CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

SUPPLY, INSTALLATION, TRANSITIONING, MAINTENANCE AND SUPPORT OF INTEGRATION MIDDLEWARE FOR THE CITY OF CAPE TOWN

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

JumpCO Consulting (PTY) LTD

[REGISTRATION NO. ▮▮▮▮▮▮▮▮

CONTRACT NO: 197S/2021/22

PREAMBLE

WHEREAS Tender **197S/2021/22** was awarded to **JumpCO Consulting (PTY) LTD** as the Main Service Provider **in** line with the SCM- Bid Adjudication Committee resolution **SCMB 60/11/22** dated **14 NOVEMBER 2022** for the **SUPPLY, INSTALLATION, TRANSITIONING, MAINTENANCE AND SUPPORT OF INTEGRATION MIDDLEWARE FOR THE CITY OF CAPE TOWN**, from date of commencement of contract until 30 September 2037.

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **PARTIES**

   The Parties to this Contract are:

   1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Purchaser**"), herein represented by **Director: Information System and Technology** duly authorised hereto;

   1.2. **JumpCO Consulting (PTY) LTD,** a private company duly registered in terms of the laws of the Republic of South Africa with incorporation no: █████████, with its principal place of business situated at ████████████████████ ██████████████████ (the "Supplier"), herein represented by its duly authorised representative, █████████ in his capacity as ██████████ ████████

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

2. **INTERPRETATION**

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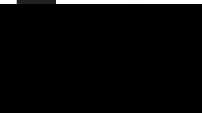
reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

2.1.1.   first, the terms and conditions of the SCC;

2.1.2.   second, the terms and conditions of the GCC;

2.1.3.   third, Parts and Annexures to this Contract; and

2.1.4.   fourth, any other documents incorporated by reference.

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

3.   APPOINTMENT AND DURATION

3.1.   The Purchaser hereby appoints the Supplier to perform the Scope of Work for the Purchaser from the Commencement Date.

3.2.   Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence **from date of commencement until 30 September 2037.**

4.   MUTUAL GOOD FAITH / CO-OPERATION

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

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

5.   OBLIGATIONS OF THE PURCHASER

5.1.   The Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 4:**

SPECIFICATIONS), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.

5.2. The Purchaser shall monitor and evaluate the Purchaser's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE SUPPLIER

6.1. The Supplier hereby agrees and undertakes to perform the Services to the Purchaser as set out in Scope of Work (**PART 4: SPECIFICATIONS**).

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

6.3. The Supplier will ensure that the Works will be of a satisfactory quality and fit for purpose.

6.4. The Supplier shall, ensure that its employees, agents, representatives, sub-Suppliers and suppliers comply with this Contract and all applicable Laws in the execution of the Works.

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

7. PRICING DATA

7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 5: PRICING SCHEDULE**".

7.2. The Supplier shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

VOLUME 2: RETURNABLE DOCUMENTS
(3) DETAILS OF TENDERER

1.1 Type of Entity   (Please tick one box)

☐ Individual / Sole Proprietor   ☐ Close Corporation   ☑ Company

☐ Partnership or Joint Venture or   ☐ Trust   ☐ Other: ….…….......…….…….……….
Consortium

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

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

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(4) FORM OF OFFER AND ACCEPTANCE

TENDER DP5515S/2019/20 - SUPPLY, INSTALLATION, TRANSITIONING, MAINTENANCE AND SUPPORT OF INTEGRATION MIDDLEWARE FOR THE CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

_____

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

_____

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:
1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;

2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
1.
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.

Type text here

_____
Signature(s)

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

23 February 2022
Date

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TENDER: 197S/2021/22- SUPPLY, INSTALLATION, TRANSITIONING, MAINTENANCE AND SUPPORT OF INTEGRATION MIDDLEWARE FOR THE CITY OF CAPE TOWN

ACCEPTANCE (TO BE FILLED IN BY THE CITY)

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

The terms of the contract are contained in:

> Clause 1 to 7, and the sub-clauses, cited in pages 1 to 5 above;
> Part 1: Agreements
> Part 2: Special Conditions to Contract
> Part 3: General Conditions of Contract
> Part 4: Specifications
> Part 5: Pricing Schedule
> Part 6: Occupational Health and Safety Agreement.
> Part 7: Contract Price Adjustment and/or Rate Of Exchange Variation
> Part 8: Information provided by Supplier.

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the Purchaser of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the Purchaser in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the Supplier shall constitute the binding contract between the parties.

The Parties	Purchaser	Supplier
Business Name	**CITY OF CAPE TOWN**	**JumpCO Consulting (PTY) LTD**
Business Registration	███████	███████
Tax number (VAT)	██████	██████
Physical Address	████████ ███████████ ███████ █████	████████ ███████████ █████ ██████ ██
Accepted contract sum including tax	As per Pricing Schedule	
Accepted contract duration	from date of commencement until 30 September 2037	
Signed – who by signature hereto warrants authority	████████████████	██████████
Name of signatory	████████████████	█████████
Signed: Date	11 September 2023	07 September 2023
Signed: Location	████████	██████
Signed: Witness	█████	██████
Name of Witness	████████	█████████

TENDER: 197S/2021/22- SUPPLY, INSTALLATION, TRANSITIONING, MAINTENANCE AND SUPPORT OF INTEGRATION MIDDLEWARE FOR THE CITY OF CAPE TOWN

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

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

1   Subject **NONE**

Details. **NONE** . . . .
. . . .
. . . .
. . . .

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

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

PART 2: SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

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

3. General Obligations

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

3.2   The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

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

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

3.4.1   The parties agree that this contract shall also be subject to the CCT's Supply Chain

Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract**. Please refer to this document contained on the CCT's website.

3.4.2   Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5   The **supplier** shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6   The **purchaser** shall:

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

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

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

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

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

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

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

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

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

Add the following after clause 5.4:

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

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

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

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

5.8   Intellectual Property

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

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

5.8.3   The supplier shall, and warrants that it shall:

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

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

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

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

5.8.3.5   procure that its employees, directors, members and Suppliers comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above; unless the Purchaser expressly agrees thereto in writing after obtaining due internal authority.

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

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

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

8.2   If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the

premises of the bidder or 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 order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

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

11. Insurance

Add the following after clause 11.1:

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

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

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

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

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

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

17.4 The prices for the goods delivered and services performed shall not be subject to contract price adjustment. and the following conditions will be applicable[.]

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

17.5.1   Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.5.2   Adjustment for variations in customs surcharge and customs duty

(a)   Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise

Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if the were the acts, defaults or negligence of the supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relive the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

delivery.

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be determined as a percentage on the purchase order request total for the services requested which failed to adhere to the performance level agreement as defined in clause 37.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2   The parties by mutual agreement terminate the contract.

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

23.8.4   If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective,

provided the City Manager follows the processes as described in the purchasers SCM Policy.

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

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

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

26.   Termination for insolvency

Delete clause 26.1 and replace with the following:

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

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

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

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

The mediator shall agree the procedures, representation and dates for the mediation

process with the parties. The mediator may meet the parties together or individually to enable a settlement.

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. OSM Certification

The tenderer must have and maintain a valid OSM certification for the Software product solution offered, or evidence that the licensing of the middleware product permits for its use as specified by this tender at the City of Cape Town..

37. Contract Performance Criteria.

37.1 The supplier shall adhere to the below Service Level Framework applicable to the API Gateway Solution offered:

Note that a penalty percentage will be applied as per Table 38.1 below if failure of adhering to the tabled metric occurs over a period of 4 consecutive months

The minimum service availability required is as follows:

Table 38.1: Maintenance

Key performance indicator (KPI)	Response	Target Announcements time	Target Resolution Time	Service Target	Reporting	Penalty (%) per purchase order
Security patches that form part of entire solution (Including 3rd party components, libraries or services installed as part of the software)	Announcement of security threat and and plan to resolve.	1 Week	Monthly cycle	90%	Monthly report on response times	20%
Software faults	Announcement of software faults and plan to resolve.	1 Week	Monthly cycle	90%	Monthly report on planning	15%
New features	Announcement of new features with impact plan.	2 weeks	3 months	90%	Monthly report on response times	5%
Upgrades	Announcement of new features with impact plan.	1 month	6 months	90%	Monthly report on response times	5%

Table 38.2: Support

Key performance indicator (KPI)	Response	Severity	Target Response Time	Target Resolution Time	Service Target	Reporting	Route Cause Analysis Report	Penalty (%) per purchase order
Service Repair Support	Immediate and sustained effort, using all available resources until resolved. On-call procedures activated, vendor support invoked	Priority 1	15 minutes	4 Hours	90%	Monthly report on response times	4 Weeks after resolution	20%
Service Repair Support	Support Team responds immediately, assess the situation, may interrupt other staff working normal or moderate priority jobs for assistance	Priority 2	60 minutes	8 Hours	90%	Monthly report on response times	4 Weeks after resolution	15%
Service Repair Support	Respond using standard procedures and operating within normal supervisory management structures	Priority 3	2 business hours	12 Hours	90%	Monthly report on response times	4 Weeks after resolution	10%
Service Repair Support	Respond using standard operating procedures as time allows	Priority 4	4 business hours	2 Business Days	90%	Monthly report on response times	4 Weeks after resolution	5%

Table 37.3: Severity Classification: API Gateway

Priority Level	Description	Classification
Priority 1	API Gateway is down throughout the organisation – more than 70% requests failing, due to failures within the API Gateway software, i.e. either calls are not being made through to backend services, or those calls are malformed If any zero-day attack, threat or exploit on the system is noticed	Critical
Priority 2	API Gateway performance degraded. More than 10% but less than 70% of requests to gateway failing.	High
Priority 3	Single system or grouping of related functionality experiencing slow connection, 70% of requests failing	Moderate
Priority 4	Experiencing slow response from single application with no work degradation	Low

39. Protection of Personal Information

39.1 The Supplier acknowledges that, for the purposes of the service level agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

39.2 The Supplier agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

39.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its Suppliers or other authorised individuals comes into contact in relation to the service level agreement.

39.4 The Supplier agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

39.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.

39.6 The Supplier hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

39.7 The Supplier agrees that CCT may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

40.   Periodic review

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

▮▮▮▮▮▮   *Letterhead of supplier's Insurance Broker*

Date __23 February 2022_____

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

Dear Sir

TENDER NO.:

TENDER DESCRIPTION:

NAME OF SUPPLIER:___JumpCO Consulting (Pty) Ltd_____

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

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

Yours faithfully

Signed: ▮▮▮▮▮▮▮_____

For: ▮▮▮▮▮▮_____ (Supplier's Insurance Broker)

PART 3: GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 'Day' means calendar day.

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

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

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

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

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

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

1.14 'GCC' means the General Conditions of Contract.

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

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

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

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

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

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal,

the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court

may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
   (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
   (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

13.1 INTRODUCTION AND BACKGROUND

The City has progressive and ambitious goals that rely on technology and new-world digital ecosystems. Technology has been acknowledged as critical to basic service delivery and is highlighted as critical to numerous Integrated Development Plan (IDP) objectives and programmes. One of the City's strategic priorities is 'leveraging technology for progress', and the City aims to become the 'most digital city in Africa', which comes with numerous tech-enabled demands. Beyond this, findings from the core application review indicate that directorates have a growing and pervasive need for improved   automation, access to data, improved and expanded integration and new digital capabilities.

As part of a digitisation drive by the City of Cape Town (CCT), certain foundational technologies were identified to be implemented first to provide the foundation for future initiatives that will form part of their digital strategy and aspirations. The initial technologies would also establish the foundations to enable the future loose coupling of applications.

The main business goal of this project is to enable independently designed application systems to work together by establishing a middleware framework that helps data flow freely between applications without significant changes to database configurations or the applications themselves, leading to a streamlined process and increased data availability.

13.2 SCOPE

The main business goal of this project is to enable independently designed application systems to work together by establishing a middleware framework that helps data flow freely between applications without significant changes to database configurations or the applications themselves, leading to a streamlined process and increased data availability.

The Middleware software (API Gateway) in the context of distributed applications at CCT should provide services beyond those provided by the ERP System (SAP ECC) to enable the various components of a distributed system to communicate. The middleware should support and simplify complex distributed applications. It includes web servers, application servers, messaging and similar tools that support application development and delivery. The Middleware should support modern service-oriented architectures, making use of paradigms such as REST or SOAP, and open industry standards such as HTTPS, XML, JSON.

It should enable interoperability between applications that run on different systems, by supplying services so the application can exchange data in a standards-based way. The Middleware sits "in the middle" between application software.

In Scope:

The scope for this tender is to procure, implement, maintain and provide support for an API Gateway:
- API Gateway Middleware (Software & Licensing) and implementation thereof.
- Design the API governance and design framework so that it can cater for any new requirements.
- Implementing the CCT identified existing API integrations test the capabilities of the API Gateway and ensure proper testing and monitoring systems are in place.
- The following integrations to be included to put the system through its paces, and test its capabilities:

System	Description	Paradigm - Protocol – Serialisation/Data Format	Authenticated / Unauthenticated
SAP	Web Service Request	REST - HTTP- JSON	Authenticated
ESRI	Client JavaScript Browser App to ArcGIS Server	REST - HTTP - JSON	Authenticated
Custom -> zre_facilities_booking	Retrieves facilities with booking information from SAP Real Estate (RE)	SOAP/WSDL - HTTP - XML	Authenticated
Custom -> zget_orgstruct	Retrieves the Org Structure information from SAP HR	REST -.HTTP - JSON	Open

Out of Scope:

- Implementation of any Enterprise Service Bus (ESB)
- Change Management from business processes and people perspective
- Data cleansing or filtering

13.3 FUNCTIONAL REQUIREMENTS

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance to Specification by indicating *Yes/No* on Schedule 15H of the tender. If *No*, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

Functional Requirement Category	Functional Requirement
Transaction corrections, adjustments and cancellations	• Requirement: examine every transaction's entry, changing, deleting, cancelling, and error checking.
Authentication	• Should be in place for the information users share with the system and their authentication level. • Security features including rights management, LDAP integration, password encryption • Adherence to OAuth2 standards • To be integrated into Identity Lifecycle Management (ILM) relevant authentication and authorisation mechanism. 1

Functional Requirement Category	Functional Requirement
Authorisation levels	• Should support the ability to determine various system access levels and decide who can CRUD (change, read, update, or delete) information. • To be integrated into ILM relevant authentication and authorisation mechanism.
Audit Tracking	• Should have the ability to log all accesses to the API gateway, with the appropriate parameters as defined by CCT. • Must include audit logs and trails for gateway processes and transactions.
Integration	• Provide a connectivity bridge between the arbitrary requestors and arbitrary back end systems, provided they adhere to interface compatibility specifications. • Must have pre-built, well tested software connectors to a wide variety of applications by way of Technology supported as stipulated in Paragraph 13.4.4 and ERP integration stipulated in paragraph 13.5.2. • Must make provision for configuration and/or modification of pre-built connectors to suit unique CCT environments and legacy systems • Must have support for pagination • Must have support for rate limiting on a per backend basis • Support autoscaling if the hosting environment can be modified via code (for instance, in a cloud environment)

Reporting and Monitoring Requirements	• Provide an administrative interface, accessible via a conformant API and via a dashboard, and accessible at a central location with the following functionality:
	
	• Restrict access to admin interface to only authorized persons
	
	• Stats and dashboards to understand how CCT's APIs are being accessed and used:
	
	    o Operational - The number of API calls, CPU, memory usage, response times, uptime etc
	
	    o Business metrics – number of partners using API
	
	• Must have tools for monitoring resource utilization, system health, error logs, latency and the ability to start and stop processes
	
	• Must have the ability to configure alerts

Functional Requirement Category	Functional Requirement
Full lifecycle API management	• Management of the lifespan of an API from the planning stage to when an API is retired. This can include building, testing, publishing and ensuring the necessary security is in place and then monitoring the API thereafter. • The ability to publish multiple versions of an API through the API Gateway is required. • Transparent declaration of API specifications as code • Ability to import and export API specifications in a common, open serialization format such as JSON or Yaml
Historical Data	• Must have in place storage requirements to accommodate dynamic data growth of data generated by the API Gateway (e.g logs, configuration changes) • Said data should be made available to CCT on request at no additional cost On termination or completion of contract all Data will be returned to the CCT with no additional costs • Adherence to POPI act applies

Legal or Regulatory Requirements	• Must consider and adhere to laws, regulations from the government, and even internal policies that the organization and their systems must follow.
	
	• The following Acts apply
	
	    o Electronic Communications and Transaction Act, Act No. 25 of 2002 (ECTA)
	
	    o Minimum information Security Standards, 1996 (MISS)
	
	    o Protection of Personal Information Act, Act No. 2013 (POPIA)
	
	    o Protection of Information act, Act No. 84 of 1982
	
	    o Public Administration Management Act, Act No. 11 of 2014
	
	    o National Archives of South Africa Act, Act No. 43 of 1996
	
	    o Spatial Data Infrastructure Act, Act No. 54 of 2003
	
	    o Promotion of Access to Information Act, Act No. 2 of 2000 (PAIA)
	
	    o South African Cybersecurity Framework, 2012
	
	    o National Integrated ICT Policy White Paper, 2016
	
	    o The General Data Protection Regulation 2016/679

Functional Requirement Category	Functional Requirement

Incident Management	• Must be able to:
	
	    o To restore normal service operation as quickly as possible and minimize the adverse impact on business operations (Refer to VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT paragraph 37)
	
	    o Provide CCT with a consistent and high-quality experience during the Incident Management process
	
	    o Provide communication during the Incident Management process
	
	    o Adopt a single standard process and tool across the City based on industry best practices
	
	    o Define and measure the critical KPIs that will drive improvement in the process

Security	• Authentication
	
	    o Security features including:
	        ▪ access permission,
	        ▪ LDAP integration,
	        ▪ password encryption
	
	    o OAuth2 authentication standards to be adhered to (https://oauth.net/specs/)
	
	    o To be integrated into Identity Lifecycle Management (ILM) relevant authentication and authorisation mechanism.
	
	• Authorisation levels
	
	    o Should determine various system access levels and decide who can CRUD (change, read, update, or delete) information.
	
	    o OAuth2 authentication standards to be adhered to
	
	    o To be integrated into Identity Lifecycle Management (ILM) relevant authentication and authorisation mechanism.
	
	• Securely authenticate and protect usage of the systems of record layer
	
	• Authentication mechanisms and credential management
	
	• Authorisation and access control management

Functional Requirement Category	Functional Requirement
	• Shared data security and integrity • Secure one-to-one and group communication • Heterogeneous security/environment requirements support • Secure mobility management • Capability to operate in devices with low resources • Automatic configuration and management of these facilities. • Ability to apply any updates to security fixes as and when they arise. Fixes to be applied as agreed with CCT and allocated times

13.4 TECHNICAL SPECIFICATION

13.4.1 Performance

The measurement of response time and throughput with respect to user load conditions. Latency performance of 100ms or faster

Latency meaning: Time to First Byte (TTFB) it takes in milliseconds to receive the first byte and the distribution by API to endpoint.

13.4.2 API Gateway Availability

Availability. A measure of how often a system's resources and services are accessible to end users, often expressed as the uptime of a system.

- 99,9 % uptime
- All upgrades and updates to be done after hours as per agreed and approved times with CCT
- Have fail safe capability and high availability procedures in place

13.4.3 Scalability

Scalability. The ability to add capacity and users to a deployed system over time. Scalability typically involves adding resources to the system without changing the deployment architecture.

- Minimum of 500 transactions per second (TPS), and to be able to horizontally scale as TPS increases past that baseline with no practical limit.

- Such scaling should have no impact on SLA performance.

- Make provision for a minimum of 20 administrative users and to be scalable with CCT growth

13.4.4 Technology Supported

The Middleware should support modern technology based on the following as a minimum (see Table below).

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance to Specification by indicating *Yes/No* on Schedule 15H.1 of the tender. If *No*, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

Detailed client reference required.

Paradigm/Context	Protocols	Serialisation/Data Formats
File Transfer	FTP (IETF Datatracker RFC959)	
ODBC		
email	POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252)	
REST SOAP	HTTP/1 (IETF Datatracker - RFC7230) HTTP/2 (IETF Datatracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455)	JSON (IETF Datatracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2)
Message Queue Pub-Sub	Kafka Protocol AMQP (AMQP - 1.0, 0-9-1) ZMTP (RFC.ZeroMQ - 23/ZMTP) MQTT (OASIS - Version 5)	

Refer to list of websites below for further detail:

- **IETF Datatracker:** https://datatracker.ietf.org/
- **ODBC:** https://github.com/microsoft/ODBC-Specification
- **SOAP, XML:** https://www.w3.org
- **YAML:** https://yaml.org/spec/1.2/spec.html
- **Kafka Protocol:** https://kafka.apache.org/protocol.html
- **AMQP:** https://www.amqp.org/resources/specifications
- **ZMTP:** https://rfc.zeromq.org/spec/23/
- **MQTT:** https://docs.oasis-open.org/mqtt/mqtt/v5.0/mqtt-v5.0.html

13.5 General Requirements

13.5.1   Certification Requirements

- Only allow human resource appointed or contracted by the Tenderer to configure and work on the system

- Any person working on the system on behalf of the tenderer must be certified to do so, if certification is applicable.

13.5.2   ERP Integration

- **ERP** refers to **Enterprise Resource Planning**, all the **core** processes needed to run a company: finance, manufacturing, HR, supply chain, services, procurement, and others. At its most basic level, **ERP** integrates these processes into a single system.

13.5.3   Professional Affiliations

Provide list of Professional Affiliations for implementation team members who will participate in the project. Any substitute members should have the equivalent or the same affiliations. Copies of affiliation certificates to be included, attaching it to Schedule 15I of the tender. The information provided will not be used for evaluation purposes.

13.5.4 Project Requirements

Please note that a Detail Project Plan to be provided in your response for the below deliverables.

Minimum Requirements for a project plan:
- Include the following activities:
  - Discovery and Planning
  - Design
  - Development
  - Testing
  - Deployment
  - Enhanced three month period of support post Deployment
- Contain milestones
- Contain Stage gates per phase and minimum requirements to pass
- Provide RACI Matrix taking into account dependencies on CCT

Please respond to this requirement in Schedule 15J of the tender. The information provided will not be used for evaluation purposes.

13.5.4.1: Requirements for API Gateway Solution Software and Licencing

The following provide for the requirements and deliverables for the API Gateway Solution Software and Licencing. Refer to Paragraph 5.13 in section (5) Price Schedule.

Deliverable Category	Requirement Description
Software	- Once off cost for Software if applicable
Licensing	- Annual Licensing Costs if applicable

13.5.4.1.1 Hardware

Tenderers are to provide details in terms of minimum Hardware requirements (if applicable) for the proposed solution.

Please respond to this requirement in Schedule 15K of the tender. The information provided will not be used for evaluation purposes.

13.5.4.1.2 Hosting

For Cloud Based solutions the bidder need to indicate which of the following services can be provided:

- Infrastructure as a Service (IaaS)
- Platform as a Service (PaaS)
- Software as a Service (SaaS)

Detailed costing model to be provided for the proposed service(s)

Please respond to this requirement in **Schedule 15L of the tender.** The information provided will not be used for evaluation purposes.

13.5.4.2: Requirements for Installation & Transitioning of API Gateway Solution

The following provide for the requirements and deliverables for the Installation & Transitioning of API Gateway Solution. Refer to Paragraph 5.13 in section (5) Price Schedule.

Deliverable Category	Requirement Description
Implementation	Implementation encompasses all the post-sale processes involved in the API Gateway operating properly in its environment. The expected duration for implementation is 12 months followed by a 3 month post go-live support period. Implementation include the below sub-implementations:
Initial API Deployment	Initial setup encompasses all processes involved in setting up the API Gateway to ensure it is operating properly in its environment: • analyzing requirements, • installation, • configuration, • customization, • testing. The expected duration for initial API Gateway setup is 3 months.
Integration of API-1	Integration of API-1 encompasses all processes involved to ensure it is operating properly through the API Gateway: • analyzing requirements, • installation, • configuration, • customization, • testing, • Verification of integrations against specifications provided. The expected duration for integration of API-1 through the API Gateway is 3 months following initial setup.

Integration of API-2	Integration of API-2 encompasses all processes involved to ensure it is operating properly through the API Gateway: • analyzing requirements, • installation, • configuration, • customization, • testing, • Verification of integrations against specifications provided. The expected duration for integration of API-2 through the API Gateway is 3 months following integration of API-1.
Integration of API-3	Integration of API-3 encompasses all processes involved to ensure it is operating properly through the API Gateway: • analyzing requirements, • installation, • configuration, • customization, • testing, • Verification of integrations agains specifications provided. The expected duration for integration of API-3 through the API Gateway is 3 months following integration of API-1 in parallel with API-2
Integration of API-4	Integration of API-4 encompasses all processes involved to ensure it is operating properly through the API Gateway: • analyzing requirements, • installation, • configuration, • customization, • testing, • Verification of integrations agains specifications provided. The expected duration for integration of API-4 through the API Gateway is 3 months following integration of API-1 in parallel with API-2 and API-3

The following API integrations to be included as part of Implementation:

API	System	Description	Paradigm - Protocol – Serialisation/Data Format	Authenticated / Unauthenticated
API-1	Custom -> zre_facilities_booking	Retrieves facilities with booking information from SAP Real Estate (RE)	SOAP/WSDL - HTTP - XML	Authenticated
API-2	ESRI	Client JavaScript Browser App to ArcGIS Server	REST - HTTP - JSON	Authenticated
API-3	Custom -> zget_orgstruct	Retrieves the Org Structure information from SAP HR	REST -.HTTP - JSON	Open
API-4	SAP	Web Service Request	REST - HTTP- JSON	Authenticated

Note: Detailed requirements for the above integrations are provided as per below:

- API-1: Custom -> zre_facilities_booking: Retrieves facilities with booking information from SAP Real Estate (RE) (**Annex 6**)
- API-2: ESRI: Client JavaScript Browser App to ArcGIS Server (**Annex 7**)
- API-3: Custom -> zget_orgstruct: Retrieves the Org Structure information from SAP HR (**Annex 8**)
- API-4: SAP: Web Service Request (**Annex 9**)

The purpose of these API integrations is to test the rigour of the API gateway using different protocols and data formats. The 4 existing API's will need to be integrated via the API gateway as part of the requirement. Due to the unknowns, the estimate is based on the assumptions that the project team will be knowledgeable and experienced to easily configure the existing APIs above to pass through the gateway with minimal changes on the existing developments.

13.5.4.3: Requirements for Training Services on API Gateway Solution

The following provide for the requirements and deliverables for the Training Services on API Gateway Solution. Refer to Paragraph 5.13 in section (5) Price Schedule

Deliverable Category	Requirement Description
User Training	It is required to provide for the necessary support structure and resource capacity needs in order to run the API Gateway software solutions effectively through the training of CCT staff. User Training encompasses: Provide role based training in the following competency areas: - Application Administration (Qty 5) - API Development (Qty 5) Training to be classroom based to a maximum of five people per competency area. Provision to be made for pre- and post go-live training for the

| | | | specified competency areas allowing for either classroom based or individual training, or combination thereof, as required by CCT.

Tenderer to specify any prerequisites that may be vital for the applicable training attendees. Training provided to be at an Advance level where trainee will be able to take the lead on their activities. |

Detail on the applicable competency areas are provided below:

Competency Area	System Feature	Specific Skillset	Skillset description
Application Administration	Transparent Configuration	Transparent Working	Training is required in how the system is configured, and how such configuration may be modified in as safe a manner as possible.
	Scalable Infrastructure Use	Infrastructure Orchestration	Training is required in the infrastructure resource abstractions made available to the API Gateway, and how to add and remove such resources, such that the system scales accordingly.
	Automated/Reproducible Deployments	Deployment System Management and Orchestration	Training is required in the development system(s) used to automate the deployment of the API Gateway, and how the deployment process may be altered as/when needed.
	Transparent Operational State	Metric-based Operations	Training is required in the monitoring of the operational state of the API Gateway. There is also a need to be trained in how to investigate both specific and general failures, through inspecting metrics and accessing system logs.
		Security	Training is required in the specific security features of the API Gateway, and the system state which reflects the current security measures being applied, e.g. versions of protocols used, patches applied, etc.
API Development	Configurable APIs	API Design	Training is required in how the unified, frontend API should be conceived of, and created. This should include how to conduct the relevant stakeholder consultations, common design API design patterns, as well as the practical considerations (linked to the integrations to the backend system).
		Integration Engineering	Training is required in the translation or integration functionality of the API Gateway software that allows it to communicate with different backend systems. Additional relevant training is required in the accompanying workflows, such as how to safely test new integrations, and how to deploy

			integrations in a safe manner.
		API Governance	Training is required in the meta-process of ensuring API Design and Engineering is consistent, and conducted safely, and how to build and maintain best practice with regards to the operation of the API gateway.

13.5.4.4: Requirements for Maintenance and Support Services on API Gateway Solution

The following provide for the requirements and deliverables for the Maintenance and Support Services on API Gateway Solution. Refer to Paragraph 5.13 in section (5) Price Schedule

Deliverable Category	Requirement Description
Maintenance	Ongoing service that ensures the maintenance of the API Gateway software solution. This includes: • Fixing faults, • Applying security patches • Enabling new features • Applying any other updates/upgrades that become available for the software that forms part of the API gateway solution. Maintenance encompasses the end-to-end process from relevant improvements being available for the software, to the testing of these improvements, to the final implementation on the production systems. The service provider would be expected to conform to the City's standard processes in this regard, which include, but are not limited to, the use of distinct test and production environments, as well as governed change control processes.
Support	Support encompasses: • Support requirement is 24 hours a day 7 days a week. • API development support will be provided by trained CCT staff. • All application support will be the responsibility of the appointed vendor

13.5.4.5: Requirements for Professional Services for the API Gateway Solution

The following provide for the requirements and deliverables for the Professional Services for the API Gateway Solution. Refer to Paragraph 5.13 in section (5) Price Schedule

Hourly rates to be provided for adhoc support services to adhere to the following role definitions and requirements:

Resource Category	Role Description
Technical Project Manager	• The Technical project manager with relevant experience in API Gateway projects will lead the project from an implementation point of view. • Manage the team of implementation specialists and ensure all of CCT's needs are met throughout the implementation process. • This is a skilled position that requires extensive experience in a related field along with a high level of education (NQF level of 7 or similar) • Transferring of skills to the relevant CCT officials for continuity
Technical Architect	• Produce all required design specifications, work with the Project Manager to create detailed technical task lists, provide technical guidance to the project team, and enforce CCT project standards and best practices • Use recommended best practices and CCT inputs to produce design artifacts and technical implementation tasks required for the API Gateway project execution • Provide leadership and advice for on-premises and cloud-based customer implementations • Work with the CCT operations team to implement the requirements • Work with the CCT operations team to develop continous fault monitoring and remediation workflows, as part of a coherent reliability design. • In cooperation with CCT, build and execute API Gateway Middleware functional and performance test plans • Provide strong technical leadership and guidance to both CCT and project teams, including teams that are geographically distributed • This is a skilled position that requires extensive experience in a related field along with a high level of education (NQF level of 7 or similar) • Transferring of skills to the relevant CCT officials for continuity

Resource Category	Role Description
Technical Consultant	• Assist architects in defining the roadmap, strategy and solution • Design, implement, test and deploy API Gateway Middleware and integrated components using the latest technologies and best practices. • Communicate risks, issues, challenges and status/progress of the project • Document requirements, design, architecture and test scripts • This is a skilled position that requires extensive experience in a related field along with a high level of education (NQF level of 7 or similar) • Transferring of skills to the relevant CCT officials for continuity
Senior Developer	• The API Developer would need to have at least 8+ years of experience. - Ensures that software meets or exceed specified standards and end-user requirements. - Technical expertise in the design, development, coding, testing, and debugging of software. • Transferring of skills to the relevant CCT officials for continuity
Junior Developer	• The API Developer would need to have at least 2+ years of experience. - Ensures that software meets or exceed specified standards and end-user requirements. - Technical expertise in the design, development, coding, testing, and debugging of software. • Transferring of skills to the relevant CCT officials for continuity

13.6 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

13.7 EMPLOYMENT OF SECURITY PERSONNEL

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

13.8 FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

PART 5 : PRICING SCHEDULE

NEGOTIATED OFFER
Table 1: API Gateway Solution Software and Licencing

Item	Description	Source of Goods: Name of OSM or Distributor	Discount Offered (%)	Mark-Up (%)
1.	Once-off Software costs	IBM	30%	0%
2.	Reoccurring costs (eg Software licenses, API calls, data, storage, etc)		0%	0%

COMMENTS:

Table 1: API Solution

o Mark-up (%): This is the additional percentage mark-up that JumpCO adds to IBM End User price. This percentage will always be 0% as JumpCO cannot add a mark-up to IBM's quoted

o End User price: The IBM JumpCO partnership agreement includes a rebate that is already included in the End User price.

- Item 1 of Table 1 (perpetual / once-off licences)

o Discount offered (%): This is the percentage discount as offered by IBM (OSM) for the Perpetual Software license. The discount offered to CCT is 30%.

- Item 2 of table 1 (Recurring / ongoing licenses)

o Discount offered (%): This is the percentage discount as offered by IBM (OSM) for the Recurring software renewal costs. The discount offered to CCT is 0%.

- No minimum quantities are applicable
- The discount and markup have to be applied at all times, for each purchase and for the full duration of the contract
- The contract will cover any IBM API gateway software product on the IBM OSM pricelist and is not limited to the licenses required for the initial setup as the IBM offering is likely to change over the full duration of the contract.
- Further conditional discounts can be considered at the time of purchasing, e.g. when buying multiple years at once.
- The discount recorded in the contract can and will be applied for the full duration of the contract. Not honoring the contracted discount will mean breach of contract.
- IBM will provide discounts based on customer standing, which JumpCo will pass on to the city if and when provided by IBM during the course of the contract.

NEGOTIATED OFFER

Table 1A: Typical API Gateway Solution Software and Licencing For Evaluation Purposes

Item	Description	OSM Recommended Retail Pricelist Price Excl VAT (First 12 months of the contract)
1.	Once-off Software costs for Year 1 of the contract	R 1,701,332.50
2.	Software Licences and other reoccurring costs for Year 1 of the contract	**There is no recurring cost for year 1**

COMMENTS:

The perpetual license model was proposed and used for evaluation (item 1A), but Jumpco indicated that there are other license models available. The City reserves the right to procure either the API Gateway Solution Software as a Once- off; or as Re-occurring costs; and is not bound to procure both line items.

NEGOTIATED TENDER OFFER

Table 2: Supply, Installation & Transitioning of API Gateway Solution

Item	Description:	Unit	Price per unit (Excl. VAT)
1.	Implementation: Initial API Deployment	Complete implementation for Initial API Deployment	R 286 000.00
2.	Implementation: Integration of API-1	Complete implementation for Integration of API-1	R 819 420.00
3.	Implementation: Integration of API-2	Complete implementation for Integration of API-2	R 819 420.00
4.	Implementation: Integration of API-3	Complete implementation for Integration of API-3	R 819 420.00
5.	Implementation: Integration of API-4	Complete implementation for Integration of API-4	R 819 420.00

NEGOTIATED TENDER OFFER

Table 3: Training Services on API Gateway Solution

Item	Description:	Unit	Price per unit (Excl. VAT)
1.	Classroom role based training in the following competency area: • Application Administration (Qty 5)	Per class of max 20 people	R 55 620.00 for Year 1
			R40 000.00 Year 2 onwards
2.	Classroom role based training in the following competency areas: • API Development (Qty 5)	Per class of max 20 people	R 55 620.00 for Year 1
			R40 000.00 Year 2 onwards

COMMENTS:

- JumpCO is prepared to discount the first year training by 25% to a new total of R111 240.00 which equals to R55 620.00 per item
- The price of R55 620.00 is applicable for Year 1 only, thereafter the costs will be R40 000.00
- The reduced costs for Training (R40 000.00), for a maximum of 20 people per class (required on demand, with no minimum amount set), applicable for the duration of the contract is acceptable to the BEC. The changes to the training material are included in the price for year 2 onwards.
- Prices will be subject to adjustment as per Schedule 8 of the tender.

Table 4: Maintenance and Support Services on API Gateway Solution

Item	Description	Unit)	Price
1.	Maintenance Services Regular maintenance services including software bug fixes, patches, updates and upgrades.	Per month	R0.00
2	Support Services Per Incident	Per incident	included in Maintenance Services

COMMENTS:
Monthly Maintenance Services and Support Services is for the proposed API Connect software and not for the CCT applications built on API Connect software.

NEGOTIATED TENDER OFFER
Table 5: Professional Services

Item	Description	Unit	Price per Unit (ZAR excl. VAT)
1.	Project Manager	Per hour	R1 200.00
2.	Technical Architect/Lead	Per hour	R 1 200.00
3.	Technical Consultant	Per hour	R 980.00
4.	Senior Developer	Per hour	R 980.00
5.	Junior Developer	Per hour	R 450.00

TENDER NO: 197S/2021/22

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

JumpCO Consulting (Pty) Ltd .... ,
(Supplier/Mandatary/Company/CC Name)

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

I, ...████████... , representing

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

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

COID ACT Registration Number: ████████████..

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 ....████....................................on the....23rd........................day of....February..............2022

_____   _____
Witness   **Mandatary**

Signed at ....████............. on the...........11th.................day of.........September................20 ....

_____   _____
Witness   for and on behalf of
                                                              City of Cape Town

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

8.1 Pricing Instructions:

8.1.1 Contract Price Adjustment (CPA) is not applicable to items tendered for within Table 1. Prices (mark-up percentage) will be fixed for the duration of the contract. For each purchase order, a quotation must be submitted by the successful bidder which must be accompanied by an updated Original Software Manufacturer (OSM) recommended price list in order for the City to verify the purchase order price (OSM price plus mark-up/discount if applicable) charged by the successful service provider.

8.1.2 Contract Price Adjustment (CPA) is applicable <u>only to items tendered for within Tables 2, 3 4 and 5</u>, as per the below CPA mechanism.

Contract Price Adjustment will be applicable as from commencement of the 13th month of the contract period. Tenderers shall be entitled to claim contract price adjustment as follows:

90% of the tendered price will be subject to adjustment **annually** based on the **average** Consumer Price Index (CPI) as follows:

1st year: 12 months from date of commencement of contract.
Firm – No request for price increases shall be entertained.

2nd year: From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the date of commencement. The end month shall be three (3) calendar months prior to the 12th month.

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

4th year: From start of 37th month to end of the 48th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 25th month. The end month shall be three (3) calendar months prior to 36th month.

5th year: From start of 49th month to end of the 60th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 37th month. The end month shall be three (3) calendar months prior to 48th month.

6th year: From start of 61st month to end of the 72nd month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 49th month. The end month shall be three (3) calendar months prior to 60th month.

7th year: From start of 73rd month to end of the 84th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 61st month. The end month shall be three (3) calendar months prior to 72nd month.

8th year: From start of 85th month to end of the 96th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 73rd month. The end month shall be three (3) calendar months prior to 84th month.

9th year: From start of 97th month to end of the 108th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 85th month. The end month shall be three (3) calendar months prior to 96th month.

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10th year: From start of 109th month to end of the 120th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 97th month. The end month shall be three (3) calendar months prior to 108th month.

11th year: From start of 121st month to end of the 132nd month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 109th month. The end month shall be three (3) calendar months prior to 120th month.

12th year: From start of 133rd month to end of the 144th month. Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 121st month. The end month shall be three (3) calendar months prior to 132nd month.

13th year: From start of 145th month to end of the 156th month. Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 133rd month. The end month shall be three (3) calendar months prior to 144h month.

14th year: From start of 157th month to end of the 168th month. Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 145th month. The end month shall be three (3) calendar months prior to 156th month.

15 year: From start of 169th month to end of the 180th month. Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 157th month. The end month shall be three (3) calendar months prior to 168th month.

The **average CPI** calculated, the base month to the end month (both included) divided by the number Of months.
The claim will be based on the **average** between the "base month" and the "end month" e.g.:
7+6+9+6 = 28 (28/4) = 7 therefore the claim will be 7%.

10% of the tendered rate will remain fixed.

8.3   CPA Process:

All requests for variation in the Contract price shall be submitted in writing as follows:
By email to: CPA.Request@capetown.gov.za and Adri.JansevanRensburg@capetown.gov.za prior to the date upon which the price adjustment would become effective.

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

8.3.2 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.

8.3.3 Process that will be followed:
- Contractor submits all the documentation indicated above prior to the effective date of the variation.

- The City will consider the variation and based on the documentary evidence, the City may approve the variation.

- Letters authorising the price variation will be communicated to the contractor indicating the effective date.

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- All purchase orders for the contracted goods shall be issued at, and the Goods supplied, invoiced and paid for at the contract unit prices approved for that period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.

- All purchase orders from the effective date will be generated at the approved contract price. Purchase orders placed prior to the effective date will not be varied

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All of the aforementioned information/documentation, as submitted/provided by the Supplier for tender **197S/2021/22: SUPPLY, INSTALLATION, TRANSITIONING, MAINTENANCE AND SUPPORT OF INTEGRATION MIDDLEWARE FOR THE CITY OF CAPE TOWN**, are incorporated into this Memorandum of agreement by the mere reference thereof.