



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

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

TELECOMMUNICATIONS VOICE SYSTEMS SUPPORT AND PROVISIONING

MADE AND ENTERED INTO BETWEEN

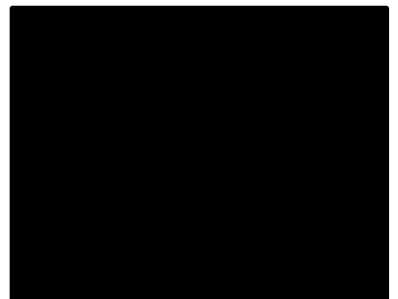
CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

DIMENSION DATA (PTY) LTD

(Registration no. [REDACTED])

Contract No 369S/2021/22



PREAMBLE

WHEREAS Tender **369S/2021/22** was awarded to **Dimension Data (Pty) Ltd** line with the SCM-Bid Adjudication Committee resolution **SCMB 82/10/22** dated **24 October 2022** for the **TELECOMMUNICATIONS VOICE SYSTEMS SUPPORT AND PROVISIONING**, from **1 July 2023 until 30 June 2033**.

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by **the Executive Director: Corporate Services** duly authorised hereto;
- 1.2. **Dimension Data (Pty) Ltd**, a private company duly registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] [REDACTED] (the "**Contractor**"), herein represented by [REDACTED] in her/his capacity as [REDACTED]

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

2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

- 2.1.1. first, the terms and conditions of the SCC;
- 2.1.2. second, the terms and conditions of the GCC;
- 2.1.3. third, Parts and Annexures to this Contract; and
- 2.1.4. fourth, any other documents incorporated by reference.

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

3. APPOINTMENT AND DURATION

3.1. The Employer hereby appoints the Contractor to perform the Scope of Work for 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 **1 July 2023 until 30 June 2033**.

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 Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 4: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 4: SPECIFICATIONS**).
- 6.2. The Contractor 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 Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 5: PRICING SCHEDULE**".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

DETAILS OF CONTRACTOR

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☒ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	Dimension Data (Pty) Ltd
Trading as (if different from above)	Dimension Data (Pty) Ltd
Company / Close Corporation registration number (if applicable)	[REDACTED]
Postal address	[REDACTED] 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] Cellular Telephone [REDACTED] E-mail: WC.CityTenders@dimensiondata.com/ james.douglas@dimensiondata.com address: juvenia.daniel@dimensiondata.com
Income tax number	[REDACTED]
VAT registration number	[REDACTED]
SARS Tax Compliance Status PIN	[REDACTED]
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	[REDACTED]
National Treasury Central Supplier Database registration number (See Conditions of Tender)	[REDACTED]

FORM OF OFFER AND ACCEPTANCE

(4) FORM OF OFFER AND ACCEPTANCE

TENDER [369S/2021/22 - Telecommunications Voice Systems Support and Provisioning]

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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)

Print name(s):

On behalf of the tenderer (duly authorised)

12 July 2022

Date

PART 1 : AGREEMENTS

**TENDER NO. 369S/2021/22: TELECOMMUNICATIONS VOICE SYSTEMS SUPPORT AND
PROVISIONING**

(TO BE FILLED IN BY THE CITY)

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 1 to 5 above;
- Part 1: Agreements
- Part 2: Special Conditions to Contract
- Part 3: General Conditions of Contract
- Part 4: Specifications
- Part 5: Pricing Schedule
- Part 6: Occupational Health and Safety Agreement.
- Part 7: Information to be provided by Contractor.

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

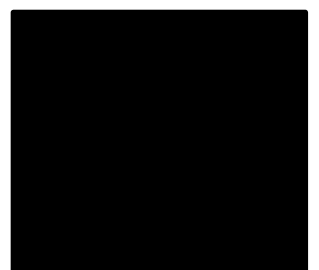
Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of 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 1 July 2023. 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.

TENDER NO. 369S/2021/22: TELECOMMUNICATIONS VOICE SYSTEMS SUPPORT AND PROVISIONING

The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	Dimension Data (Pty) Ltd
Business Registration	Not applicable	[REDACTED]
Tax number (VAT)	[REDACTED]	[REDACTED]
Physical Address	[REDACTED]	[REDACTED]
Accepted contract sum including tax	Rates Based	
Accepted contract duration	From 1 July 2023 until 30 June 2033	
Signed – who by signature hereto warrants authority	[REDACTED]	[REDACTED]
Name of signatory	[REDACTED]	[REDACTED]
Signed: Date	05 May 2023	2 MAY 2023
Signed: Location	[REDACTED]	[REDACTED]
Signed: Witness	[REDACTED]	[REDACTED]
Name of Witness	[REDACTED]	[REDACTED]



FORM OF OFFER AND ACCEPTANCE (Continued)

**TENDER NO. 369S/2021/22: TELECOMMUNICATIONS VOICE SYSTEMS SUPPORT AND
PROVISIONING**

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A 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**

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 Herzog 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

Not Applicable.

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).

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

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

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

As per returnable Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variations

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.53.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, 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.

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of 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 [

At the end of each calendar month the following penalties will be applied:

Credit % per penalty point	Total Credit % for previous calendar month	Penalty
0.25% credit	Total Credits % = Credit per penalty x total penalty points for previous month	Total Credit % to be applied against the following months invoice for the related service item. Credit to be applied as discount

Please refer to (13.11) Specifications regarding the application of penalty points.

Penalty points conditions and limitations:

- The credit % applied may not exceed the total invoice amount for the particular service item for that month.
- All penalty points will reset to zero (0) at the end of each calendar month and once applied as a credit %.
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]

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

23. Termination for default

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

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 [REDACTED]

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Protection of Personal Information

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

37. Periodic review

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.

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.: **369S/2021/22**

TENDER DESCRIPTION: **Telecommunication Voice System Support and Provisioning**

NAME OF SUPPLIER: _____

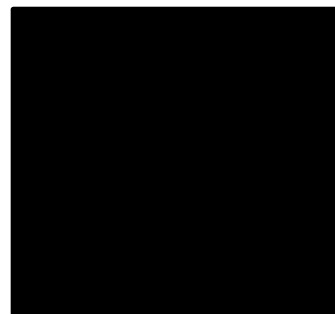
I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, 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 13.1, 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.

PART 4: SPECIFICATIONS

13.1 PURPOSE OF THIS TENDER

The city wishes to appoint bidders that will maintain, support and provide software maintenance and licensing for the city's existing IP voice system as and when needed. Furthermore, the city requires ongoing support and development of its bulk provisioning solution (TMSe) and billing solution (TMS) and will also be further developed and supported on this tender as and when needed.

13.2 SCOPE OF THIS TENDER

This tender covers the ongoing expansion, licensing, OEM support renewals, maintenance and support of the City's existing:

- IP Voice PABX
 - Cisco Broadsoft IP Voice systems
 - Voice Mail/Surgemail
- IP Voice Session Border Controller, Session/Fraud monitoring
 - Oracle Session Border Controllers
 - Oracle Communications Session Manager
 - Oracle Fraud Monitor
 - Oracle ISR
- IP Voice Firewall
 - Cisco ASA Firewall
- TMS/TMSe (Telephone Management System) development and support services

All software versions specified are at time of tender advertisement, and may not be the same at time of contract commencement.

All systems are located on City premises in an active/standby configuration across to separate locations

13.3 SCHEDULE A Table A.1 – The supply of Cisco Broadsoft or equivalent software and licenses

The city wishes to appoint bidder/s to supply the city with software, licenses, OEM renewals for the city's existing IP Voice system.

- IP Voice PABX
 - IP Voice PABX - Cisco Broadsoft IP Voice systems (version 21)
 - Voice Mail - VM/Surgemail
 - Operating System - RedHat Operating Systems (6)

The city currently has the following Cisco Broadsoft licenses:

Licence	Type	Total
Assistant - Enterprise	production	1000
Auto Attendant - Standard	production	20
Auto Attendant	production	100

BroadWorks Receptionist - Office	production	25
BroadWorks Receptionist - Small Business	production	5
Business Line	production	18200
Business Trunk	production	1000
Call Center - Agent	production	140
Call Center - Premium	production	220
Call Center - Supervisor	production	60
Call Recording	production	300
Microsoft OCS Integration	production	5000
Premium Enterprise	production	2100
Receptionist	production	15
UC Complete Add On Bundle	production	100
Unified Messaging - Fax	production	1000
Unified Messaging - Standard	production	1500
Surmail licenses	production	10000

All products and licenses tendered must be able to integrate into the existing environment seamlessly and with no disruption to the working environment with no additional integration costs for the City of Cape Town apart from the integration costs provided for in the price schedule. As part of returnable schedules (15B) tenderers must indicate that the OEM's tendered software and licenses are compatible with the city's existing IP Voices systems. Failure to provide the information or OEM tendered not being compatible and interoperable with existing city systems may deem the tenderer non-responsive.

Tenderers must have permission from the OEM to provide tendered software and licenses, tenderers to provide evidence as part of Schedule 15B.

13.4 SCHEDULE A Table A.2 – Supply of Oracle Session Border Controller and Session Manager or equivalent software and hardware

The city wishes to appoint bidder/s to supply the city with software, licenses, OEM renewals for the city's existing IP Voice supporting systems.

- IP Voice Session Border Controller and supporting systems:
 - IP Signal and Media Security (Session Border Controllers) - Oracle Session Border Controllers Acme Packet 4600 Family (x4)
 - IP Flow and SIP Messaging Monitoring - Oracle Communications Session Manager 4.3 with 4 x Oracle Probes
 - Fraud Monitor - Oracle Fraud Monitor 4.2
 - Voice Recording - Oracle ISR version 5.1

All products and licenses tendered must be able to integrate into the existing environment seamlessly and with no disruption to the working environment with no additional integration costs for the City of Cape Town apart from the integration costs provided for in the price schedule.

The city currently has the following IP Voice Support systems and licenses:

Licence	Serial/Product Number	QTY
Acme Packet 4600: model family	1751NMW003	1
Acme Packet 4600: model family	1751NMW004	1
Acme Packet 4600: model family	1751NMW005	1
Acme Packet 4600: model family	1751NMW006	1
Oracle Enterprise Session Border Controller, Advanced -Network-Wide Concurrent Session Perpetual	21589334	1500
Oracle Enterprise Session Border Controller - Network-Wide Concurrent Session Perpetual	21589334	1500
Oracle Communications Software Update License & Support – Annual Renewal for Palladion/OCOM 1Kcc		1
Oracle Communications Software Update License & Support - Annual Renewal for OCFM 1Kcc		1
CFCA Blacklist Subscription		1

All products and licenses tendered must be able to integrate into the existing environment seamlessly and with no disruption to the working environment with no additional integration costs for the City of Cape Town apart from the integration costs provided for in the price schedule. As part of returnable schedules (15B) tenderers must indicate that the OEM's tendered software and licenses are compatible with the city's existing IP Voices systems. Failure to provide the information or OEM tendered not being compatible and interoperable with existing city systems may deem the tenderer non-responsive.

Tenderers must have permission from the OEM to provide tendered software and licenses, tenderers to provide evidence as part of Schedule 15B.

13.5 SCHEDULE A Table A.3 – The Supply of Cisco ASA firewall or equivalent software and hardware

The city wishes to appoint bidder/s to supply the city with software, licenses, OEM renewals for the city's existing IP Voice firewall.

- IP Voice Firewall
 - Cisco ASA Firewall (ASA 5555-X)

All products and licenses tendered must be able to integrate into the existing environment seamlessly and with no disruption to the working environment with no additional integration costs for the City of Cape Town apart from the integration costs provided for in the price schedule.

Licence	Serial/Product Number	QTY
ASA 5555-X with FirePOWER Services, 8GE, AC, 3DES/AES, 2SSD	FGL194940V5	1

ASA 5555-X with FirePOWER Services, 8GE, AC, 3DES/AES, 2SSD	FGL194940V6	1
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All products and licenses tendered must be able to integrate into the existing environment seamlessly and with no disruption to the working environment with no additional integration costs for the City of Cape Town apart from the integration costs provided for in the price schedule. As part of returnable schedules (15B) tenderers must indicate that the OEM's tendered software and licenses are compatible with the city's existing IP Voices systems. Failure to provide the information or OEM tendered not being compatible and interoperable with existing city systems may deem the tenderer non-responsive.

Tenderers must have permission from the OEM to provide tendered software and licenses, tenderers to provide evidence as part of Schedule 15B.

13.6 IP VOICE SUPPORT SERVICES - SCHEDULE B.1.3

The City requires support services to maintain and support the existing IP voice infrastructure, i.e:

- Cisco Broadsoft v21 (including operating system – Red Hat Linux)
- Oracle Session Border Controller Acme Packet 4600 Family

The support service team will work with City staff to maintain and support the City's voice solution.

This section will define the support services scope tenderer's will need to consider this when pricing. When required, the City will order these servers up front (up to maximum of 12 months), with the intention of renewing yearly when and as when needed (ad-hoc)

13.6.1 RESOURCES

The professional on-site services team must at all-time consist of:

2 x IP Voice engineers

The IP Voice engineers must be capable, trained or certified to maintain and support Cisco Broadsoft IP Voice systems and Oracle Session Border Controller. **Tenderers must submit evidence as part Schedule 15C.**

The tenderer will make available an Account Manager and dedicated Service Delivery Manager or equivalent for the duration of the contract at no extra cost to the city. The tenderer will have a 24/7 Helpdesk that is contactable via email or telephone. The role of the service delivery manager is to primarily manager the on-site services team, ensure that service level performance agreements are met.

13.6.2 WORKING HOURS

- IP Voice engineers are expected to work 8 hours per working day for the duration of the contract
- The city may request that the engineers commence work at different starting times as

- to cater for longer operating hours, e.g.:
 - Engineer 1 7:00 – 15:00 pm
 - Engineer 2 9:00 – 17:00 pm
- Stand-by contact for non-office hours will be made available to the city to:
 - Respond to after-hours/emergency calls from the City's Telecoms Operations Centre
 - Engineer may be expected to report to office to resolve issues
- Engineers are expected to work overtime from time to time, this overtime must be included in the IP Voice Support services pricing. The city will not pay additional for additional hours for after-hours work.

13.6.3 LOCATION AND TRAVEL

- Onsite engineers will primarily be located at the City's Durbanville or Civic Centre (CBD) offices, or at the bidders own premises
- Upon contract commencement or during the contract period the city reserves the right to relocate the onsite engineers.
- The city reserves the right to allow the onsite engineers to perform their duties remotely
- On-site engineers will be required to provide their own laptops to perform their tasks
- On-site engineers are expected to travel to various other City locations using their own transportation for the purposes of but not limited to:
 - Attend meetings
 - Attend to problems and issues
- On-site engineers with the approval of the section head may be provided with remote access via 3G or VPN to access the City's Network

13.6.4 REPORTING STRUCTURE

- Engineers will report to the bidder's Service Delivery Manager (SDM)
- Engineers and SDM will report to the following IS&T Telecoms Staff:
 - SPO (Senior Professional Officer) for day to day operations
 - PPO (Principal Professional Officer) for strategic operational tasks and contractual and performance reviews
 - Head of Telecoms Applications for all management related items
- Engineers will use the City's Telecommunications Operations Centre's Helpdesk system to respond to calls and changes
- The reporting structure may change during the duration of the contract

13.6.5 FUNCTIONS AND RESPONSIBILITIES

The following items are expected to form part of the support services contract at no additional cost:

Daily

- Maintain, monitor and manage the City's Voice Platform which includes:
 - Cisco Broadsoft systems, including operating system
 - Oracle Communications Session Border Controllers
- Perform configuration changes as and when requested
- Create and update IP Phones auto provisioning profiles, responsible to make sure that IP phones supported by Broadsoft are fully functional

- Respond to email and telephonic requests
- Respond to support tickets and change control tickets logged to the City Helpdesk system
- Ensure the availability and uptime of the City's Voice Platform
- Ensure the platforms are being monitored correctly, i.e. fault and performance monitoring using the available City's tools
- Perform various other tasks related to the Voice Platform:
- Engage and assist other voice providers inside and outside of the City
- Provide assistance, guidance and on the job training to City's voice engineers
- Keep design and architecture documents up to date
- Perform and review daily system checks
- Log, manage and track support calls with vendors
- Any additional work required above operational related tasks, such as but not limited projects, upgrades and enhancements, will be considered as part of the day to day tasks. The tenderer may not charge additional hourly fees for this. It will be at City's sole discretion to request additional engineers to assist in project work at the tendered rate.
- Assist the City to expand and maintain it's IP Voice Lab environment

Bi-Weekly

- Attend Operational meetings:
 - Track and review outstanding issues
 - Track and review outstanding issues with Vendors
 - Recommend optimization and enhancement to the Voice Platform
- Report:
 - Performance and usage, including performance issues
 - Security Risks and Findings
 - Fraudulent activities

Monthly

- Perform and provide monthly system audits, system performance reports and availability reports
- Perform bi-monthly DR/failover tests that may include simulating but not limited to:
 - Voice System Failure
 - Voice Service Providers unavailability
 - Network failures

System updates, upgrades and patches

The following upgrades and patching tasks will be provided by the tenderer at no additional costs to the City, i.e. as part of the onsite professional service:

- Keep the City informed of patch releases, vulnerabilities detected, new release notes and features.
- It is the on site's responsibility to ensure that the city's IP voice systems are at a minimum on version N-1, where "N" is the Vendors/OEM latest version
- Provide detailed plans for any patches, updates etc. to be applied
- Perform unlimited critical, major and minor application security and vulnerability updates and patches

- Perform unlimited major and minor version upgrades during the contract period.
- Should the services of the Manufacturer's engineer/resources be required as part of the upgrade the number of hours must be agreed upon before commencement.

Contract Duration – Strategic

The City expects the tenderer as part of the support service contract to provide and produce the following:

- **Within the first 18 months of the contract:**
 - Perform and report a full audit of the City's voice platform for the purpose of determining security, configuration, performance, monitoring etc shortfalls.
 - Produce a plan as to how to address all shortcomings within the audit report.
 - Provide completed updated design document, including configurations, diagrams, connectivity etc of the IP voice infrastructure
 - Produce documented operational procedures for maintaining and supporting the IP voice infrastructure
 - Produce operational and re-action procedures not limited to:
 - Disaster Recovery
 - System compromise
 - System failure
 - Produce automated/manual system checks that will be performed daily, weekly etc
 - Produce plan to engage the City's TOC to improve and enhance the monitoring of the entire voice platform.
- Arrange 1 product session (per year) with the bidder and/or vendors that will cover:
 - Production updates
 - Industry trends
 - Recommendations etc.
- The city expects the onsite team perform continuous enhancements and improvements to the IP voice infrastructure.

13.7 IP VOICE SUPPORT SYSTEMS MAINTANENCE AND SUPPORT SERVICES – SCHEDULE B.1.5

The City requires a support and monitoring service (Schedule B.1.5) for its existing:

- Oracle Communications Session Manager 4.3
- Oracle Fraud Monitor 4.2
- Oracle Interactive Session Recorder version 5.1

The support service must provide the following:

- Support and maintain
- Respond to various P1 through to P5 calls
- Perform unlimited configuration changes as an when requested
- Firmware and software updates and upgrades
- Recommend design and configuration changes
- Provide and maintain documentation

The service does not require an onsite or dedicated resource.

When required, the City will order these servers up front (up to maximum of 12 months), with the intention of renewing yearly when and as when needed (ad-hoc).

13.8 IP VOICE FIREWALL SUPPORT AND MONITORING SERVICES –SCHEDULE B.1.4

The City requires a support and monitoring service (Schedule B.1.4) for its existing 2 x CISCO ASA 5555-X IP voice firewalls

The support service must provide the following:

- Support and maintain the IP firewalls
- Respond to various P1 through to P5 calls
- Perform unlimited configuration and ACL changes as and when requested
- Firmware and software updates and upgrades
- Recommend design and configuration changes
- Provide and maintain documentation

The service does not require an onsite or dedicated resource.

When required, the City will order these servers up front (up to maximum of 12 months), with the intention of renewing yearly when and as when needed (ad-hoc).

13.9 TMSe (BULK PROVISIONING) AND TMS (TELEPHONE MANAGEMENT SYSTEM)

The City owns a home grown developed TMSe and TMS system, and may require support services and for continuous improvements, support and maintenance.

- The TMSe solution integrates with Cisco Broadsoft for configuration, administration and bulk provisioning
- The TMS solution digest feeds from Cisco Broadsoft, City internet proxy servers, Mobile APN records for the purposes of billing and usage reports, and internal recharging

Both solutions are built on the following architecture principles:

- Microservices
- Domain Driven Design
- Publish Subscribe Messaging Bus
- CQRS (Command, Query Responsibility segregation)
- MVC Application Services
- JWT Token Authentication
- Distributed Analytics
- Event Sourcing
- Integration Pipelines

Both solution are built using the following frameworks:

- Microsoft .net Core 2.2
- Angular 8
- Microsoft Identity Server (.net core)
- Rabbit Mq

- Docker Containers
- Docker Swarm
- Elasticsearch
- Kibana
- Logstash
- Elastic Beat Modules (Filebeat, Metricbeat, Heartbeat, Auditbeat)
- SQL Server 2016 (High Availability)
- MongoDB
- Azure CI / CD Devops
- SQL Server Reporting Services (Scale out mode)
- SSIS
- Node js
- Nginx
- Web Services

Both solutions are using the following languages:

- C#
- Javascript
- Python
- Java
- Perl
- Linux bash scripting
- HTML 5
- CSS
- T-SQL
- NoSQL
- Golang
- Ruby

13.9.1 TMSe/TMS SUPPORT SERVICE - SCHEDULE B.1.6

The City wishes to appoint a bidder that will maintain, support and enhance the TMS/TMSe systems.

The support service must provide full a stack developer and full stack architect:

- Resources, that can work onsite or remotely.
- Unlimited hours per month for **support and maintenance only** (excludes all changes related to feature requests)
- After hour support for emergency work (P1 to P2 issues)
- 80 ad-hoc development/architect hours and 20 hours project management hours per month for enhancements and feature change requests,
 - Unused hours will accumulate month to month and will only expire at the end of a City financial year.
- Maintain design and operations procedure documentations
- Bi-weekly meetings, that will be used to track calls, new features and enhancement requests
- Within the first 18 months of the contract the bidder must:
 - Provide a full audit of the TMS/TMSe systems
 - Review the system processes and shortcomings and provide

- recommendations
 - Provide updated design and as-built document of the system/s
 - Provide a full operating procedure document that consists of but not limited to:
 - System Checks
 - System recovery
- Provide a service delivery manager or equivalent to manage the service and ensure that incident response times are adhered to.
- Perform a handover of application, systems, product knowledge, documentation and processes during the migration/transition period of this contract to the incoming tenderer/s

Tenderers must submit evidence as part of Schedule 15C that they have a minimum of two full stack developers with the necessary skills to support and enhance the TMS/TMSe system.

When required, the City will order these servers up front (up to maximum of 12 months), with the intention of renewing yearly when and as when needed (ad-hoc).

13.10 REPORTING OBLIGATIONS

Performance reviews and reporting for all schedules

- The tenderer/s and City will agree at contract commencement the date and time of monthly meetings to discuss performance review, services and operations.
- The tenderer/s will be responsible for scheduling the performance review sessions.
- The tenderer/s will be responsible for taking and distributing these minutes. Minutes must be distributed within 7 days from meeting date.

13.11 CALL LOGGING AND INCIDENT RESPONSE TIMES

At contract commencement, bidders must provide the city with its incident reporting procedure which will be used together with the City's Telecoms Service Desk.

Tenderers at the end of each month must supply the city with calls that were logged for the previous calendar month, which must include:

- Call Reference number
- Date and time on incident
- Date and time incident was acknowledged
- Date and time incident was resolved
- Duration of incident, time to resolve
- Current open calls with update to date statuses and feedback.

This can be presented at monthly review meetings.

Tenderers must adhere, at a minimum to the following response times:

Call Severity	Description	Measurement	Maximum Response	Penalty Points for maximum breach	Penalty Points (PP) for every additional time breached
P1	Complete loss of service/s, i.e. system/s down	Acknowledge and respond to call (with reference)	20 Min	4	2 PP / 10 min
		Restore Service/s	2 Hours	2	1 PP / 1 Hour
P2	Service interruption and business operations severely impacted	Acknowledge and respond to call (with reference)	20 Min	2	2 PP / 20 Min
		Restore Service/s	8 Hours	2	1 PP / 2 Hours
P3	Service interruption with min/no business impact	Acknowledge and respond to call (with reference)	1 Hour	1	1 PP / 1 Hour
		Restore Service/s	2 Days	2	1 PP / 1 Day
P4	No impact, but if not resolved may impact business, must be resolved in reasonable timeframe	Acknowledge and respond to call (with reference)	4 Hours	1	1 PP / 8 Hours
		Restore Service/s	5 Days	2	1 PP / 1 Day
P5 (No Priority)	General service request for information, no impact	Acknowledge and respond to request	1 Day	1	1 PP / 1 Day
		Respond with information	7 Days	1	1 PP / 1 Day

Call Severity	Description	Measurement	Maximum Response	Penalty Points for maximum breach	Penalty Points (PP) for every additional time breached
T1	Monthly Meeting	Distribute Monthly Meeting Minutes	7 Days	1	1 PP / 2 Days
T2	Failure to provide agreed upon reports and performance reports as per specifications in monthly meetings	Must be provided in before or presented in monthly meeting	0	1	1PP / 1 Day
T3	Failure to complete tasks as per "Contract Duration – Strategic" and TMS/TMSe deliverables within 18 months		18 Calendar Months	10	10PP / 1 Month

Day (24 hours) and hour/s refers to working days, with the exception of a P1 and P2 calls where there response times apply regardless of office or non-office hours.

Tenderers are to take note of the penalty points applied when the maximum response times are breached. The city reserves the right to extend the maximum resolution time at the city's own discretion, the city may decide not to apply any or all penalty points for individual calls at its own discretion, this may apply under certain conditions whereby the city agrees that the service disruption is beyond the tenderer's control or the tenderer has provided valid reasons and action plan to resolve issue/s. Please refer to the (22) Penalty clause under the Special conditions of contract as to how the penalty points will be applied.

13.12 CONTRACT DURATION AND MIGRATION.

It is the intention of the City of Cape Town to award this tender for a period of 10 (ten) years, subject to Section 33 of The Local Government Municipal Finance Management Act 56 of

2003 as this tender will impose financial obligations on the City for a period longer than the three (3) financial years. The tender period is initially valid for the 3- financial years thereafter the additional 7-years that is addressed in this tender document is subject to City of Cape Town's Council approval via the Section 33 process

The last 3 years (Year 8, Year 9 and Year 10) will be for the purpose of migrating (transition) the existing services from the tenderers of this contract to the new replacement contract / tenderers, known as the transition/migration period

13.13 PRICING

The city is requesting pricing over a ten (10) year period. Due to market changes and technology advancements, the city may request updated/refresher pricing from tenderers over the contract period. Furthermore during the contract period, the City may request that the 13.6 IP Voice Support Services be reduced to one 1 (one) resource and pricing be adjusted accordingly.

13.14 CANCELLATIONS

The following will apply for cancellation and termination of Schedule B services including Per Annum services

- The city will notify the tenderer 3 months in advance to terminate any services after which all costs for that service will cease. Unless the bidder is in breach of the performance levels, specifications and/or contract terms in that case notification will be 1 month after which all costs for that service will cease
- At the end of the contract period, all services will be terminated in which case the above advance notifications do not apply

13.15 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".

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'

13.16 FORMS FOR CONTRACT ADMINISTRATION

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

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

The Monthly Project Labour Report must include details of all labour (including that of sub-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.

The following is a short list of some of technologies hosted by these servers:

- Windows Server 2012 R2, 2016 /2019
- Active Directory
- Exchange 2013 DAG
- SharePoint 2013 / 2016
- Microsoft Lync 2013 / Skype for Business
- TMG / UAG
- GIS
- MS SQL 2008 / 2012 /2014
- Oracle
- Open source software

In addition to the two main data centres, the City will house medium to lower end servers at a number of its remote sites. The remote sites may cater between 20 and 500 users per site. These servers are built on the MS Windows Server 2012 R2 Hyper-V technology. A physical host may house between 2 and 4 guest virtual machines.

The following is a short list of some of technologies hosted by the "remote site" servers:

- Windows Server 2012 R2
- Active Directory
- DNS / WINS/ DHCP
- File (MS Branch Cache) and Print Services
- MS SCCM

The requirement is for new implementations taking advantage of the latest hardware offerings that are available



PART 5 : PRICING SCHEDULE

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 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Pricing using mark-up method:

In this tender, pricing requirements in (5) PRICE SCHEDULE Schedule A are defined by a mark-up percentage which will remain firm for the contract period. Tenderers must provide (for evaluation purposes only) the typical software and/or hardware OEM cost which must be derived from the city's exiting of equivalent items, as indicated in the relevant schedules to evaluate the offered mark-up percentage. Please indicate your mark-up percentage as in the mark-up column indicated in each table. Refer to the specifications for typical licences that they may be required

- **Mark-up percentage (%)** is the method where an all-inclusive mark-up percentage (%) is applied to the Base Amount. Refer to pricing instruction 5.3 as the mark-up amount must include all, margins and fees added to the Base

Amount.

- **Mark-up percentage (%)** is the mark-up amount expressed as a percentage (%) of the Base Amount by applying the formula:
 - $\text{Mark-up \%} = (\text{Mark-up amount} / \text{Base Amount}) \times 100$
- **Evaluation Price** – This is the price that will be invoiced to the City and is calculated by the formula:
 - $\text{Evaluation Price} = \text{Base Amount} + \text{Mark up.}$

- 5.9 This tender consists of two schedules, as tabulated below. Tenderers must submit bids for all schedules and complete the requested pricing schedules in all schedules in order to be considered for evaluation.

Schedule A: Supply of Software and Hardware for existing IP Voice Systems
Schedule B: Supply of IP Voice Support Services

Tenderers must supply together with the tender response, a detailed and comprehensive Recommended Retail Price Lists (OEM Price Lists) in the relevant sub-schedule in 15G - I. New OEM Recommended Retail Price Lists may be provided yearly or when the OEM pricing changes

Schedule A

Item	Description	Mark-up (%)
A.1	Supply of Cisco Broadsoft or equivalent software and licenses	16%
A.2	Supply of Oracle Session Border Controller and Session Manager or equivalent software and hardware	16%
A.3	The Supply of Cisco ASA firewall or equivalent software and hardware	16%

Schedule B

	Description	Unit	Rate / Price per Unit (ZAR excl. VAT)
A.1.1.	IP Voice platform Engineer	Per Hour	R 1 000.00
A.1.2.	Project Manager	Per Hour	R 1 300.00
A.1.3.	IP Voice support services <i>Annual amount to be provided per year, city will prorate payment for each year by dividing the supplied year amount by 12.</i>	Per Annum	R 4 296 960.00
A.1.4.	IP Voice Firewall support & monitoring services <i>Annual amount to be provided per year, city will order prorate payment for each year by dividing the supplied year amount by 12.</i>	Per Annum	R 266 000.00
A.1.5.	IP Voice Support Systems maintenance and support services	Per Annum	R 2 066 590.00

	Description	Unit	Rate / Price per Unit (ZAR excl. VAT)
	<i>Annual amount to be provided per year, city will prorate payment for each year by dividing the supplied year amount by 12.</i>		
A.1.6.	TMS/TMSe support service <i>Annual amount to be provided per year, city will prorate payment for each year by dividing the supplied year amount by 12</i>	Per annum	R 3 504 860.00
A.1.7.	Full Stack Developer (i.e. DevOps engineer, or equivalent)	Per Hour	R 1 280.00
A.1.8.	Full Stack Systems Architect	Per Hour	R 1 400.00
A.1.9.	Cisco Broadsoft or equivalent training/trainer	Per Day	R 10 000.00

PART 6- OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO: 3698/2021/22

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

DIMENSION DATA (PTY) LTD
(Supplier/Mandatar/Company/CC Name)

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

I, [REDACTED], representing

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

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

COID ACT Registration Number: [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 Act 85 of 93 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 CLAREMONT on the 2nd day of MAY 2023

Witness
Signed at [REDACTED] Cape Town

on the 05 day of May 2023

[REDACTED]
for and on behalf of
City of Cape Town

PART 7- CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION

TENDER NO: 368S/2021/22

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 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.
- 8.3 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.
- 8.4 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 Abubekr.saban@capetown.gov.za.
2 calendar months prior to the month upon which the price adjustment would become effective.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 In instances where the Contractor's price claimed is less than entitled, the lesser price will be accepted.
- 8.10 The CCT reserves the right to apply the indices available at the date of the claim submitted by the Contractor.
- 8.11 Process that will be followed:
- Contractor submits all the documentation indicated above prior to the effective date of the variation.
 - The City will consider the variation and based on the documentary evidence, the City may approve the variation.
 - Letters authorising the price variation will be communicated to the contractor indicating the effective date.
 - All purchase orders for the contracted goods shall be issued at, and the Goods supplied, invoiced and paid for at the contract unit prices approved for that period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
 - All purchase orders from the effective date will be generated at the approved contract price. Purchase orders placed prior to the effective date will not be varied.

8.12 Price Adjustment Mechanism for Schedule A - Supply of Software and Hardware for existing IP Voice Systems:

8.12.2 The Mark-up % and/or any service fees will remain firm for the duration of the contract

8.12.3 OEM yearly price increases as deemed acceptable to the CCT

8.13 Price Adjustment Mechanism for Schedule B - Supply of IP Voice Support Services:

8.13.1 The Contract Price as per GCC shall remain Firm from date of commencement of the contract till 30 June 2024 and no claims for contract price adjustment will be considered during this period subject to the provisions in the price schedule.

8.13.2 Subject to 8.13.1. Above, Contract Price Adjustment will be applicable as from commencement of the month July 2024. Contractors shall be entitled to claim contract price adjustment as follows:

8.13.3 10% of the tendered rate will remain fixed for the duration of the contract.

8.13.4 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 July 2024 to the end of the Jun 2025: 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 June 2024.

From start of July 2025 to end of the June 2026: 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 July 2024. The end month shall be three (3) calendar months prior to June 2025.

From start of July 2026 to end of the June 2027: 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 July 2025. The end month shall be three (3) calendar months prior to June 2026.

From start of July 2027 to end of the June 2028: 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 July 2026. The end month shall be three (3) calendar months prior to June 2027.

From start of July 2028 to end of the June 2029: 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 July 2027. The end month shall be three (3) calendar months prior to June 2028.

From start of July 2029 to end of the June 2030: 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 July 2028. The end month shall be three (3) calendar months prior to June 2029.

From start of July 2030 to end of the June 2031: 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 July 2029. The end month shall be three (3) calendar months prior to June 2030.

From start of July 2031 to end of the June 2032: 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 July 2030. The end month shall be three (3) calendar months prior to June 2031.

From start of July 2032 to end of the June 2033: 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 July 2031. The end month shall be three (3) calendar months prior to June 2032.

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The average CPI percentage 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.:
 $7+8+9+6 = 28$ ($28/4$) = 7 therefore the claim will be 7%.



PART 8- INFORMATION PROVIDED BY CONTRACTOR

All of the aforementioned information/documentation, as submitted/provided by the Contractor for **TENDER NO. 369S/2021/22: TELECOMMUNICATIONS VOICE SYSTEMS SUPPORT AND PROVISIONING**, are incorporated into this Memorandum of agreement by the mere reference thereof.