- **PROVISION OF LEGISLATION AND LEGAL PUBLICATION IN PAPER LOOSE LEAF FORMAT INCLUSIVE OF THE RELEVANT UPDATES TO THE CITY OF CAPE TOWN**

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

PART 3: GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

- 1.6 'Country of origin' means the place where the goods 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.

CONTRACT NO.: 365S/2020/21

CONTRACT TITLE: Provision of an Intranet/Internet Database of Legislation and Legal Publications, an Online Information Search Software Application and Provision of Legislation and Legal Publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town

PART 4: PRICE SCHEDULE

SECTION A: List of Legislation and Legal Publications required on the Intranet/Internet

Item No	Item Description	Unit of Measure	Subscription rate per year (Excl. VAT)
16.	Municipal Bylaws (Gauteng, KZN, Western Cape)		
16.1	(Gauteng, KZN, Western Cape)	Each	R 89 981.82
	Total Sub-Title		R 89 981.82

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Prices tendered below shall be subject to adjustment in accordance with **Schedule 8**. Firm prices will not be considered and the tender will be declared non-responsive.
- 5.8 **Section A of the pricing schedule:**
- 5.8.1 Tenderers may choose to tender for Legislation and Legal Publications on the pricing schedule. Tenderers that submit a rate against an item must provide prices for sub items to be considered responsive. Example if you are not going to price for item 1 then leave the value/rate column **BLANK** and if you going price for item 2, 2.1 then you must price for 2.2 otherwise you will not be scored. If the item is **not** chargeable, a value of R 0.00 must be inserted.
Tenderers to note that the subscription rate per year (applicable to both internet and Intranet) must be based on an unlimited number of authorised City users.
- 5.9 **Section B of the pricing schedule:**
- 5.9.1 Tenderers do not have to submit a rate for all of the Legislation and Legal Publications of the pricing schedule to be considered responsive. Example if you are not going to price for item 1.1 then leave the value/rate column **BLANK**. If the item is **not** chargeable, a value of R 0.00 must be inserted, **DO NOT LEAVE ITEM BLANK** otherwise you will be not responsive.
- 5.10 **Section C of the pricing schedule:**
- 5.10.1 Tenderers must submit a rate against all items of the pricing schedule to be considered responsive, i.e all items need to be priced to be regarded as responsive, If the item is **not** chargeable, a value of R 0.00 must be inserted **DO NOT LEAVE ITEM BLANK** otherwise you will be not responsive.
- 5.11 **Awarded to tenderers:**

Section A of the pricing schedule:

CCT intends to award per Legislation and Legal Publications per sub-title

Section B of the pricing schedule:

CONTRACT NO.: 365S/2020/21

CONTRACT TITLE: **Provision of an Intranet/Internet Database of Legislation and Legal Publications, an Online Information Search Software Application and Provision of Legislation and Legal Publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town**

CCT intends to award per Legislation and Legal Publications per item.

Section C of the pricings schedule:

CCT intends to award to one service provider only.

5.12 The award of this tender is subject to Section 33 of the MFMA.

PART 5: SPECIFICATIONS

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

1. Scope

A subscription to a customised list of legal publications provided on the Intranet of the Cape Town Municipality. The same subscription must be available on the internet.

2. Technical Specification

- 2.1. Client Server Multi-Threaded Web Application
- 2.2. Non Spatial
- 2.3. Using ASP, Java or XSI Scripting Technology
- 2.4. Must run on IS 5.5 or higher, and on Windows Server 2003 SPI at least (Win Server 2012 R2
- 2.5. With own Authentication
- 2.6. IT Architecture Standards

2.6.1. The IT Architecture section serves three purposes:

Section A: of this document provides prospective vendors with technical information regarding the City's current IT environment. This subsection also provides the City's compulsory Architectural standards for the proposed solution.

Section B: allows the vendor to provide the City of Cape Town with further requirements specific to the tender

Section C: allows the vendor to provide the City of Cape Town's IT department with appropriate technical information to determine whether a proposed system or application could be hosted internally by the City.

SECTION A: GENERAL ARCHITECTURAL STANDARDS

Current City of Cape Town's Information Technology Environment

Three of the largest technology decisions taken by the City of Cape Town are as follows:

- a) SAP for structural business processes which covers the City's back-office systems.
- b) Microsoft for unstructured business processes which covers the standardisation of the desktops and backend servers on Microsoft technology
- c) Finally, Esri for Spatial which covers the implementation of ArcGIS Enterprise Environment desktop and backend servers.

Given that substantial investments (financial and human) have been made in these three technology "stacks", all new initiatives or developments needs to be in line with these technologies. A

The table below contains all CCT landscape that supports our core and unstructured business processes. The versions specified can be regarded as the lowest version listed and could be higher as newer versions are released and implemented.

Domain	Software Vendor	CCT Current Standards
Operating System	Microsoft Server	Ms Windows Server 2012 R2 as the minimum standard
	SAP	IBM AIX 7.2 as the minimum standard
		SUSE Linux Enterprise Server 11.4
	ArcGIS	ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1
Database	Microsoft	MS SQL 2014 as the minimum standard
	SAP	Oracle 12.1 as the minimum standard
		SAP HANA 2.0 SP03
	ArcGIS	ArcGIS version 10.2.1, future 10.6.1
Hardware Server Virtual Machines (Non - SAP Applications and Databases are hosted in the Virtual	Microsoft	Microsoft Hyper -V
	SAP	IBM Power Series 8 Virtual Machine
	ArcGIS	ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1
Server Management	Microsoft	System Centre Suite 2016 (Configuration Manager, Operations Manager, Endpoint Protection and Virtual Machine Manager)
	SAP	SAP Solution Manager 7.2
	ArcGIS	Internal facing applications and solution for version 10.x EPIC ring fenced systems for version 10.x External facing applications and solutions for versions 10.x
Security and Business Continuity	Microsoft	Data Protection Veritas NetBackup 8.0
	SAP	See authorisation Section below
	ArcGIS Server	ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1

Authorisation & Authentication	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)
	SAP	SAP ABAP NetWeaver Authorisation SAP Business Objects Authentication SAP HANA Enterprise Authentication & Authorisation SAP Cloud Identity Authentication & Authorisation
	ArcGIS Portal	Named User Authentication 10.x
Portal/Web Hosting	Microsoft	Windows 2012 Server Running IIS 7.5.7600 as the minimum standard
	SAP	SAP Java NetWeaver Portal SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP) HTTP Server – latest secure version (eg. 2.4.X or 2.5.X etc) in the series that is available as the minimum standard Tomcat - latest secure version (eg. 8.5.X or 9.0.X etc) in the series that is available as the minimum standard
	ArcGIS	ArcGIS Portal Version 10.4.1, 10.6.1
Program Development	Microsoft	.NET 4.5.2 minimum standard
	SAP	SAP ABAP NetWeaver 7.4 SAP HANA 2.0 Enterprise Platform SAP Business Objects 4.n
	ArcGIS	JavaScript, ArcObjects & .NET 4.7.1
Middleware/ Integration	Microsoft	ASP.NET, MVV Web API, WCF Web Services, WDSL Web Services Description Language and REST
	SAP	SAP Process Integration 7.4 as the minimum standard GEO.e – Integration of Transport assets with SAP PM and FI

	ArcGIS	Esri Mediator – Integration of PVC objects wit SAP LUM
Front End Services & Endpoint computing	Microsoft	Windows 7 64-bit Enterprise and Windows 10 64 bit Professional and Enterprise as the minimum standard Office Professional Plus 2010 as the minimum standard {Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader (electronic forms client), Lync (corporate instant-messaging client), SharePoint Workspace} Internet Explorer 11 as the minimum standard Exchange 2013 (Email) Lync 2010 as the minimum standard (Instant Messaging, Video Conferencing) SharePoint 2016 as the minimum standard
	SAP	SAP GUI 7.50 as the minimum standard
	ArcGIS	ArcMap 10.6.1 Suite ArcGIS Pro 1.2
Supported File transfer Protocols	Secure File Transfer Solution (SFTP), FTPS	
Anti-virus software	Trend Micro Smart Protection Complete Suite as the minimum standard	
Records Management	Public Sector Records Management SAP NetWeaver 7.4	
Mobile field devices	Android 4.4.4 operating system as minimum standards	
	SAP Afaria 7 mobile management system as minimum standard	

Domain	Software Vendor	CCT Current Standards
Open Source	Operating System	Redhat Enterprise Linux (RHEL) 7.5 SUSE Linux Enterprise Server 12 SP4
	Database	MariaDB 10 (minimum)
	Web hosting	Apache 2.4 (minimum) Tomcat 8.5 (minimum)
	Virtualisation	Oracle Virtualbox 5 (minimum)

Network Minimum Standards

- The City's network is spread over a wide geographical area which runs on a MPLS network.
- Desktops typically have a 100Mbps LAN connection, while WAN connections vary between 28.8Kbps to 1Gbps (a typical WAN connection is 64Kbps)
- Servers in the datacentres are linked to a minimum of 1 Gbps of connectivity

Desktop Hardware Minimum Standards

The City of Cape Town's minimum desktop hardware specification are:

- Processor: Intel® Core™ i5-4590
- Memory: 4GB
- Chip Set: Q87 (Latest Intel AMT 9.0 with full Intel® vPro™ manageability)
- Windows operating system: Windows 7 Enterprise Edition and Windows 10 Professional Edition
- Hard Drive: 320GB HDD
- Graphics: Intel HD 4600
- Memory Slots: 2

Further Compulsory Standards

The following minimum IT Architectural Standards MUST be complied with:

1. IP protocol only on the network
2. The use of Secure Transport Layer Security (TLS) version 1.2 between all application components

3. Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
4. Separate database and application server architecture.
5. ODBC or OLEDB connections between applications and databases
6. Full relational database design, using stored procedures.
7. All DLLs must be wrapped as COM+ objects (preferably written in .NET)
8. Minimum .Net Framework to be used version 4.7.1 in order to fully support TLS version 1.2
9. Scheduled events via DTS on SQL Server.
10. Application security (i.e. user accounts) at the application or database level (not at the OS level)
11. Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only)
12. Solution must function within a Microsoft Managed Environment
13. PC thick clients must not function requiring administrative rights
14. PC Thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked down managed pc's
15. Solution interfaces with SAP must be SAP architectural compliant (preferably certified)
16. All confidential data must be encrypted and comply with POPIA/GDPR standards where required.
17. No direct connections to the internet will be permitted - in the case where a web application needs access to the internet it will only be permitted via an HTTP proxy
18. Outbound connections through proxy only allowed on HTTP and HTTPS ports 80 and 443
19. Webserver (Tomcat/Apache) must have as have all vendor provided security patches to known CVEs applied

Further Preferred Standards

The following IT ARCHITECTURAL standards are preferred:

1. Application Solutions hosted on Microsoft Platforms
2. Web applications rather than thick client/server applications
3. If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI)
4. Application architecture to be modular, and N-tiered
5. Version control to be used for all application layers, and release management to include detailed release notes
6. The ability to co-exist with other 3rd party applications on the same hardware.
7. 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
8. Hardware, Application, Data, Web services and any form of license verification and authentication must be hosted and conducted On Premises

Further Non-Supported Standards

The following IT ARCHITECTURAL standards are EXPLICITLY NOT SUPPORTED:

1. Active X Controls – the managed desktop environment does not permit these.
2. Mapped Network Drives or UNC paths between workstations and application servers
3. Mapped Network Drives between application/web/database servers
4. Mapped Network Drives or UNC paths between workstations
5. IP addressing - use DNS addressing instead
6. Application and database on the same server
7. Microsoft Access developed applications local or on a server
8. Applications written in such a manner whereby usernames and password are embedded in the application code
9. Thin client solutions such RDS and Terminal Server.

SECTION B. ARCHITECTURAL AND TECHNICAL QUESTIONS

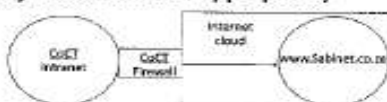
The intention of the questions listed below is to enable the City's Information Systems & Technology department to gauge the architectural alignment of proposed systems.

Technical Architecture and Platforms

- a) Provide a system diagram (show servers, workstations and network topology)



- b) Provide an application Architecture diagram (show application modules and databases) (the above two diagrams may be combined if appropriate)



- c) Briefly describe your architecture (where applicable) in terms of the points below:

1. 2 tier Client/Server (via ODBC/OLEDB)	N/A - Responsive Design Web Application hosted in the cloud
3 Tier Client/Server (via ODBC/OLEDB)	N/A - Responsive Design Web Application hosted in the cloud

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A combination of the above if applicable	N/A - Responsive Design Web Application hosted in the cloud
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b) Describe the client type (Please note: The city runs Windows 7/8/10 64-bit version on their workstations)

I. Web (Preferred)	Any Web Browser listed on our website - the preferred are Chrome Microsoft Edge, Firefox, Safari and a PDF document viewer like ADOBE to view downloaded documents
II. Thick (e.g. 64 bit executable/other)	N/A - Responsive Design Web Application hosted in the cloud
III. A combination of the above if	N/A - Responsive Design Web Application hosted in the cloud

c) If thick client, is any framework required and which minimum version (e.g. .NET 4.0)?

N/A - Responsive Design Web Application hosted in the cloud

d) Specify any middleware used or required.

N/A - Responsive Design Web Application hosted in the cloud, note if documents will be downloaded ADOBE Acrobat is needed

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- e) Specify any Document Management functionality provided or required.

N/A - Responsive Design Web Application
hosted in the cloud

Integration and Interfaces

For each sub-heading, where applicable, briefly describe/comment on how your system will integrate/interface

- a) Provide data flow diagram (show the flow of data through the system)

API access to subscribed resources

- b) Provide data fields

Each subscribed database has its own unique data fields

- c) SAP

I. Type of interface used? (batch/middleware/API)	NA
II. Which open standards do you comply with? (xml, flat file)	NA
III. Please furnish your SAP certificate of approval if you have one.	NA

- d) Microsoft Exchange

I. Email Notifications	No local changes are required to enable e-mail notifications
II. Other	

- e) Web hosting

I. Web Services	All Sabinet services are cloud hosted, no local hosting
II. Page Wrapping	Wrapping are controlled in the web browser
III. API	Yes available to all subscribed services and databases

- f) ESRI GIS

I. Which ESRI modules you will be using?	NA
II. Which ESRI interfaces you will be using?	NA
III. If you are not using ESRI modules, please describe the alternative GIS you are proposing?	NA

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- g) Other corporate IT systems (DMS, RMS, GIS, RightFAX, Cash Receipting etc.)

Records and documents can be exported or e-mailed and imported in various formats in other system you may use.

Bandwidth Implications

- a) Bandwidth implications for application end-users (i.e. what would the performance for users at a remote site with a 64kbps network connection be like?)

The minimum requirement for users to access the system would be Internet access through an unsaturated connection of 1Mbps. Users making use of a 1st tier ISP should have no problems provided the network is well managed

- b) Is any data synchronisation required between a locally hosted and remotely hosted database (or file repository) as part of normal operations?

The system is based on the AWS Ecosystem and uses all the replication and disaster recovery and redundancy of the cloud environment

- c) Briefly describe the expected LAN/WAN/Internet impact of this system.

The impact would be similar to any other online catalogue accessed through the internet. Digital object downloads varies in size and may have different download times and speed.

- d) Bandwidth implications for devices hosted on the network for end-users (i.e. biometric time and attendance clocking devices at a remote site with a 64kbps network connection)

There should be no impact as the service would follow the required route to access the services. There are also no provision for the integration of any functions such as biometric services to our platform.

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Security

a) Are any specific TCP/IP ports required to be opened - specify?

If you restrict access to the internet for your staff, then access will have to be opened on either the local proxy server, or on your local firewall to access port 443 (HTTPS) to the following addresses:
<https://discover.sabinet.co.za>
<https://journals.co.za>

b) Are there any special routing requirements?

No

c) What network protocols are used?

TCP access to port 443 (HTTPS)

d) Is there any encryption of data used? Explain

The connection to our services is encrypted using SSL, but this is handled by the web browser

e) Briefly describe the type of user authentication used, i.e. OS level, network directory level, database level or application level.

Application level authentication using various state of the art AWS backend services like Cognito. In addition federation access are also available through services such as Open Athens, SAFFIRE and Shibboleth.

f) Briefly describe the user roles and profiles.

User roles and permissions are based on the subscribed titles and databases and primary governs access to these subscribed resources. Users can also define a personal profile for some added personalized profile customizations like saved searches and alerts.

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Deployment / Technical Support

- a) Briefly outline the level of involvement required from the City of Cape Town's IS&T dept, differentiating between the implementation and operational phases.

All Sabinet services are cloud based and require a working system connected to the internet with an updated web browser

- b) Briefly describe the expected roles and responsibilities required for the above.

N/A

- c) Briefly describe your plan for facilitating any skills transfer between your technical personnel and the CoCT IS&T dept. personnel (mention things like training courses, one-on-ones, tutorials etc.) for the above.

The only training that might be required will be from an enduser perspective. Sabinet provide free training to all users to ensure they derive maximum value from the services

- d) Do you intend to monitor the system remotely as part of the support? If so, describe how

No remote monitoring is required. You will only be responsible to provide stable internet access

Licencing and Support agreements

- a) Describe the software licencing model

N/A

- b) Describe the envisaged hardware and software maintenance and support arrangements.

N/A

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Backups & Disaster Recovery (IT Continuity planning)

a) Briefly outline your plan for backups

All our systems are cloud based so there are no need for backups from a customer side.

b) Briefly outline your plan for Disaster Recovery (IT continuity Planning)

We rely on the AWS cloud redundancy and health practices to ensure continuity in services

SECTION C FURTHER REQUIREMENTS SPECIFIC TO THIS TENDER

The purpose of this section is to specify further IT requirements specific to the nature of this tender. This section is to be completed by the IS&T staff supporting this tender as well as the business tender owner.

N/A

3. The program to include the following:

- 3.1. Unlimited access to users of the intranet, with the additional facility that selected users of the Intranet can be barred from accessing the publications. The same subscriptions must be available on the Internet.
- 3.2. The City's Information System & Technology department will not allow automatic upload to the City's network therefore a CD update must be provided to the City representative from Legal department within a week after it has been updated on your site.
- 3.3. New publications be available as they are published.
- 3.4. The provision of the publication on the CD's for use by computers not connected to the intranet on request.
- 3.5. An indication of the maximum projected increases in subscription fees for the next three years.
- 3.6. Training of the users of the product and in-house training personnel.
- 3.7. Access to the customer service of the services provider for technical assistance on the intranet and internet solution.

SECTION A: Legal Publications

3. The list of publications to contain the following:

3.1. ITEM 1 – South Africa case law

- 3.1.1. South African law reports or All South African reports
- 3.1.2. Constitutional law reports
- 3.1.3. Judgements on line (unreported cases on law reports of the service provider)

3.2. ITEM 2 – South African National & Regional Legislation

- 3.2.1. Statutes of the Republic of South Africa
- 3.2.2. Provincial legislation – Western Cape

3.3. ITEM 3 – Government Gazettes

- 3.3.1. Government Gazettes (1994 to date) *

3.4. ITEM 4 – South African Electronic Publications (SAE)

- 3.4.1. South African Law Journals

3.5. ITEM 5 – Labour Law

- 3.5.1. Employment Equity Law
- 3.5.2. Employment Law Journal
- 3.5.3. Explaining the Occupational Health and Safety Act
- 3.5.4. South African Labour Law Reports
- 3.5.5. Arbitration Awards

3.6. ITEM 6 – Environmental Law

- 3.6.1. Environmental Management in South Africa

3.7. ITEM 7 – Civil Procedure

- 3.7.1. Civil Procedure (Superior Courts)
- 3.7.2. Civil Procedure (Magistrates Courts)
- 3.7.3. Amlers precedents of pleadings

3.8. ITEM 8 – Criminal Procedure

- 3.8.1. Criminal law and procedure

3.9. ITEM 9 – Motor Law

- 3.9.1. Road Traffic and Transportation
- 3.9.2. Motor Vehicle Accident

3.10. ITEM 10 – Corporate law & Governance

- 3.10.1. King Report on Corporate Governance
- 3.10.2. Black Economic Empowerment

3.11. ITEM 11 – Legal Index and Dictionary

- 3.11.1. Index and noter up to the SA Law repots and all SA Law reports and subject index
- 3.11.2. Dictionary of legal words and phrases

3.12. ITEM 12 – Law of Property

- 3.12.1. Property law digest
- 3.12.2. Silberberg and Schoeman's Law of property

3.13. ITEM 13 – Law of Contract

- 3.13.1. Christie – law of contracts in South Africa
- 3.13.2. Forms and precedents

3.14. ITEM 14 – Legal Citator

- 3.14.1. Case Detail Search

3.15. ITEM 15 – Parliamentary Monitoring Service

- 3.15.1. Bill Tracker & Policy Documents

3.16. ITEM 16 – Municipal Bylaws

- 3.16.1. (Gauteng, KZN, Western Cape)

3.17. ITEM 17 – De Rebus – SA Attorneys Journal

- 3.17.1. De Rebus – SA Attorneys Journal

3.18. ITEM 18 – Law of South Africa

- 3.18.1. Law of South Africa

SECTION B: List of legislation and legal publications required in loose leaf format inclusive of supplying the relevant updates

4. The list of updates to contain the following:

4.1. ITEM 1 – Laws of South Africa (LAWSA)

- 4.1.1. LAWSA (34 Vols) Latest Volumes – **ISBN 060LAWSARESYS**
- 4.1.2. Current Law (12 parts per annum) – **ISBN 060CURRLAWSYS**

4.2. ITEM 2 - Legislation

- 4.2.1. Statutes of South Africa Bound Ed 2016 (8 vols) Latest Volumes and Editions – **ISBN SOSA**
- 4.2.2. Statutes of South Africa (40 vols) Latest Volumes - **ISBN 060STATPVTSYS**

4.3. ITEM 3 – Law Reports

- 5.3.1. Arbitration Law Reports (12 parts per annum) – **ISBN 210BALR21ISYS/ARBFULLSETSYS**
- 5.3.2. The South African Law Report – **ISBN SALRU**
- 5.3.3. Butterworths Law Report: Constitutional Law – **ISBN BCLROOOFULLSET/9780639012353/020OBCLR20INSYS**
- 5.3.4. Butterworths Law Report: Arbitration Awards – **ISBN 1463-0842**

4.4. ITEM 4 - Butterworths Forms and Precedents (BF&P)

- 4.4.1. Butterworths Forms and Precedents 27 Vol set (Latest volumes) – **ISBN 060BF0PSETSYS**

4.5. ITEM 5 – Advertising Law

- 4.5.1. Advertising Standards Authority Precedent Manual (4 vol) Latest Volumes – **ISBN 010ASAADVESYS**
- 4.5.2. Advertising Standards Authority Code of Advertising Practice and Procedural Guide – **ISBN 060CODEADVSYS**

4.6. ITEM 6 – Civil Procedure

- 4.6.1. Civil Procedure in the Magistrates' Courts (2 binders) Latest – **ISBN 060CIVOMAGSYS**
- 4.6.2. Civil Procedure in the Superior Courts (2 binders) Latest – **ISBN 060CIVPSUPSYS**
- 4.6.3. High Court Motion Procedure: A Practical Guide (1 binder) Latest – **ISBN 070MOTIONCSYS**
- 4.6.4. Law of Costs (2 binders) Latest – **ISBN 060LAWCOSTSYS**
- 4.6.5. Prescription in South African Law (1 binder) Latest – **ISBN 060OPRESCSLSYS**
- 4.6.6. Summary Judgements: A Practical Guide (1 binder) – **ISBN 060SUMMJUDSYS**
- 4.6.7. Butterworths Legislation Service Magistrates' Courts (2 binders) Latest – **ISBN 060BLSMAGISYS**
- 4.6.8. Butterworths Legislation Service Superior' Courts Latest – **ISBN 060BLSSUPRSYS**
- 4.6.9. Erasmus Superior Court Practice (Volume 1) Latest Edition – **ISBN 9781485108252**
- 4.6.10. Erasmus Superior Court Practice (Volume 2) Latest Edition – **ISBN 9781485108269**
- 4.6.11. Erasmus Superior Court Practice (Volume 3) Latest Edition – **ISBN 9781485108016**
- 4.6.12. Erasmus Superior Court Practice (Volumes 1 - 3) Latest Edition – **ISBN SCPFULLPACK**
- 4.6.13. Herbstein & Van Winsen: The Civil Practice of the High Courts & Supreme Court of Appeal of South Africa (includes supplementary material on CD) (Latest Edition) – **ISBN 9780702179334**
- 4.6.14. Jones & Buckle The Civil Practice of the Magistrates' Courts in South Africa (Volume I: The Act) (Latest Edition) – **ISBN 9780702194436**
- 4.6.15. Jones & Buckle The Civil Practice of the Magistrates' Courts in South Africa (Volume II: The Rules) (Latest Volumes) – **ISBN 9780702186073**
- 4.6.16. Jones & Buckle The Civil Practice of the Magistrates' Courts in South Africa (Volumes I & II)

Latest Volumes – **ISBN 9780702142413 (CPMCS0001)**

4.7. **ITEM 7 – Commercial Law**

- 4.7.1. A Step – by – Step Guide to Providing Access to Information Latest – **ISBN 060PROMACCSYS**
- 4.7.2. Butterworths Business Contract Compendium (7 binders) latest – **ISBN 060BUSCONTSYS**
- 4.7.3. Close Corporations and Companies Services (2 binders) latest – **ISBN 060CLOSECOSYS**
- 4.7.4. Companies Legislation Service (2 binders) Latest – **ISBN 110COMPLEGSYS**
- 4.7.5. Henochsberg on the Close Corporations Act Latest – **ISBN 060HENOCLOSYS**
- 4.7.6. Henochsberg on the Companies Act 71 of 2008 (2 binders) Latest – **ISBN 110HENCOV3SYS**
- 4.7.7. Butterworths Forms and Precedents Commercial Transactions Vol 1 6 (6 binders) Latest – **ISBN 060BFPCTRLSYS**
- 4.7.8. Butterworth Forms and Precedents Companies Vol 1 -3 (3 binders) Latest – **ISBN 060BFPCOMPSYS**
- 4.7.9. Black Economic Empowerment: Commentary, Legislation and Charters (published since 2005) Latest Edition – **ISBN 0702171026-PACK**
- 4.7.10. Commentary on the Companies Act (published since 2003) Latest Edition – **ISBN 9780702155833**

4.8. **ITEM 8 – Competition Law**

- 4.8.1. Competition Law of South Africa (2 binders) Latest – **ISBN 060COMPLAWSYS**

4.9. **ITEM 9 – Constitutional Law**

- 4.9.1. Bill of Rights Compendium (2 binders) Latest – **ISBN 060BILLRIGSYS**
- 4.9.2. South African Constitutional Law: The Bill of Rights (1 binder) Latest – **ISBN 060SACONLASYS**
- 4.9.3. Butterworth Legislation Service Constitutional Court – **ISBN 060BLSCONSSYS**
- 4.9.4. Constitutional Legislation Service (6 binders) Latest – **ISBN 060CONSLEGSYS**
- 4.9.5. Constitutional Law Rep – **ISBN 160BCLR16NSYS**

4.10. **ITEM 10 – Construction Law**

- 4.10.1. Butter Legislation Service National Building Regulations – **ISBN 060BLSNATBSYS**

4.11. **ITEM 11 – Consumer Law**

- 4.11.1. Guide to the National Credit Act (1 binder) Latest – **ISBN 080GDENATCSYS**
- 4.11.2. Butterworths Legislation Service National Credit – **ISBN 060BLSNCRESYS**
- 4.11.3. Commentary on the Consumer Protection Act (published since 2014) – **ISBN 9781485101499**

4.12. **ITEM 12 – Contract Law**

- 4.12.1. Agreements in Restraint of Trade in South African Law (1 binder) Latest – **ISBN 060AGRERESSYS**

4.13. **ITEM 13 – Criminal Law and Procedure**

- 4.13.1. Criminal Procedure in the Magistrate's Court Latest – **ISBN 060CRIMPROSYS**

4.14. **ITEM 14 – Dictionaries and Diaries**

- 4.14.1. Dictionary of Legal Words and Phrases (4 binders) Latest – **ISBN 060DICTLEGSYS**

4.15. ITEM 15 – Environmental Law

4.15.1. Environmental Law in South Africa Latest – **ISBN 120ENVIROLSYS**

4.16. ITEM 16 - Evidence

4.16.1. Law of evidence 2 Media – **ISBN 060LAWVIDSYS**

4.17. ITEM 17 – Insolvency Law

4.17.1. Insolvency Law and its Operation in Winding-up (2 binders) Latest – **ISBN 060INSOLVESYS**

4.17.2. South African Insolvency Law Through the Cases (1 binder) – **ISBN 080INSOLCASYS**

4.17.3. Butterworths Legislation Service Insolvency – **ISBN 060BLSINSOSYS**

4.18. ITEM 18 – Intellectual Property

4.18.1. South African Law of Trade Marks (1 binder) Latest – **ISBN 060SALAWTRSYS**

4.18.2. Butterworths Forms and Precedents Intell Prop (Vol 1-2) (2 binders) Latest – **ISBN 060BFPINTESYS**

4.19. ITEM 19 – Labour Law

4.19.1. Basic Conditions of Employment & Employment Equity Act – bilingual Lex Patria (4 binders) Latest – **ISBN 060BASICCOSYS**

4.19.2. Employment Equity Law (1 binder) Latest – **ISBN 060EMPEQUISYS**

4.19.3. Labour Law Rep – **ISBN 160BLLR16NSYS**

4.19.4. Labour Law Through the Cases (2 binders) Latest – **ISBN 060LABOLAWSYS**

4.19.5. Labour Legislation Service (6 binders) Latest – **ISBN 060BUTTLABSYS**

4.19.6. Labour Relations Act – bilingual Lex Patria (3 binders) Latest – **ISBN 060LABOURRSYS**

4.19.7. Principles and Practice of Labour Law (2 binders) Latest – **ISBN 060PRINPRASYS**

4.19.8. Butterworths Legislation Service Labour Relations (2 binders) Latest – **ISBN 060BLALABOSYS**

4.19.9. Butterworths Forms and Precedents Employment Vol 1-4 (4 binders) Latest – **ISBN 060BFPEMPLSYS**

5.19.10. Rules of the CCMA and Labour Courts (Latest Edition) – **ISBN 9780639005447**

5.19.11. South African Labour Law Main Volume – **ISBN 9780702132643**

5.19.12. Labour Relations Handbooks MV – **ISBN 9780702123016**

4.20. ITEM 20 – Local and Provincial Government

4.20.1. Local Government Law of South Africa (1 binder) Latest – **ISBN 060LOGGOVTSYS**

4.21. ITEM 21 – Motor Law

4.21.1. Road Traffic and Road Transport Legislation 5 Vol Set (7 binders) Latest – **ISBN 060ROADTRMSYS**

4.21.2. Road Accident Fund Practitioner's Guide – **ISBN 090RAFPRAGSYS**

4.21.3. Butterworths Legislation Services Road Accident Fund – **ISBN 060BLSRAFUSYS**

4.21.4. Butterworths Legislation Service Road Transportation – **ISBN 060BLSRDTRSYS**

4.22. ITEM 22 – Occupational Health and safety

4.22.1. Occupational Health and Safety Act with Regulations (Lex Patria) (4 binders) – **ISBN 9780702132650**

4.23. ITEM 23 – Pension Law

4.23.1. Pensions Legislation Services (2 binders) Latest – **ISBN 060PENLESESYS**

4.23.2. Butterworths Legislation Service Pensions Fund Act (2 binders) – **ISBN 060BLSPENSSYS**

4.24. ITEM 24 – Practice and Procedure

4.24.1. Consolidated Practice Directives Manual (1 binder) Latest – **ISBN 080CONSPRASYS**

4.25. ITEM 25 – Property Law

4.25.1. Consolidated Chief Registrar of Deeds' Circulars and Conference Resolutions (2 binders) Latest – **ISBN 060CHIEFDESYS**

4.25.2. Valuers' Manual Latest – **ISBN 060VALUEMASYS**

4.25.3. Butterworths Legislation Service Deeds Registries Latest – **ISBN 060BLSDEEDSYS**

4.26. ITEM 26 – Governance, Risk and Compliance

4.26.1. SAICA Companies Act 71 of 2008 AND SAICA Regulations for the Companies Act 71 of 2008 (two-volume set) (2014 – 2nd edition) Latest Volume and Edition – **ISBN 9781485106920**

4.27. ITEM 27 – Journal

4.27.1. Stellenbosch Law Review – **ISBN SLRRE**

4.27.2. The South African Law Journal – **ISBN SALJ**

4.28. ITEM 28 – Legislation Collections

4.28.1. Deeds Registries Act 47 of 1937; Sectional Titles Act 95 of 1986 & Regulations / Registrasie van Aktes Wet 47 van 1937; Wet op Deeltitels 95 van 1986 & Regulasies (2015 - 6th edition) – **ISBN 9781485109099**

4.29. ITEM 29 – e-publications

4.29.1. Commentary on the Companies Act (Blackman) (M Blackman, R Jooste, G K Everingham, Y L Yeats, F H I Cassim, R de la Harpe; with contributions from M Larkin, C H Rademeyer), Annual subscription

4.29.2. Labour Library, Annual Subscription

4.29.3. South African Law Reports, The (1947 to date), Annual subscription

4.30. ITEM 30 - Legalbrief Publication

4.30.1. Legalbrief Today, Annual subscription

4.30.2. Legalbrief Environmental, Annual subscription

4.31. ITEM 31 – Legislation Pocketbooks

4.31.1. Magistrates' Courts Act No. 32 of 1944 and Rules and Small Claims Courts Act No. 61 of 1984 and Rules Latest Edition – **ISBN 9781485136460**

4.31.2. Superior Courts Act No. 10 of 2013 and Rules Latest Edition – **ISBN 9781485136453**

4.31.3. Local Government Law Handbook Series: Statutory Management Processes Latest Edition – **ISBN 9780409057829**

4.31.4. Disaster Management Act No. 57 of 2002 Latest Edition – **ISBN 9781485136934**

4.31.5. Local Government: Municipal Systems Act No. 32 of 2000 and Regulations Latest Edition – **ISBN 9781485136477**

4.31.6. Traditional Leadership and Governance Framework Act No. 41 of 2003 & Regulation Latest Edition – **ISBN 9781485137047**

4.31.7. Local Government Law Handbook Series: Roles and Responsibilities Latest Edition – **ISBN 9780409054675**

4.31.8. Legal Practice Act 28 of 2014 Latest Edition – **ISBN 9781485136644**

4.31.9. Refugees Act 130 of 1998 & Rules and Regulations Latest Edition – **ISBN 9781485101345**

5.31.10. Refugees Act 130 of 1998 & Rules and Regulations AND Immigration Act 13 of 2002 & Regulations (includes forms on CD) (two-volume set) Latest Edition – **ISBN 9781485101840**

5.31.11. Immigration Act 13 of 2002 & Regulations (includes forms on CD) Latest Edition –

ISBN 9781485135234

- 5.31.12. Intergovernmental Fiscal Relations Act 97 of 1997; Intergovernmental Relations Framework Act 13 of 2005 & Related Material Latest Edition – **ISBN 9781485133360**
- 5.31.13. Local Government Library - Basic Set (four-volume set in a complimentary slipcase) Latest Edition – **ISBN BASIC LOCAL GOV LIB**
- 5.31.14. Local Government Library - Comprehensive Set (eleven-volume set in a complimentary slipcase) Latest Edition – **ISBN COMP LOCAL GOV LIB**
- 5.31.15. Local Government Municipal Finance Management Act 56 of 2003 & Regulations (includes supplementary material on CD) Latest Edition – **ISBN 9781485136378**
- 5.31.16. Local Government: Municipal Property Rates Act 6 of 2004; Municipal Fiscal Powers and Functions Act 12 of 2007 & Regulations Latest Edition – **ISBN 9781485133384**
- 5.31.17. Local Government: Municipal Structures Act 117 of 1998; Preferential Procurement Policy Framework Act 5 of 2000; Local Government: Municipal Demarcation Act 27 of 1998 & Regulations Latest Edition – **ISBN 9781485135371**
- 5.31.18. Occupational Health and Safety Act 85 of 1993 & Regulations Latest Edition – **ISBN 9781485136415**
- 5.31.19. Labour Mini-Library (six-volume set in complimentary slipcase) Latest Edition – **ISBN 9781485107750**
- 5.31.20. Labour Relations Act 66 of 1995 & CCMA Related Material Latest Edition – **ISBN 9781485136446**
- 5.31.21. Labour Relations Act, Regulations in terms of Latest Edition – **ISBN 9781485135944**
- 5.31.22. Employment Equity Act 55 of 1998 & Latest Edition – **ISBN 9781485135876**
- 5.31.23. Intellectual Property Law Latest Edition – **ISBN 9781485106418**
- 5.31.24. Patents Act 57 of 1978 & Regulations Latest Edition – **ISBN 9780702185236**
- 5.31.25. Criminal Procedure Act 51 of 1977 & Regulations Latest Edition – **ISBN 9781485135616**
- 5.31.26. Protection of Personal Information Act 4 of 2013 (2015 - 2nd edition) – **ISBN 9781485135227**
- 5.31.27. Consumer Protection Act 68 of 2008 & Rules and Regulations (includes related material on CD) Latest Edition – **ISBN 9781485134824**
- 5.31.28. Promotion of Equality and Prevention of Unfair Discrimination Act 4 of 2000; Promotion of Access to Information Act 2 of 2000; Promotion of Administrative Justice Act 3 of 2000 & Related Material Latest Edition – **ISBN 9781485135845**
- 5.31.29. Competition Act 89 of 1998 & Rules Latest Edition – **ISBN 9781485137122**
- 5.31.30. Superior Courts Act 10 of 2013 & Rules AND Magistrates' Courts Act 32 of 1944, Small Claims Courts Act 61 of 1984 & Rules (two-volume set) Latest Edition – **ISBN 9781485101796**
- 5.31.31. Basic Conditions of Employment Act No. 75 of 1997 and Regulations Latest Edition – **ISBN 9781485137726**
- 5.31.32. Skills Development Act No. 97 of 1998 and Regulations & Skills Development Levies Act No. 9 of 1999 and Regulations Latest Edition – **ISBN 9781485136330**

SECTION C: Software Application

The following software application shall form part of this tender and be tendered for and supplied as part of the Intranet/Internet Solution for the provision of Legislation and Legal Commentary adopted by the City of Cape Town:

5. The list of applications to contain the following.

5.1. ITEM 1 - Deeds Office

- 1.1.1. Searches from 1 – 500 per month
- 1.1.2. Searches from 501 – 1 000 per month
- 1.1.3. Searches from 1 001 – 1 500 per month
- 1.1.4. Searches from 1 501 – 2 500 per month
- 1.1.5. Over 2 500 searches per month

5.2. ITEM 2 - Individual/Company

- 5.2.1. Director Report
- 5.2.2. Company Report
- 5.2.3. VAT Number
- 5.2.4. Spider Search
- 5.2.5. Contact Information Search
- 5.2.6. Bank Account Verification
- 5.2.7. Home Affairs ID Verification
- 5.2.8. World Compliance
- 5.2.9. Alerts (per company / individual watch per month)

5.3. ITEM 3 - Property

- 5.3.1. WinDeed Property Report
- 5.3.2. WinDeed Database Property Search
- 5.3.3. Deeds Office Transfer (per line)
- 5.3.4. Street Address to Erf/Scheme Conversion
- 5.3.5. Erf/Scheme to Street Address Conversion
- 5.3.6. Automated Valuation Report: Full
- 5.3.7. Automated Valuation Report: Short
- 5.3.8. Map Search (accessible for 30 days)
- 5.3.9. Alerts (per property watch per month)

5.4. ITEM 4 - Documents

- 5.4.1. DOTS (Deeds Office Tracking System)
- 5.4.2. Deeds Office Document Copy (per document)
- 5.4.3. WinDeed Database Document Search
- 5.4.4. Surveyor – General Diagram (per document)
- 5.4.5. DOTS ADT (Automated Document Tracking) – 30 days of tracking, auto – renewable

5.5. ITEM 5 - Credit Bureau

- 5.5.1. TransUnion Consumer Profile
- 5.5.2. TransUnion Trace
- 5.5.3. TransUnion ID Verification
- 5.5.4. TransUnion Business Trade on File
- 5.5.5. TransUnion Business Statutory Detail on File
- 5.5.6. TransUnion Business Subject Default
- 5.5.7. TransUnion Business Principal Detail
- 5.5.8. TransUnion Business Enquiry History
- 5.5.9. TransUnion Business Bank on File

- 5.5.10. TransUnion Business Dynamic rating/SME Assessment (includes Scan on File)
- 5.5.11. TransUnion Deed on File
- 5.5.12. TransUnion Scan on File
- 5.5.13. Experian Consumer Profile
- 5.5.14. Experian Business Profile (detailed)
- 5.5.15. Compuscan Consumer Profile
- 5.5.16. Compuscan Trace
- 5.5.17. TPN (Tenant Profile Network)
- 5.5.18. XDS Consumer Profile
- 5.5.19. XDS Trace
- 5.5.20. XDS Consumer Trace
- 5.5.21. Alerts (individual watch per month)

5.6. ITEM 6 - Vehicle

- 5.6.1. TransUnion Vehicle Enquiry
- 5.6.2. Vehicle Search – Person Vehicle Ownership
- 5.6.3. Vehicle Search – Vehicle Details
- 5.6.4. Vehicle Search – Vehicle Ownership History

?? TRADE NAMES OR PROPRIETARY PRODUCTS

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

?? EMPLOYMENT OF SECURITY PERSONNEL

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

?? FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

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

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

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

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

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

CONTRACT NO.: 365S/2020/21

CONTRACT TITLE: Provision of an Intranet/Internet Database of Legislation and Legal Publications, an Online Information Search Software Application and Provision of Legislation and Legal Publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town

14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

Not Application to this tender.

CONTRACT NO.: 365S/2020/21

CONTRACT TITLE: Provision of an Intranet/Internet Database of Legislation and Legal Publications, an Online Information Search Software Application and Provision of Legislation and Legal Publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town

(14.2) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND
DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
---	---	---------------------------------------	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
¹ Documentary evidence to be provided				Total: R
				Expressed as a percentage of P* %

Signatures

Declared by
supplier to be
true and
correct:

Date:

Verified by
CCT Project
Manager:

Date:

CONTRACT NO.: 365S/2020/21

CONTRACT TITLE: Provision of an Intranet/Internet Database of Legislation and Legal Publications, an Online Information Search Software Application and Provision of Legislation and Legal Publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND
DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined
in
Schedule 4: Preference Schedule) (P*)

R

B-BBEE Status Level of Partnership/
Joint Venture (JV)/ Consortium

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by
supplier to be
true and
correct:

Date: _____

Verified by
CCT Project
Manager:

Date: _____

PART 6: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO: 365S/2020/21

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

SABINET ONLINE LTD

(Supplier/Mandatory/Company/CC Name)

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

I, [REDACTED], representing

SABINET ONLINE LTD

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

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

COID ACT Registration Number: [REDACTED]

OR Compensation Insurer: [REDACTED]

Policy No. [REDACTED]

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

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

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

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

Signed at [REDACTED] on the [REDACTED] day of July 2021

Witness

Mandatory

Signed at Cape Town on the 09 day of June 2022

Witness

for and on behalf of
City of Cape Town

PART 7: SUPPORTING SCHEDULES

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

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000 or
by email to: CPA.Request@capetown.gov.za and tanja.noland@capetown.gov.za.
prior to the month upon which the price adjustment would become effective.
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.
- 8.9 The effective date of any price increases granted will be the date on which the abovementioned documentation/claim is submitted or, by agreement between the Contractor and the City, a subsequent date on which the price increase will be effective.
- 8.10 In instances where the Contractor's price claimed is less than entitled, the lesser price will be accepted.
- 8.11 The CCT reserves the right to apply the indices available at the date of the claim submitted by the Contractor.
- 8.11 Price Adjustment Mechanism:**
- 8.11.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months from date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 months' subject to the provisions in the price schedule.
- 8.11.2 Subject to 8.11.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month. Contractors shall be entitled to claim contract price adjustment as follows:

- 8.11.3 **10%** of the **tendered** rate will remain fixed for the duration of the contract.
- 8.11.4 **90%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12th month.

From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13th month. The **end month** shall be three (3) calendar months prior to 24th month.

From start of 37th month to end 48 month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 25th month. The **end month** shall be three (3) calendar months prior to 36th month.

From start of 49th month to end 60 month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 37th month. The **end month** shall be three (3) calendar months prior to 48th month.

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

Example:

The claim will be based on the **average** between the “base month” and the “end month” **e.g.:**
 $7+6+9+6 = 28$ ($28/4$) = 7 therefore the claim will be 7%.