

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 Page 23 of 80

TENDER NO: 81S/2025/26 TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTENANCE OF AN AUDIT ELECTRONIC WORKING PAPER SOLUTION CONTRACT PERIOD: [1 JULY 2026 TO 30 JUNE 2033 (84 MONTHS) – SUBJECT TO SECTION 33 APPROVAL] MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT
--

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	IDI Technology Solutions
TRADING AS (if different from above)	Same
REGISTRATION NUMBER	[REDACTED]
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	[REDACTED]
AUTHORISED REPRESENTATIVE	[REDACTED]
CAPACITY OF AUTHORISED REPRESENTATIVE	Gm. Seler.

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

- ☐ Individual / Sole Proprietor
 ☐ Close Corporation
 ☒ Company
- ☐ Partnership or Joint Venture or Consortium
 ☐ Trust
 ☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	IDI Technology Solution
Trading as (if different from above)	Same
Company / Close Corporation registration number (if applicable)	[REDACTED]
Postal address	[REDACTED] Postal Code 2125
Physical address (Chosen Domicilium Citandi Et Executandi)	[REDACTED] Postal Code 2060
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 address: [REDACTED]
Income tax number	[REDACTED]
VAT registration number	[REDACTED]
SARS Tax Compliance Status PIN	[REDACTED]
CCT Supplier Database Registration Number (See Conditions of Tender)	[REDACTED]
National Treasury Central Supplier Database registration number (See Conditions of Tender)	[REDACTED]
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☒ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☒ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 81S/2025/26 - SUPPLY, INSTALL AND MAINTENANCE OF AN AUDIT ELECTRONIC WORKING PAPER SOLUTION

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

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

SIGNED AT Dongladale (PLACE) ON THE 29th (DAY) OF October (MONTH AND YEAR) 2025

For and on behalf of the Supplier
(Duly Authorised)

Name and Surname: Warwick Asher

Witness 1 Signature
Name and Surname: [Redacted]

Witness 2 Signature
Name and Surname: [Redacted]

INITIALS OF CCT OFFICIALS
[Redacted]

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 081S/2025/26: SUPPLY, INSTALL AND MAINTENANCE OF AN AUDIT ELECTRONIC WORKING PAPER SOLUTION

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Unless indicated otherwise in the Deviation schedule, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).



Digitally signed by Zakariya
Hoosain
Date: 2026.06.26 08:42:48
+02'00'

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Daniel

Philemon Meso

Digitally signed by
Daniel Philemon Meso
Date: 2026.06.26
09:27:05 +02'00'

Witness 1 Signature
Name and Surname:

Mark
Rossouw

Digitally signed by
Mark Rossouw
Date: 2026.06.26
09:40:33 +02'00'

Witness 2 Signature
Name and Surname:

0000050

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 81S/2025/26 - SUPPLY, INSTALL AND MAINTENANCE OF AN AUDIT ELECTRONIC WORKING PAPER SOLUTION

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

Notes:

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

1 Subject . . . CONTRACT COMMENCEMENT DATE.

Details 1 JULY 2026.

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 81S/2025/26 - SUPPLY, INSTALL AND MAINTENANCE OF AN
AUDIT ELECTRONIC WORKING PAPER SOLUTION**

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

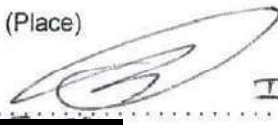
The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

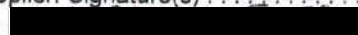
The 12th (Day)

Of June (Month)

20 26 (year)

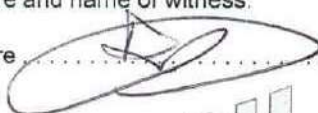
At Daugardale (Place)

For the Supplier: Signature(s) 

Name(s) 

Capacity GM. SALES

Signature and name of witness:

Signature 

Name Daniella Asher

IDI Technology Solutions

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

(Supplier/Mandatory/Company/CC Name)

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

I, IMI Technology Solutions, representing

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

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

C.O.I.D ACT Registration Number:

OR Compensation Insurer:

Policy No.:

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

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

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

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

Signed at Dugladdale on the 12th day of June 2026

Witness

Mandatory

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

Daniel

Philemon Meso

Witness

Digitally signed by Daniel
Philemon Meso
Date: 2026.06.26 09:27:37
+02'00'

for and on behalf of
CCT

Digitally signed by
Zakariya Hoosain
Date: 2026.06.17
22:07:49 +02'00'

C.4 PRICE SCHEDULE

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'

Schedule A: Initial Costs (Implementation costs)

Item No	Description	Unit of measure	Year 1
A1	Initial Software Costs, inclusive of all dependent software, all dependant software licensing costs must be included, this excludes all Microsoft software dependencies e.g. Microsoft SQL Server etc. (if applicable)	Cost of Software for the Period.	R0.
A2	Initial Licensing cost per user (60 users)	Per User	R0.
A3	Implementation Cost (if required. This must include all billable hours and the related costs inclusive of any travel cost for any premise support required (year 1) and any conversation costs from the existing Barnowl Solution (if applicable)	The initial cost to implement the software	R220,500
A4	Staff Training (During Implementation)	Per User/ Per session (Irrespective of number of users)	R90,000
A5	Software Customisation Cost (Per Hour)	Hourly Rate	R0.
Total Price for Year 1 (Sum Amount for Year 1 to be used for evaluation purposes for Sections A and B)			R310,500

Already purchased

Already purchased.

Report development + Project Management.

No customisation needed.

Schedule B: Maintenance, Support and Training

Item No	Description	Unit of measure	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
B1	Software maintenance & Support (including any after hour maintenance, if required)	Annual Cost	R867,570	954,327	1,049,760	1,154,736	1,270,209	1,397,230	1,536,953
B2	Software License Annual subscription/ renewal post year 1 (if applicable)	Per user	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Initials of City Officials

TENDER NO: 81S/2025/26

Item No	Description	Unit of measure	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
B3	Staff Training (After Go Live)	Cost of Training per user.	21,250	23,375	25,713	28,284	31,112	34,223	37,646
Total Price for Year 1 (Sum Amount for year 1 to be used for evaluation purposes for sections A and B)			888,820						

Schedule C – Additional Software Licenses over and above the 60 Licenses Requested

Item No	Description	Unit of measure	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
C1	Cost of additional user license costs (Internal Audit user – over and above the 50 licenses requested in this tender)	Cost per user (For Each year of the tender, as additional licenses may be required in the event of departmental growth)	R23,100	R25,410	R27,951	R30,746	R33,821	R37,203
C2	Additional Software maintenance & Support per license (The amount B1 will increase by in the event of additional license purchases, if applicable)	Cost per License (For each year of the tender, as additional Licenses will increase the maintenance costs)	R7,297	R8,027	R8,829	R9,712	R10,683	R11,752

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 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). Technical installations will be required to be on-site. 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.

Initials of City Officials

TENDER NO: 81S/2025/26

- 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 CCT 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 The rates provided in Schedule A should be the cost of the software to procure licenses for 60 users, the supply, installation and implementation for a electronic working paper solution, inclusive of all licences at the date of implementation or in the future. Costs must include staff training.
- 5.9 The rates (which includes after hours work) set out in the table below (Schedule B) are for the, maintenance, change management, training and support of the electronic working paper solution, including software patching, for the duration of the contract, potential full reinstallation of the system in the event of server failure or operating system upgrades, as well as Disaster Recovery failover testing and supporting failovers disaster recovery environment. The tenderer must supply yearly rates for all seven years of the tender.
- 5.10 Any Microsoft related server software will be covered by existing CCT tenders, where applicable. Any licensing related to dependent software must be covered in the cost of your solution and become the property of the CCT, for example, Oracle database software, Oracle JDK etc.
- 5.11 The tenderer must ensure that their software is fully compliant with Microsoft Standards at all times, at the tenderers expense, for example Desktop operating system upgrades/updates. This includes server related operating systems upgrades.
- 5.12 Any City owned data in possession of the successful tenderer must be destroyed at the conclusion of the contract, with evidence or confirmation of destruction provided to the City.
- 5.13 Reference to Schedule C, additional licencing, The amount B1 will increase by in the event of additional licenses been procured.
- 5.14 The vendor should ensure that software versions of the Disaster Recovery failover site is on the same version as the active production at all times.

INITIALS OF CCT
OFFICIALS

C.5 SPECIFICATION(S)

1. INTRODUCTION

The City of Cape Town currently uses the BarnOwl Internal Audit module to document audit working papers and the BarnOwl Risk Module to track the implementation statuses of all recommendations/agreed actions raised during the course of audits within the Internal Audit Department.

2. OVERVIEW OF THE REQUIREMENTS

The Internal Audit department requires the supply of an Audit Electronic working Paper software and maintenance and support for the period of this tender.

This would facilitate the Internal Audit process whereby allowing the:

- a. Creation of a risk based audit plan;
- b. Scheduling of the audits and the allocation of resources to these audits on the plan;
- c. Documenting the audit procedures and the results of testing and any findings raised in a secure environment;
- d. Review of audit work performed;
- e. Generation of audit reports;
- f. Monitoring of the status of recommendations/agreed actions;
- g. The following up of previous audit findings at the recommendation/agreed actions level; and
- h. The function to evaluate other providers of assurance and advisory services (Combined Assurance)

3. AUDIT ELECTRONIC WORKING PAPER SOLUTION CAPABILITIES

The audit electronic working paper solution should, at a minimum, be able to conform/perform the following:

- a. An on-premise hosted solution that is able to run on a clustered Microsoft Windows 2019 server or above with IIS as a web server and using Microsoft SQL 2022 or higher as a backend database (Must be able to be hosted within the City's Data Centres);
- b. Supports the encryption of audit working papers with at least AES-256 (Advanced Encryption Standard);
- c. User management facility that integrates with Microsoft Active Directory which manages user access and user privileges to the various audit files. This facility must also allow for the assignment of the responsible managers and team leads to the various projects;
- d. Integrate fully with Microsoft Office 365. User must be able to open or export/import audit procedures or working papers into a Microsoft Word or Excel document or Excel macro enabled document);
- e. Fully compatible with Microsoft Edge web browser and Adobe Acrobat reader DC
- f. Facilitate the sign off and review of the working papers or audit procedures within the audit file;
- g. Be able to cross reference working papers to audit procedures or findings via two way and one-way hyperlinks links;
- h. Be able to raise review notes as part of the review process;
- i. User must be able to export copies of the whole or sections of their audit file for off-line work. Users must be able to merge it back into the main database when they are back online;
- j. An advanced audit trail, which allows a record to be kept of users accessing the various audit files and which working papers, including attached excel or word files that were modified;
- k. The software should allow the audit team to revert to previous versions (roll back) of audit working papers;
- l. Recommendation/agreed action implementation status tracking with the ability to run management reports to review the implementation status of all recommendations based on dates or directorates/departments. It must also be possible to attach multiple recommendations with different action owners to one finding; and the ability to allow the process owners to update progress and status on their agreed action plans in a web enabled tracking system, without the requirement to purchase additional licenses.
- m. The software must support workflow to include automated emails that notify the appropriate

- parties regarding action plans that are nearing their target completion dates;
- n. Allow for internal review and approval (Auditee Side) of agreed actions updates before they are submitted to Internal Audit;
- o. Be able to perform follow-up audits at the agreed actions/recommendation level.
- p. Includes a combined assurance module/functionality and to assist with co-ordination of assurance providers activities as required by the Institute of Internal Auditors Global Standards.
- q. Be fully customisable to fit the City's Internal Audit/combined assurance methodology and be compliant with the Institute of Internal Auditors Global Standards.
- r. Be able to configure the City's organisational structure into the solution, that will allow Internal Audit to assign audits to the various directorates or departments within the City and be able to draw reports showing audit coverage of these directorates or departments;
- s. Creating, issuing and tracking of specific surveys/ questionnaires (with weightings) for completion by multiple assurance providers in the same directorate/ department;
- t. Automated consolidation of the responses survey/ questionnaire results for integration into the system;
- u. Ability to extract information via system generated customised reports.
- v. Ability to store templates, questionnaires, surveys in a library/ database which can be imported to engagements
- w. The functionality to capture/ update and amend details and statuses of the assurance provider activities;
- x. Ability to assign/link multiple assurance providers to the following:
 - Specific control(s);
 - Specific risk categories; and
 - Key business processes.

4. ADDITIONAL REQUIREMENTS

Additional to the audit electronic working paper solution requirements stipulated above it will also require:

- a. Installation and implementation of the audit electronic working paper solution;
- b. Training of staff to use the electronic working paper solution in all functionalities;
- c. Conversion of existing open action plans/findings for use in the newly implemented electronic working papers solution; and
- d. Ability to import the existing risk and control universe and assurance providers linked to risk universe

5. CITY OF CAPE TOWN TECHNICAL SOFTWARE SPECIFICATIONS

5.1 INTRODUCTION

The IT Architecture section serves three purposes:

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

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

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

5.2 SECTION A: GENERAL ARCHITECTURAL STANDARDS

Current City of Cape Town's Information Technology Environment

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

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

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

Technology Domain	Software Vendor	Current Standard Minimum	Status
Anti-virus software	Microsoft	Microsoft Defender for Endpoint as the minimum standard	Current
		Microsoft Defender for Servers	Current
Authorisation and Authentication	ESRI	Named User Authentication 10.7.1	Upgrading (no new requirements)
		Named User Authentication 11.3.0	Current
	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)	Current
	SAP	SAP ABAP NetWeaver Authorisation	Current
		SAP Business Objects Authentication	Current
		SAP Cloud Identity Authentication & Authorisation	Current
		SAP HANA Enterprise Authentication & Authorisation	Current
Cybersecurity, Fixed Networks Security	Citrix	Citrix NetScaler	Current
	Palo Alto	Palo Alto	Current
Database	ESRI	ArcGIS geodatabase version 10.7.1	Upgrading (no new requirements)
	Microsoft	MS SQL 2019	Current
	Open Source	MariaDB 10 (minimum)	Current
	Oracle	Oracle 19C	Current
	SAP	SAP HANA 2.0 SP03	Current
Front End Services and Endpoint computing	ESRI	ArcGIS Pro 2.92 (minimum standard)	Current
		ArcMap 10.7.1 Suite- ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Upgrading (no new requirements)
		ArcMap 11.3 Suite- ArcGIS System	Current
	Microsoft	Exchange 2016 (Email) – changing to Office 365 through the CAR Project.	Upgrading (no new requirements)
		Exchange Online	Current
		Microsoft 365	Current
		MS Edge Chromium as the minimum	Current

		standard browser		
		Office Professional Plus 2016 as the minimum standard - Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader, SharePoint Workspace	Upgrading (no new requirements)	
		Office 365	Current	
		SharePoint 2016	Upgrading (no new requirements)	
		Skype for Business 2016 - Instant Messaging, Video Conferencing (minimum standard) – changing to Teams and Office 365 over the coming years through the CAR Project.	Upgrading (no new requirements)	
		Teams	Current	
		Windows 10 64-bit Professional – changing to Windows 11 in the coming years through the CAR Project.	Upgrading (no new requirements)	
		Windows 11	Current	
		SAP	SAP GUI 8.50 (minimum standard)	Current
			SAP Netweaver 7.5	Current
Middleware / Integration	ESRI	ArcGIS API for JavaScript 3.x/4.x	Current	
		ArcGIS Desktop 10.7.1 AddIns	Current	
		ArcGIS Pro SDK AddIns	Current	
		ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Current	
		ArcObjects C# SDK 10.7.1	Upgrading (no new requirements)	
		Esri Mediator – Integration of PVC objects with SAP LUM	Current	
		Microsoft	ASP.NET, MVC Web API, WCF Web Services (WDSL & JSON/XML REST)	Current
	None	WCF	Current	
		Web API	Current	
	SAP	GEO.e – Integration of Transport assets with SAP PM and FI	Current	
GIS iSAP Portal		Current		
SAP Process Orchestration NetWeaver 7.5 (minimum standard)		Current		
Mobile field devices	Google (Open Source)	Android 10 (and above is not supported at present)	Current	
		Android 4.4.4 operating system (minimum standard)	Current	
	SAP	Agentry	Current	
		FIORI	Current	
		SAP Afaria 7 mobile management system (minimum standard)	Current	
		UI5	Current	
Non SAP Applications and Databases on VM	ESRI	ArcGIS 10.7.1	Upgrading (no new requirements)	
		ArcGIS 11.3.0	Future	
Operating System	ESRI	ArcGIS 10.7.1	Upgrading (no new	

			requirements)
		ArcGIS 11.3.0	Future
	Microsoft	Microsoft Windows Server 2019	Current
	Open Source	RedHat Enterprise Linux (RHEL) 7.5	Current
		SUSE Linux Enterprise Server 12 SP4	Current
	SAP	SUSE Linux Enterprise Server 15	Current
Portal / Web Hosting	ESRI	ArcGIS Portal Version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Current
	Microsoft	Windows 2019+ Server Running IIS 8.5 as the minimum standard	Current
	None	HTTPS	Current
	Open Source	Apache 2.4 (minimum)	Current
		Tomcat 8.5 (minimum)	Current
	SAP	SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP)	Current
		SAP Java NetWeaver Portal	Current
Program Development	ESRI	ArcGIS API for JavaScript 3.x/4.x	Current
		ArcGIS Pro SDK,	Current
		ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Current
		ArcObjects C# SDK 10.7.1	Upgrading (no new requirements)
	Microsoft	.NET Framework 4.8 (minimum standard)	Current
	None	REST	Current
		WCF and Web API Services,	Current
	Open Source	OpenJDK	Current
	Oracle (Open Source)	JavaScript	Current
	SAP	SAP ABAP NetWeaver 7.4	Current
		SAP Business Objects 4.n	Current
		SAP HANA 2.0 Enterprise Platform	Current
		Public Sector Records Management SAP NetWeaver 7.4	Current
Records Management			
Security and Business Continuity	AppViewX	AppViewX CERT+ for Non-MS certificates and lifecycle management	Current
	Cohesity / Veritas	Cohesity Alta SAAS Protection (ASP)	Current
	ESRI	ArcGIS version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Upgrading (no new requirements)
	IBM	IBM tape libraries for long term data retention	Current
	Microsoft	Defender for Office attack simulation and training	Current
		Microsoft Active Directory Certificate Services (ADCS) 2022	Current
		Microsoft Defender for Cloud	Current
		Microsoft Defender for Cloud Apps	Current
		Microsoft Purview Information Protection	Current

	Tenable	Tenable.IO (aka Tenable Vulnerability Management for WAS scans)	Current
		Tenable.SC for vulnerability management	Current
	Veritas	Veritas Flex backup appliances for disk based backups	Current
		Veritas NetBackup 10.1	Current
	Veritas / Cohesity	Veritas Access appliances for long term data retention	Current
Server Management	ESRI	ArcGIS 10.7.1	Upgrading (no new requirements)
		ArcGIS 11.3.0	Future
	Microsoft	System Centre Suite 2016	Current
	SAP	SAP Solution Manager 7.2	Current
Server Virtual Machines	IBM	IBM Power Series 10 Virtual Machine	Current
	Microsoft	Microsoft Hyper -V	Current
	Oracle	Oracle Virtualbox 5 (minimum)	Current
Supported File transfer Protocols	None	Secure File Transfer Solution (SFTP), FTPS	Current

MINIMUM NETWORK STANDARDS

The City of Cape Town's minimum standards are defined as follows:

The City's network is spread over a wide Metropolitan Area (MAN) mainly configured to run the Multi-Protocol Label Switching (MPLS) for fast data packet switching and transmission.

Desktops typically have a 100-Mbps Local Area Network (LAN) connection, while the Wide Area Network (WAN) connections vary between 1-Gbps at the access layer to 10Gbps towards the distribution and network Core Layers.

The current minimum bandwidth for a service provider leased connection is 20-Mbps and a minimum connection for a self-provided link is 1-Gbps for WAN links.

Servers in the Datacentres are linked to a minimum of 1 Gbps of connectivity and varying to 10Gbps with Data Centre distribution @ 40Gbps and the Data Core @ 400-Gbps.

MINIMUM DESKTOP HARDWARE STANDARDS

The City of Cape Town's minimum desktop hardware specifications are defined as per the table below:

Component	Standard
Processor	Intel® Core™ i5-8500
Memory	8GB
Chip Set	Q370 (Latest Intel AMT 9.0 with full Intel® vPro™ manageability)
Windows Operating System	Windows 10 Professional Edition
Hard Drive	320GB HDD
Graphics	Intel HD 4600
Memory Slots	2

MANDATORY AND COMPULSORY STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that MUST be complied with. These mandatory standards are defined as follows:

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

- Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
- Separate database and application server architecture.
- ODBC or OLEDB connections between applications and databases.
- Full relational database design, using stored procedures.
- All DLLs must be wrapped as COM+ objects (preferably written in .NET).
- Minimum requirement .Net Framework to be used version 4.7.1 in order to fully support TLS version 1.2.
- Scheduled events via DTS on SQL Server.
- Application security (i.e. user accounts) at the application or database level (not at the OS level).
- Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only).
- Solution must function within a Microsoft Managed Environment.
- PC thick clients must not function requiring administrative rights.
- PC thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked-down managed personal computers.
- Solution interfaces with SAP must be SAP architectural compliant (preferably certified).
- All confidential data must be encrypted and comply with POPIA/GDPR standards where required.
- No direct connections to the internet will be permitted. In the case where a web application needs access to the internet it will only be permitted via an HTTPS proxy.
- Outbound internet connections allowed via proxy only on HTTPS on port 443.
- Webserver Software (Tomcat/Apache etc.) must have all vendor provided security patches to known CVEs applied.
- All open source components / dependencies used by applications must comply with all/if any licensing requirements.
- Industry IT governance and best practises must be adhered to i.e. COBIT, Microsoft Technet etc.
- The City of Cape Town's IS&T password management Standard Operating Procedure to be adhered to where applicable.
- The City of Cape Town's IS&T Network Access Standard Operating Procedure to be adhered to where applicable.
- Ensure that industry best practises are followed regards to general Change and/or User Management processes.
- Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK or licensing must be provided by the service provider for licensed versions of the Java Platform.

OPTIONAL PREFERRED STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that is optional and preferred standards. These preferred standards are defined as follows:

- Application Solutions hosted on Microsoft Platforms.
- Web applications rather than thick client/server applications.

- If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI).
- Application architecture to be modular, and –tiered.
- Version control to be used for all application layers, and release management to include detailed release notes.
- The ability to co-exist with other 3rd party applications on the same hardware.
- Application solutions not hosted on Microsoft platforms but on platforms such as Linux will be reviewed and considered based on the proposal put forward and as it complies with the requirements above.
- Hardware, Application, Data, Web services and any form of license verification and authentication must be hosted and conducted On Premises.
- Java supported is per the following:
 - Primary - 100% Open JDK free version as latest as possible.
 - Tertiary - Only <1% devices to contain commercial Java flavour / Run Time (Oracle or any other commercial provider) vendor must submit as a line item e.g. Library application.
- Java supported is per the following:
 - The City of Cape Town's preference is to use the latest Open JDK free version. At present, the City of Cape Town has Open JRE xxx installed on all windows machines in the path \\\..... The tenderer must be aware that the City of Cape Town will continually update the version of Open JDK to keep its cyber security posture up to date. As a supplier you are expected to do the same and the City of Cape Town will not be liable if you fall behind our Open JRE version levels.
 - Alternately, any commercial Java / Run Time (be it Oracle or any other commercial provider) can be used, as long as the vendor provides this commercial version as part of the cost of its tender submission. The onus is on the vendor to continually update their commercial version of Java in order to ensure that the City of Cape Town keeps its cyber security posture up to date. Any negative audit findings will be for the supplier account to remedy.

UNSUPPORTED STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that are EXPLICITLY NOT SUPPORTED. These standards are defined as follows:

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

FURTHER ON-PREMISE HOSTINGS

The following points are to be consider and described in On-Premise proposals:

- Level 1 Data Centre Hosting – The lowest level of On-Premise is Environmentals and physical security provided by the City of Cape Town in its data centres.
- Level 2 Server and Storage provision – using the IS&T department's transversal tenders, equipment can be provided, installed and maintained by the City of Cape Town; alternately to be provided by yourself the Service Provider and managed as a black box environment.
- Level 3 Operating System provision - using the IS&T department's transversal tenders, selected operating systems can be provided, installed and maintained by the City of Cape Town, alternately to be provided by yourself the Service Provider and managed as a black box environment.
- Level 4 Database System provision - using the IS&T department's transversal tenders, selected database systems can be provided, installed and maintained by the City of Cape Town; alternately to be provided by yourself the Service Provider and managed as a black box environment.
- Level 5 Application System provision – to be provided by yourself as the Service Provider.
- Data Backups and Recovery – will be provide by the City of Cape Town at each level where the City of Cape Town is the provider; whatever resides in the black back box is for the Service Provider to back-up and recover.

6 FINANCIAL PROPOSAL

The financial proposal should at a minimum, provide detail of the following and its related costs to procure 60 licences of an Audit electronic working papers solution:

- a. Software Costs (The cost of the software to procure licences for 60 users)
- b. Licencing, support & maintenance (Annual costs to maintain the newly purchased licences)
- c. Staff Training (Required)
- d. Implementation Cost (if required). This must include all billable hours to implement the new solution.
- e. Conversion costs of converting the existing audit files (Barnowl) to be accessible and fully operational in the electronic working paper solution. (if required)
- f. Any related disbursements.
- g. In addition to the costs provided above, any additional license costs for process owners to be able to update their agreed action plans.
- h. The cost of additional software licenses for Internal Audit users over and above the 60 licences requested above
- i. **The tenderer must ensure that their software is fully compliant with Microsoft Standards at all times, at the tenderers cost, for example Desktop operating system upgrades/updates. This includes server related operating systems upgrades.**

NB: All required cost for the fully functional implementation of the electronic working paper solution must be included in the proposal. Refer to C4 – Pricing Schedule.

- a. Hardware required (the specifications must be suitable to run the proposed solution and have adequate storage space and processing power to manage the Internal Audit requirements and demands)

NB: It should be noted that the City reserves the right to make all hardware purchases internally through

the Information Systems & Technology (IS&T) department within the City of Cape Town or use the existing Microsoft Hyper V environment to host the electronic working paper solution and may be excluded when making the financial assessment.

7. FUNCTIONALITY PROPOSAL

The functionality proposal must include:

- a) The proposal should provide confirmation that previous audit projects executed by the Internal Audit branch will be accessible and operational in the software being provided.
- b) A proposed timeline of the roll-out plan for the installation and implementation of the solution. This should include the provision of functionality training and converting existing projects to be operational in the new solution.
- c) The City reserves the right to implement functionality at their discretion.

[] TRADE NAMES OR PROPRIETARY PRODUCTS

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

[] EMPLOYMENT OF SECURITY PERSONNEL

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

[] FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **[R 500]** 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.



C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

3. General Obligations

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

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order

has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.
- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
 - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
 - 5.8.3 The Supplier shall, and warrants that it shall:
 - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such

product, the product shall be, and be deemed in law to be, owned by the Purchaser;

- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 PERFORMANCE MONITORING

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the

Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

- 11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than [R5 million] in respect of each and every claim during the contract period.] [Not Applicable]
- 11.2.5 In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.
- 11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the Pro forma Insurance Broker's Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

- 16.1 Payment of invoices will be made:

- 16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

- 16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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

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

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.
- 16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department. [Not Applicable]

17. Prices

Add the following after clause 17.1

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not 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 obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

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

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

- 21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be the City of Cape Town reserves the right to impose a penalty of 5% of the purchase order at the time should the successful bidder not comply with the agreed timeframes below:

1. All licences must be available for activation to the City of Cape Town by the LSP within 5 working days from the date that the LSP receives payment from the City.
2. All maintenance and support must be provided to the City of Cape Town by the LSP within 5 working days from the date the support call is logged with the LSP. Should the timeframes deem not feasible, the Service Provider is required to inform the City in advance in writing

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:
- 23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 If the Parties, by mutual agreement, terminate the Contract.
- 23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).
- 23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
- 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

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

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events,

or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

TENDER NO: 81S/2025/26

Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.



C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the Parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 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 and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

The penalty for this contract shall be: The City of Cape Town reserves the right to impose a penalty of 5% of the contract value should the successful bidder not comply with the agreed timeframes below:

- a) All licences must be available for activation to the City of Cape Town by the LSP within 5 working days from the date that the LSP receives payment from the City.
- a) All maintenance and support must be provided to the City of Cape Town by the LSP within 5 working days from the date the support call is logged with the LSP.

Should the timeframes deem not feasible, the Service Provider is required to inform the City in advance in writing.

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

23. Termination for default

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

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

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

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the

supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 81S/2025/26

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

* Please see the attached 'IDI Insurance Summary'.
MR
DM JH

MA
JA

Annexure C - Pro Forma Performance Security/ Guarantee Not Applicable

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

Amount in words:

"Guaranteed Sum" means: The maximum amount of R.....

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no ...and such amendments or additions to the contract as may be agreed in writing between the Parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against

Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

- 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee /Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure D - Pro Forma Advance Payment Guarantee

Not Applicable

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the Parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the CCT has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R.....

Amount in words: *N/A*

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 3.2 Its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance

BarnOwl Quote

Governance, Risk Management, Compliance and Audit software

Prepared for: City of Cape Town

Tender No. 815/2025/26

finance.tenders@capetown.gov.za

Date:

2025/11/11

Validity:

This quotation is valid for 120 days from the above date.



BARNOWL

(Pty) Ltd
75 Malibongwe Drive
Linden Extension
2195, South Africa
PO Box 3009, Randburg,
2125, South Africa
Tel: +27 11 540 9100
Fax: +27 11 540 9110
Web: www.idi.co.za
www.barnowl.co.za

Proudly associated with:

Microsoft Partner

Gold Application Development

Are you aware?

Over 150 private and public sector organisations, both nationally and internationally, have implemented BarnOwl.

- Fully integrated enterprise risk management, internal audit and compliance solution:
 - supporting risk and control based auditing
 - ensuring that risks that matter are audited and aligned back into risk management
 - with embedded best practice methodology
- Easy to use and non-intrusive for line management
 - promoting ownership and accountability
 - providing unlimited licenses for action plans, control self assessments and surveys
 - and with email notifications, reminders and manager escalation
- Simplified capturing, managing and reporting
 - saving you significant time and administrative effort in reporting
 - graphical drill-down dashboards
 - early warning system for proactive remedial action

Price Quotation

Prepared for: City of Cape Town

Tender No. 81S/2025/26

finance.tenders@capetown.gov.za



License fee (Once Off)			
Item	No.	Per license	Total
BarnOwl Core module (already paid for)	1	R 120 000	R 0
BarnOwl Risk/Compliance Management (RM) Desktop license	0	R 25 000	R 0
BarnOwl Web license	0	R 15 000	R 0
BarnOwl Incident Management (IM) web license	0	N/A	R 0
BarnOwl Audit (IA) license (includes complimentary access to risk management module for the named Audit users) (already paid for)	60	R 30 000	R 0
BarnOwl Open license (web-based surveys, voting and action plans) - unlimited users	unlimited	Free	Free
BarnOwl Business Intelligence (BI) warehouse module (already paid for)	1	R 150 000	R 0
Total License Fee excluding VAT			R 0
Implementation fee (Once Off)			
Item	Days	Per day	Total
Project Management (lead time required - 4 to 6 weeks negotiable)	15%	R 270 000	R 40 500
Scoping of Business Processes & Outputs	0	R 15 000	R 0
Technical Installation, Setup and Testing (remote install)	0	R 15 000	R 0
Business Discovery	0	R 15 000	R 0
System Configuration	0	R 15 000	R 0
Client Configuration Document	0	R 15 000	R 0
Data Migration assistance (client to format data in BarnOwl Excel import format)	0	R 15 000	R 0
User Refresher Training (max 12 ppl per session) 1 Admin session x 0.5 day, 2 IA sessions x 2 days, 1 Combined Assurance session x 0.5 days, 2 Web sessions x 0.5 days	6	R 15 000	R 90 000
User Acceptance Testing (UAT)	0	R 15 000	R 0
Report Configuration (Word, SSRS)	12	R 15 000	R 180 000
Business Intelligence (BI) report configuration	0	R 15 000	R 0
Final UAT & sign off	0	R 15 000	R 0
Travel and Accommodation estimate (all implementations performed remotely)			R 0
Total Implementation Fee excluding VAT	18		R 310 500
TOTAL ONCE OFF FEE			R 310 500
Annual Support and Maintenance Fees			
Item	#	Per item	Total
Year 1 Annual Upgrade / License Renewal fee (period 1 Jul 2026 - 30 Jun 2027)	20%	R 519 090	R 519 090
Support and Maintenance Services (16 hours per month)	192	R 1 815	R 348 480
TOTAL ANNUAL FEE			R 867 570
SUB TOTAL (EX VAT)			R 1 178 070
VAT			R 176 711
YEAR 1 (1 Jul 2026 - 30 Jun 2027) GRAND TOTAL (INCLUDING VAT)			R 1 354 781
YEAR 2 (1 Jul 2027 - 30 Jun 2028) GRAND TOTAL (INCLUDING VAT)			R 1 097 476
YEAR 3 (1 Jul 2028 - 30 Jun 2029) GRAND TOTAL (INCLUDING VAT)			R 1 207 224
YEAR 4 (1 Jul 2029 - 30 Jun 2030) GRAND TOTAL (INCLUDING VAT)			R 1 327 946
YEAR 5 (1 Jul 2030 - 30 Jun 2031) GRAND TOTAL (INCLUDING VAT)			R 1 460 741
YEAR 6 (1 Jul 2031 - 30 Jun 2032) GRAND TOTAL (INCLUDING VAT)			R 1 606 815
YEAR 7 (1 Jul 2032 - 30 Jun 2033) GRAND TOTAL (INCLUDING VAT)			R 1 767 496
TOTAL over 7 year period (INCLUDING VAT)			R 9 822 478

PLEASE NOTE:

The Implementation fee is a fixed quote, showing indicative days per project task. Should however, the scope be extended, the implementation fees may be negotiated between both parties.

Data migration assistance is performed only for the amount of time quoted and requires content to be in the provided BarnOwl import format. Data is imported as a one-time process, importing a snapshot of the data at a specific point in time. It excludes historical records and any future changes to the data.

Report Configuration is performed only for the amount of time quoted - this is dependent on the number and/or complexity of reports that will be discussed and agreed on during the project. This will determine the number of reports that will be developed within the quoted time.

Support and Maintenance Services are at a discounted rate and paid for in advance per annum.

The quote excludes the provision of infrastructure hardware and operating software (e.g. SQL Server). The customer is responsible for the provision and maintenance of their own IT environment. Please click here to download the latest BarnOwl Minimum System Requirements - <https://barnowl.co.za/barnowl-knowledge-base/>

Payment plan for Year 1 only	
All payments are due within 30 days of invoice date	Total
Initial Payment - Annual Upgrade / License Renewal & Support Services. Invoiced on receipt of a PO.	R 867 570
Implementation Payment/s - Invoiced monthly based on the progress of project tasks.	R 310 500
Total Fee (EX VAT)	R 1 178 070
VAT	R 176 711
Year 1 Total (INCL VAT)	R 1 354 781

Proposal Confirmation

Thank you for requesting a BarnOwl quotation. IDI is pleased to submit this proposal, offering you the ultimate in integrated enterprise risk management, internal audit and compliance software. We are totally passionate and committed to serving you as a strategic partner and to delivering true value to your organisation.

Should you wish to accept this proposal please print, complete below, sign all pages and return via email or fax.

warrick@barnowl.co.za

Fax: 011 540 9110

Confirmation

I would like to place an order for the above mentioned proposal to the value of

R 9 822 478 including VAT,

for the 7 year period under IDI's standard terms and conditions.

This contract will be confirmed against the first payment as per the payment plan above.

Please complete

Signed: _____ (Duly authorised)

Name: _____

Company name: _____

Date: _____

BILLING DETAILS

Company name (if different from above) _____

Person responsible for payment _____

Contact number and email _____

Purchase order number _____

Vat number _____

Registration number _____

Physical address _____

Postal address _____

This quotation was prepared by:

Warrick Asher

Tel: +27 11 540 9100 Cell: +27 82 452 0017

warrick@barnowl.co.za

Payment Guarantee, such demand stating that:

- 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and
- 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at 28 February 2023:

1.1 National Banks

ABSA Bank Limited
Firststrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies

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

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

Not Applicable

N/A

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortia

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____ of the authorised entity _____ acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to List of Other Documents Attached by Tenderer Schedule.

Schedule F.3: Declaration for Procurement above R10 million

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

1. Are you by law required to prepare annual financial statements for auditing? **(Please mark with X)**
- | | | |
|-----|--|----|
| YES | | NO |
|-----|--|----|

If YES, submit audited annual financial statements:

- (i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

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

YES		NO
-----	--	----

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

- 2.2 If YES, provide particulars:

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

YES		NO
-----	--	----

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

YES		NO
-----	--	----

If YES, furnish particulars below

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

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

Date _____

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES
POINTS AWARDED FOR PRICE**

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

**4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING
PROCUREMENT**

POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (80/20 system)	Number of points claimed (80/20 system)
Gender	5	4
Race	5	4
Disability	3	0
Promotion of Micro and Small Enterprises	7	7

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm: [REDACTED]

5.4 Company registration number: [REDACTED]

5.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☒ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[Tick applicable box]

5.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

[REDACTED]	2025/10/31	[REDACTED]	[REDACTED]
Signature of Tenderer	Date	Name and Surname	Address

For official use.

SIGNATURE OF CCT OFFICIALS AT
TENDER OPENING

[REDACTED]

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of tenderer or his or her representative: 
- 3.2 Identity Number: 
- 3.3 Position occupied in the Company (director, trustee, shareholder²): *Employee (authorised)*
- 3.4 Company or Close Corporation Registration Number: 
- 3.5 Tax Reference Number: 
- 3.6 VAT Registration Number: 
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO** *NO*
 - 3.8.1 If yes, furnish particulars: _____
- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO** *NO*
 - 3.9.1 If yes, furnish particulars: _____
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO** *NO*
 - 3.10.1 If yes, furnish particulars: _____
- 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO** *NO*
 - 3.11.1 If yes, furnish particulars: _____
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO** *NO*
 - 3.12.1 If yes, furnish particulars: _____

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES** **(NO)**
 3.13.1 If yes, furnish particulars: _____
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES** **(NO)**
 3.14.1 If yes, furnish particulars: _____
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES** **(NO)**
 3.15.1 If yes, furnish particulars: _____
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES** **(NO)**
 3.16.1 If yes, furnish particulars: _____

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number
[REDACTED]	[REDACTED]	N/A
[REDACTED]	[REDACTED]	N/A

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

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

Signature _____

Print name _____

On behalf of the tenderer (duly authorised)

Date 2025/11/04

MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 (i) any municipal council;
 (ii) any provincial legislature; or
 (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
 (c) an official of any municipality or municipal entity;
 (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 (e) an executive member of the accounting authority of any national or provincial public entity; or
 (f) an employee of Parliament or a provincial legislature.

² Shareholder² means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	X
-----	--	----	---

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

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

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

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

YES		NO	X
-----	--	----	---

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

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

2025/11/04
 Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
2.1.1	If so, furnish particulars:		
2.2	Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
2.2.1	If so, furnish particulars:		
2.3	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No

2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
2.5.1	If so, furnish particulars:		

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

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

2025/11/04
 Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: IDI Technology Solution
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

- hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)
No offices - all employees work from home.		No.

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)
				No.
				No.

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

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

2025/11/04
Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **81S/2025/26 - SUPPLY, INSTALL AND MAINTENANCE OF AN AUDIT ELECTRONIC WORKING PAPER SOLUTION** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: [REDACTED] (Name of tenderer) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding ~~10~~ (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 or any other applicable legislation.

Signature

Print name: WARREN ASHUR

On behalf of the tenderer (duly authorised)

Date

2025/11/04

¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

[illegible]

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

2025/11/04

Date

Schedule F.11: List of Other Documents Attached By Tenderer

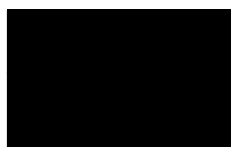
The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.	2025/11/04	 Municipal order (3 docs) TAB 13
2.	2025/11/04	CIPC + Company registration (2 docs) TAB 12
3.	2025/11/04	CSD Report + Tree Plan (2 docs) TAB 15
4.	"	FIBA 506 Distributor Letter + Authority to sign (2 docs) TAB 14
5.	"	BEE Affidavit (1 doc) TAB 16
6.	"	Barn Owl Overview (1 doc) TAB 7
7.	"	FIBA Barn Owl Implementation Plan (1 doc) TAB 8
8.	"	Min system Requirements (1 doc) TAB 9
9.	"	Cover letter (1 doc) TAB 1
10.	"	Quotation (1 doc) TAB 3
11.	"	Response to requirements (1 doc) TAB 5
12.	"	Reference 107 + 12 reference letters (13 docs) TAB 10
13.	"	Maintenance + Support services (1 doc) TAB 11
14.	"	IDI Profile (1 doc) TAB 17
15.	"	Audited Financial Statement (1 doc) TAB 18
16.	"	IDI Insurance Summary (1 doc) TAB 19
17.		

Attach additional pages if more space is required.

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

2025/11/04
 Date




Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.	27/10/2025	Tender no 0815.2025.26- Notice No. 1
2.	28/10/2025	Tender no 0815.2025.26- Notice No. 2
3.	03/11/2025	Tender no 0815.2025.26- Notice No. 3
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

Date

2025/11/04

Schedule F.13: Information to Be Provided With the Tender

The following information shall be provided with the Tender:

Complete Schedules:

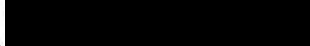
F13A - OSM Authorisation/ Accreditation; ✓

F13B - Functionality Criteria; ✓

F13C - Project Plan; ✓

F13D - Data Migration Plan; and ✓

F13E - City of Cape Town's IS&T Technical Specifications. ✓


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

2025/11/04

Date

Schedule F13A: OSM Authorisation/ Accreditation

OSM Authorisation/ Accreditation Tenderers must be authorised or accredited by the Original Software Manufacturer (OSM) or copyright holder to sell, distribute, implement and support the software solution and manage any warranty processes and escalations as and when required. Alternatively, should the authorization / accreditation be from a distributor, then a proof of authorization authorizing the distributor to resell and/or authorize others by the OSM or copyright holder, must be submitted. Tenderers are to submit, with their tender submission (attached to Schedule F13.A), proof of authority from the OSM to sell/maintain/ support the products of the OSM or copyright holder applicable. Tenderers are to submit with their tender submission, proof of authority from the OSM to sell/maintain/ support the products of the OSM or copyright holder.

OSM Accreditation or Certification	Indicate which is applicable	Section & Page Number of Returnable Documents (Proof of authority from the OSM to sell/maintain/ support the products of the OSM or copyright holder)
Original Software Manufacturer (OSM) / Owner	✓	See IDI Sole Distributors of Barn Owl Letter.
Original Software Manufacturer (OSM) or copyright holder		
Distributor for the Original Software Manufacturer (OSM) or copyright holder		

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F13B: Functionality Criteria

Criteria 1 to 8

Availability and Response time of Software Support

Criteria 1 – Proof of response time (Provide references from similar past projects where responses were addressed and achieved)

The System Demonstration: As part of the functional evaluation criteria, all Bidders are expected to demonstrate that their proposed system contains the functionality required in Criteria 2 to 8

Working Paper Sign-off:

Criteria 2 - Screenshots or Presentation showing that preparer/reviewer functionality exists in the software solution

Working Paper Referencing:

Criteria 3 – Screenshots or Presentation showing that cross reference working papers to audit procedures or findings via links functionality exists within the software

Off-line Capability

Criteria 4 – Screenshots or Presentation showing that offline functionality is available in the software

Audit Trail to enable conformance with the Global internal audit standards

Criteria 5 – Screenshots or Presentation showing the version control and audit trail functionality in the software

Recommendation status tracking to enable conformance with the Global internal audit standards

Criteria 6 – Screenshots or Presentation showing recommendation level tracking of audit findings

Customizable to comply with the Internal Audit's Methodologies

Criteria 7 – Screenshots or Presentation showing that the software is customisable to comply with Internal Audit methodologies

Survey Functionality

Criteria 10 – Screenshots or Presentation showing Survey Functionality.

The above may be provided in a single presentation showing all criteria as listed in 1 to 8 above.

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

2025/11/09
Date

Schedule F13C: Project Plan (Criteria 8)

Tenderers must provide a high level project plan to implement the proposed system. All tenderers must submit a project plan to obtain the full 5 points for functionality.

Please see the attached 'F13C Barn Owl Implementation Training Approach 2025'.

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

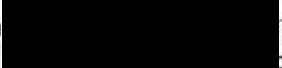
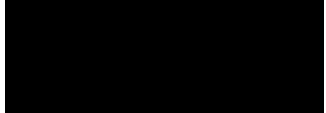
Date

2025/11/04

Schedule F13D: Data Migration (Criteria 9)

Tenderers must provide a high level plan to migrate audit existing data from Barnowl 11.6.1 to the proposed system.

Barn Owl is currently being used at CoLT
and there will be no need for data migration
Should our bid be successful.

Signature 
Print name  
On behalf  (authorised)

2025/11/04
Date

Please see pages 9 - 13 for detailed response in
 'Co CT tender 815-2025-26 - Barn Owl
 response to requirements - 31 Oct 25'

TENDER NO: 815/2025/26

Schedule F13E: City of Cape Town's IS&T Technical Specifications

The City of Cape Town's IS&T department have the following technical specifications of which the Electronic Working Paper Solution must adhere to, to function in the Microsoft environment and interface with the City's SAP environment for effective functionality:

Technology Domain	Software Vendor	Current Standard Minimum	Section & Page Number of Returnable Documents (If not applicable please indicate)
Anti-virus software	Microsoft	Microsoft Defender for Endpoint as the minimum standard	
		Microsoft Defender for Servers	
Authorisation and Authentication	ESRI	Named User Authentication 10.7.1	
		Named User Authentication 11.3.0	
	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)	
		SAP ABAP NetWeaver Authorisation	
	SAP	SAP Business Objects Authentication	
		SAP Cloud Identity Authentication & Authorisation	
		SAP HANA Enterprise Authentication & Authorisation	
Cybersecurity, Fixed Networks Security	Citrix	Citrix NetScaler	
	Palo Alto	Palo Alto	
Database	ESRI	ArcGIS geodatabase version 10.7.1	
	Microsoft	MS SQL 2019	
	Open Source	MariaDB 10 (minimum)	
	Oracle	Oracle 19C	
	SAP	SAP HANA 2.0 SP03	
Front End Services and Endpoint computing	ESRI	ArcGIS Pro 2.92 (minimum standard)	
		ArcMap 10.7.1 Suite- ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	
		ArcMap 11.3 Suite- ArcGIS System	
	Microsoft	Exchange 2016 (Email) – changing to Office 365 through the CAR Project.	
		Exchange Online	
		Microsoft 365	
		MS Edge Chromium as the minimum standard browser	
		Office Professional Plus 2016 as the minimum standard - Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader, SharePoint Workspace	
		Office 365	
		SharePoint 2016	
		Skype for Business 2016 - Instant	

		Messaging, Video Conferencing (minimum standard) – changing to Teams and Office 365 over the coming years through the CAR Project.	
		Teams	
		Windows 10 64-bit Professional – changing to Windows 11 in the coming years through the CAR Project.	
		Windows 11	
Middleware / Integration	SAP	SAP GUI 8.50 (minimum standard)	
		SAP Netweaver 7.5	
	ESRI	ArcGIS API for JavaScript 3.x/4.x	
		ArcGIS Desktop 10.7.1 AddIns	
		ArcGIS Pro SDK AddIns	
		ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	
		ArcObjects C# SDK 10.7.1	
		Esri Mediator – Integration of PVC objects with SAP LUM	
	Microsoft	ASP.NET, MVC Web API, WCF Web Services (WDSL & JSON/XML REST)	
	None	WCF	
		Web API	
	SAP	GEO.e – Integration of Transport assets with SAP PM and FI	
		GIS iSAP Portal	
		SAP Process Orchestration NetWeaver 7.5 (minimum standard)	
Mobile field devices	Google (Open Source)	Android 10 (and above is not supported at present)	
		Android 4.4.4 operating system (minimum standard)	
	SAP	Agency	
		FIORI	
		SAP Afaria 7 mobile management system (minimum standard)	
		UI5	
Non SAP Applications and Databases on VM	ESRI	ArcGIS 10.7.1	
		ArcGIS 11.3.0	
Operating System	ESRI	ArcGIS 10.7.1	
		ArcGIS 11.3.0	
	Microsoft	Microsoft Windows Server 2019	
	Open Source	RedHat Enterprise Linux (RHEL) 7.5	
		SUSE Linux Enterprise Server 12 SP4	
	SAP	SUSE Linux Enterprise Server 15	
Portal / Web Hosting	ESRI	ArcGIS Portal Version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	
	Microsoft	Windows 2019+ Server Running IIS 8.5 as the minimum standard	

TENDER NO: 815/2025/26

	None	HTTPS	
	Open Source	Apache 2.4 (minimum)	
		Tomcat 8.5 (minimum)	
	SAP	SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP)	
		SAP Java NetWeaver Portal	
Program Development	ESRI	ArcGIS API for JavaScript 3.x/4.x	
		ArcGIS Pro SDK,	
		ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	
		ArcObjects C# SDK 10.7.1	
	Microsoft	.NET Framework 4.8 (minimum standard)	
	None	REST	
		WCF and Web API Services,	
	Open Source	OpenJDK	
	Oracle (Open Source)	JavaScript	
	SAP	SAP ABAP NetWeaver 7.4	
		SAP Business Objects 4.n	
		SAP HANA 2.0 Enterprise Platform	
Public Sector Records Management SAP NetWeaver 7.4			
Records Management			
Security and Business Continuity	AppViewX	AppViewX CERT+ for Non-MS certificates and lifecycle management	
	Cohesity / Veritas	Cohesity Alta SAAS Protection (ASP)	
	ESRI	ArcGIS version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	
	IBM	IBM tape libraries for long term data retention	
	Microsoft	Defender for Office attack simulation and training	
		Microsoft Active Directory Certificate Services (ADCS) 2022	
		Microsoft Defender for Cloud	
		Microsoft Defender for Cloud Apps	
		Microsoft Purview Information Protection	
	Tenable	Tenable.IO (aka Tenable Vulnerability Management for WAS scans	
		Tenable.SC for vulnerability management	
	Veritas	Veritas Flex backup appliances for disk based backups	
		Veritas NetBackup 10.1	
	Veritas / Cohesity	Veritas Access appliances for long term data retention	
Server Management	ESRI	ArcGIS 10.7.1	
		ArcGIS 11.3.0	
	Microsoft	System Centre Suite 2016	
	SAP	SAP Solution Manager 7.2	

TENDER NO: 81S/2025/26

Server Virtual Machines	IBM	IBM Power Series 10 Virtual Machine	
	Microsoft	Microsoft Hyper -V	
	Oracle	Oracle Virtualbox 5 (minimum)	
Supported File transfer Protocols	None	Secure File Transfer Solution (SFTP), FTPS	

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

Date

ANNEXURE 'A'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

--

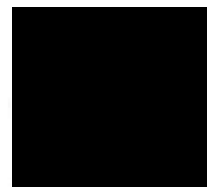
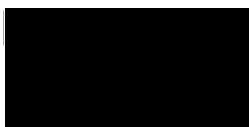
AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL: MSA.Appeals@capetown.gov.za



OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

Type text her

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

--

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL: MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM

12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

