CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

SUPPLY, INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION FOR THE CITY OF CAPE TOWN

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

FIRST TECHNOLOGY GROUP CONSORTIUM, INCLUDING:
FIRST TECHNOLOGY (PTY) LTD
BUI MEDICAL TECHNOLOGY SUPPLIERS (PTY) LTD
GALDON DATA COMPUTER SERVICES (PTY) LTD
FIRST TECHNOLOGY DIGITAL (PTY) LTD

[REGISTRATION NO's ████████]

CONTRACT NO: 386S/2021/22

PREAMBLE

WHEREAS Tender **386S/2021/22** was awarded to **First Technology Group Consortium** in line with the SCM- Bid Adjudication Committee resolution **SCMB 94/11/22** dated **21 NOVEMBER 2022** for the **SUPPLY, INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION FOR THE CITY OF CAPE TOWN,** from date of commencement of contract not exceeding 30 June 2028.

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 **Executive Director: Corporate Service** duly authorised hereto;

1.2.   **First Technology Group Consortium**, inclusive of the following private companies duly registered in terms of the laws of the Republic of South Africa: **First Technology (Pty) Ltd** with incorporation ▮▮▮▮▮ **BUI Medical Technology Suppliers (Pty) Ltd** with incorporation no: ▮▮▮▮▮ **Galdon Data Computer Services (Pty) Ltd** with incorporation no: ▮▮▮▮▮ and **First Technology Digital (Pty) Ltd** – ▮▮▮▮▮ with its principal place of business situated ▮▮▮▮▮ ▮▮ (the "Supplier"), herein represented by its duly authorised representative, ▮▮▮▮▮

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 **on the date of signature of this Contract by the Party signing last in time ("Commencement Date") until 30 June 2028.**

4. MUTUAL GOOD FAITH / CO-OPERATION

4.1. Within a reasonable time from the Commencement Date, the Purchaser and the Supplier shall jointly formulate and agree on a formal project and Service delivery plan, setting out the details and timelines associated with the delivery of the Services.

4.2. 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.

4.3. 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 Supplier, including but not limited to the Scope of Work (**PART 4: SPECIFICATIONS**) read with the Supplier's proposal attached as **PART 9: SUPPLIERS PROPOSAL**, subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.

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

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

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**) read with the Supplier's proposal attached as **PART 9: SUPPLIERS PROPOSAL**.

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 the agreed purpose.

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

TENDER NO: 385S/2021/22

VOLUME 2: RETURNABLE DOCUMENTS
(3) DETAILS OF TENDERER

1.1 Type of Entity   (Please tick one box)

- [ ] Individual / Sole Proprietor
- [x] Partnership or Joint Venture or Consortium
- [ ] Trust
- [ ] Close Corporation
- [ ] Company
- [ ] Other: ....

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	First Technology (Pty) Ltd. as Lead Partner and indi as it's Consortium, BUI Medical Technology Suppliers (Pty) Ltd, Galdon Data Computer Services (Pty) Ltd, First Technology Digital (Pty) Ltd
Trading as (if different from above)	First Technology Group Consortium
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)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☑Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☑No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No
	b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No
	c) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐Yes ☐No
	d) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No
	e) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐Yes ☐No

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 386S/2021/22 - SUPPLY INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION 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")	First Technology (Pty) Ltd, as Lead Partner and incl. as it's Consortium; BUI Medical Technology Suppliers (Pty) Ltd, Golden Data Computer Services (Pty) Ltd, First Technology Digital (Pty) Ltd
Trading as (if different from above)	First Technology Group Consortium

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)
████████████████ the capacity of lead partner

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

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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**	███████████
Business Registration	Not applicable	███████████
Tax number (VAT)	████	███████████
Physical Address	████	███████████
Accepted contract sum including tax	As per Pricing Schedule	
Accepted contract duration	from date of commencement until 30 June 2028	
Signed – who by signature hereto warrants authority	███████████	
Name of signatory	███████████	
Signed: Date	███████████	

Signed: Location	████████████████████████████	
Signed: Witness	████████████████████████████	
Name of Witness	████████████████████████████	

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.

FORM OF OFFER AND ACCEPTANCE (Continued)

TENDER: 386S/2021/22- SUPPLY, INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION 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.

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 ▮▮▮▮▮
▮▮▮▮▮▮▮▮▮▮

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

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Intellectual Property of the Purchaser.

5.8.2 The supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the 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 contractors 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
'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 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 be subject to contract price adjustment and the following conditions will be applicable as per Schedule 8 of the tender.

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 they were the acts, defaults or negligence of the supplier.

20.3   Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not 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 Purchaser ;
23.8.5.4   negative social media reports; or
23.8.5.5   adverse assurance (e.g. due diligence) report outcomes..

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

26.   Termination for insolvency

Delete clause 26.1 and replace with the following:

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

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

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

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

a)   hand delivered – on the working day of delivery

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The ▮▮▮▮▮▮ 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 Accreditation / Authorisation Certification

Tenderers must be authorised or accredited by the OSM or copyright holder to sell, distribute, implement and support the software solution and manage any warranty processes and escalations as and when required. Alternatively, should the authorization / accreditation be from a distributor, then a proof of authorization, authorizing the distributor to resell and/or authorize others by the OSM or copyright holder, must be submitted.
Tenderers are to submit, either with their tender submission (attached to Schedule 15A), or within a specified timeframe after being requested to do so; proof of authority from the OSM to sell, distribute, implement and support the products of the OSM or copyright holder.

- Partner Certificate for major accounts
- Certified for Large Organisations Licencing
- Partner Certification status relevant to implementing each of the solutions offered

Such authorisation or accreditation must be maintained for the duration of the contract and to be provided annually or when requested to do so.

37. Contract Performance Criteria.

37.1 The supplier shall adhere to the below Service Level Framework applicable to the

Productivity Solution offered:

Note that a penalty percentage will be applied as per Table 37.1, Table 37.2 and Table 37.3 below if failure of adhering to the tabled metric occurs over a period of 3 consecutive incidences. City reserves the right to review each incident on its own merit with regards to implementation of penalties. The City reserves the right to review each incident on its own merit with regard to implementation of penalties throughout the duration of the contract. Should penalties need to be applied in year 5 of the contract where pre-payments were made for any goods or services, such recoveries will be in the form of credit notes.

The minimum service availability required is as follows:

Table 37.1: Implementation

Key performance indicator (KPI)	Response	Penalty (%) on Milestone Invoice
Quality of Solution delivery and Implementation	Delivery of solution, on-time in line with agreed timelines, meeting all set out functional requirements	4-6 months = 10%, 6-12 months = 20% + 12 months = 35%

Table 37.2: Maintenance and Support

Key performance indicator (KPI)	Response	Severity	Target Response Time	Target Resolution Time (From call acknowledgement)	Reporting	Route Cause Analysis Report	Penalty (%) on latest Maintenance & Support Invoice
Incident resolution	Immediate and sustained effort, using all available resources until resolved. On-call procedures activated, vendor support invoked	Priority 1	15 minutes	4 Hours	Monthly incident report	1 Calendar Week after resolution	10%
Incident resolution	Support Team responds immediately, assess the situation, may interrupt other staff working normal or moderate priority jobs for assistance	Priority 2	15 minutes	8 Hours	Monthly incident report	1 Calendar Week after resolution	5%
Incident resolution	Respond using standard procedures and operating within normal supervisory management structures	Priority 3	15 minutes	12 Hours	Monthly incident report	1 Calendar Week after resolution	3%

Refer to Table 37.4 for Severity Classification

Table 37.3: Licensing

Key performance indicator (KPI)	Response	Penalty (%) Purchase Order
Delivery of Licences	All licenses must be delivered to the City of Cape Town within 5 working days from receipt of the formal purchase order from the City.	5%

**Table 37.4: Severity Classification: Productivity Solution**

| Priority Level	Description	Classification
Priority 1	Any one of the solutions affecting productivity is down throughout the organisation (day or night)	Critical
Priority 2	Any one of the solutions is not performing optimally affecting productivity	High
Priority 3	Some users are experiencing work degradation, relating to implemented solutions	Moderate

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 contractors 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.
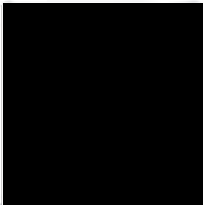
Insurer:
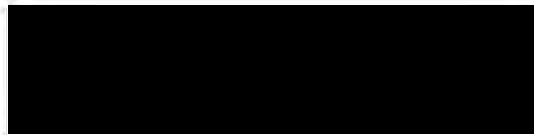
Policy Number:
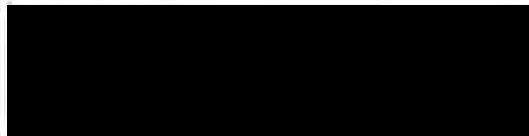Period of Insurance:

**PROFESSIONAL INDEMNITY INSURANCE CONFIRMATION FOR FIRST TECHNOLOGY
HOLDINGS (PTY) LTD**
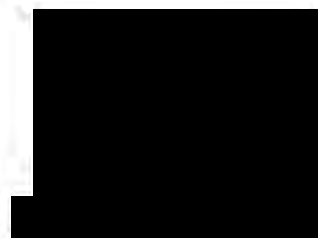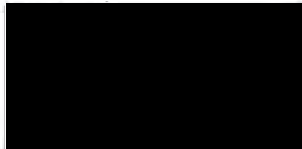
<u>COVER</u>
Professional Indemnity:

Insurer:

Policy Number:
Period of Insurance:

Trust that you will find the above in order. Should you have any queries or require any further
assistance, please do not hesitate to contact me.

Regards,

(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 contractor(s) was/were involved in collusive bidding (or bid rigging).

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

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

1.1 INTRODUCTION AND BACKGROUND

For the City of Cape Town (CoCT) to be future-fit, it recognises the need to enable employees to respond to the changing needs and expectations of its citizens, and to do so with speed and accuracy. As a result, the City acknowledges that its digital architecture is critical for basic service delivery, as is highlighted in numerous IDP objectives and programmes.

There is a need to understand that this is not only a technology transformation, but rather technology enabling new ways of working to drive efficiencies, data-backed decision-making, and ultimately improved service delivery to citizens.

As a technical consideration in the CoCT's CAR Phase II, it was recommended that there are foundational technologies required to be in place prior to the Edge and Core tender processes. These would establish the foundations to enable the future loose coupling.

1.1.1 Overview of CoCT Information Technology Environment

The City of Cape Town has an employee base of 30 000 employees, consisting of permanent, contractors and temporary workers. Of these employees about 90% have access to electronic HR services. There are around 25000 user accounts registered in the directory management service and about 18500 PCs/desktops deployed. There are also privileged accounts, generic accounts and system accounts that fall outside of the employee count.

Current environment is depicted as per diagram below:
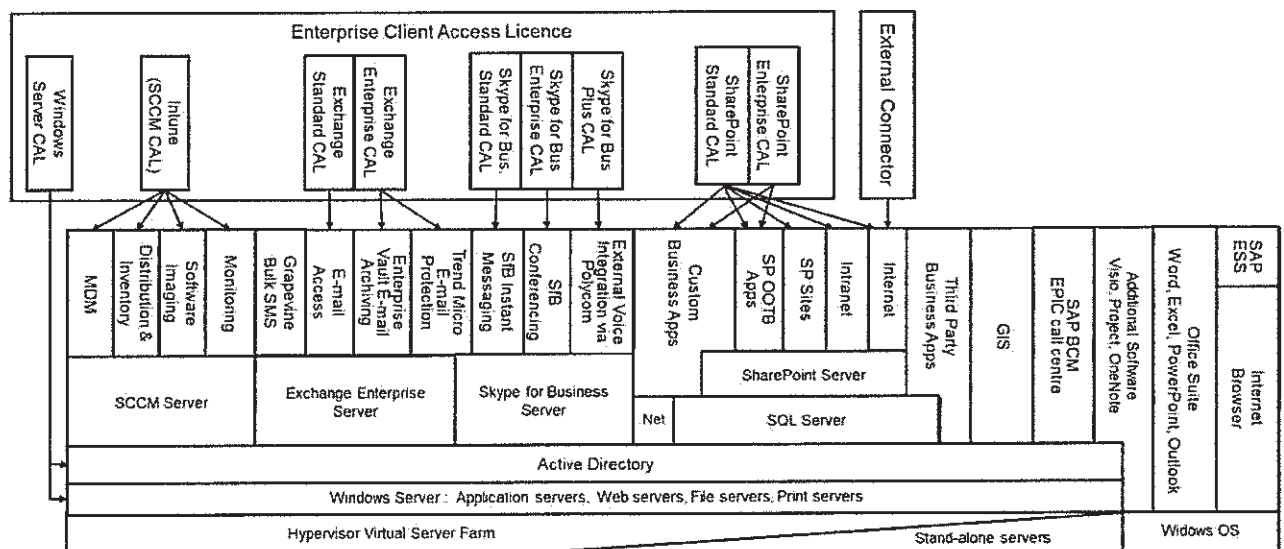
The following should be noted in terms of the current environment:

1. **Productivity Core**

   a) Word Processing
      i. The current Word Processing Tool used is Microsoft Word 2016
      ii. There are specialised users making use of advanced features such as secure scripted templates, mail merge etc.

   b) Presentations
      i. The current Presentations Tool used is Microsoft Powerpoint 2016

   c) Spreadsheets
      i. The current Spreadsheets tool used is Microsoft Excel 2016
      ii. There are specialised users making use of very large and complex inter-linking spreadsheets, complex formulas, pivot tables, scripting, macros etc. There are several links and integration points to Microsoft Excel spreadsheets including reports generated from systems such as SAP, Mitel call centre system, SharePoint, in-house developed and third party applications

   d) Additional Productivity Software
      i. These products are deployed to selected users (purchased individually) as required:
         o Microsoft OneNote 2016
         o Microsoft Access 2016
         o Microsoft Projects 2016
         o Microsoft Visio 2016
         o Microsoft Publisher 2016

   e) E-mail and Archiving:
      i. E-mail Back-end
         o The current e-mail back-end system is Microsoft Exchange 2016
         o Average total mailboxes - 32316
            ▪ User mailboxes - 29429
            ▪ Resources mailboxes - 310
            ▪ Shared mailboxes - 2577
      ii. E-mail Front-end
         o The current e-mail front end system is Outlook 2016.
         o The web front end and remote access via phones and tablets are also supported.
      iii. E-mail Archiving
         o The existing e-mail archiving system is Veritas Enterprise Vault 12.5.2.
         o The system automatically stores all e-mails in a compressed format (3:1 ratio) to save space.
         o Archived e-mails are viewed via a proprietary web front-end or a plug-in available in Microsoft Outlook.
         o 122 TB total capacity in use
      iv. External connections
         o 1200 IP's in the SMTP Relay (2 Million a month)
         o 30 send connectors within exchange
         o One e-mail relay connector to the internet (average 5,000,000 emails sent per month)

   f) Unified Messaging and Collaboration
      i. The current messaging solution is Microsoft Skype for Business 2015 and includes advanced functionality such as voice integration (telephony) as well as integration to Polycom for external video conferencing.
      ii. External Video Conferencing. Currently Polycom is used for specialised video conferencing, external video conferencing and to connect participants dialling in via telephone.

iii.   Total Profiled Skype for Business users -29311
        o Users Profiled Users - 29254
        o Resources Profiled - 57

g) Directory Services
    i.   Microsoft Active Directory (AD) is currently used for Authentication, Managed Group Access, Domain Name Services, Dynamic Host Control Protocol, Certificate services.
    ii.   AD manages authentication of users and user groups and resources (e.g. computers and servers) across all Windows based applications including in-house and third-party developed applications, GIS, various front-end productivity tools and back-end servers (see list below). The authentication methods are Kerberos, NTLM and Certificates.
    iii.   AD is also used for active subnet and site discovery, and used by tools such as software distribution and monitoring. It utilises standards such as Lightweight Directory Access Protocol (LDAP), Secure LDAP (LDAPS) with an average throughput of 930 Gb in and out of the domain per day from 14 hosts. Enforcement of policies and standardisation of the user desktop and server environments is achieved through group policy management.
    iv.   The following applications are currently dependent on Active Directory: MS Exchange, MS Office Suite, MS Skype for Business, SQL Server, MS SharePoint, ESRI Applications (GIS), MS System Centre Configuration Manager (SCCM), Third Party Applications, SAP Afaria, MS SCOM, Custom Development .net applications, AMT, VDI.
    v.   The current Active Directory landscape is:
        o Three domains
        o 13 Domain Controllers / DNS Servers
        o 4000 groups
        o 27000 Users
        o 21 000 Devices

2. Productivity Back-End Service Management

a) Device and Real-Time Monitoring of endpoints is handled in Microsoft System Centre Operations Manager (SCOM)

b) Current software imaging solution is Microsoft System Centre Configuration Manager (SCCM)

c) Mobile Device Management
    i.   Current MDM tools in use are:
        o SAP Afaria v7 SP33
        o Huawei eUDC660 management system (proprietary) which is built for purpose to connect additional services used by safety and security staff
    ii.   Android Field Devices with Android version varying from 4.2 through to 11

d) Software Distribution and Updates, Inventory Management
    i.   Software is currently distributed via Microsoft System Centre Configuration Manager (SCCM)

e) Virtual Server Farm
    i.   The current solution is Microsoft Hypervisor.
    ii.   There are two data centres with replication and failover between the sites.
    iii.   The virtual server farm hosts both Microsoft and Linux servers
    iv.   The City of Cape Town has a total of 294 VM's
        • Windows server 2012 R2 = 210
        • Linux (Redhat + SUSE) = 84
    v.   The VM's can be categorised as

- Small (1 CPU, 2GB RAM, up to 150 GB storage) = 9
- Med (1 CPU, 4 GB RAM, up to 200 GB storage) = 57
- Large (2 CPU, 8 GB RAM, up to 350 GB storage) = 127
- X-Large (4 CPUs, 16 GB + RAM, 500 GB + storage)= 101

vi. The City have a total of 24 hosts (running Windows Server 2012 R2 Data Centre ED) between our two data centres that are housing these VM's.

f) Networked Services
  i. Currently some issuing of IP addresses is handled by DHCP Server
  ii. DNS name resolution is handled by Windows servers (in Active Directory)
  iii. Network printing (central management of remote printer queues) is handled via PrinterLogic a third party solution hosted on the client desktop
    1

g) Bulk SMS:
  - Bulk SMS is handled via GrapeVine SMS which is a hosted cloud solution integrated to several City of Cape Town applications.
  - Grapevine's Outlook SMS Plugin is installed on the desktops to allow sending and receiving of SMS from/into the Microsoft Outlook Client.
  - Bulk SMS can be sent to contacts with mobile numbers associated.
  - The Grapevine's Outlook SMS plugin integrates with Microsoft Excel to allow sending of SMS from Microsoft Excel. This enables functionality like: sending the same/standard message to multiple mobile numbers, or sending personalised SMS example by using a name field and mobile number field with a standard message. An average of 1.2 million SMS's are sent per month;
  - Short-codes = 20 Premium Short-codes
  - Short-codes = 1 x reversed bill short-code

Refer to IS&T Architectural Document **(Annex 4)** for further technical information regarding the CoCT current IT environment.

1.2   SCOPE OF WORKS:

1.2.1   BUSINESS GOAL AND OBJECTIVES

1.2.1.1   The main goal of this project is to provide Core Productivity Applications and Back-end and Service Management Systems thereby supporting the following:
- Improve employee productivity
- Improve remote work capabilities
- Improve audits and controls
- Improve the flow of information in the organization
- Increase access, knowledge sharing and collaboration

1.2.1.2   The key objective is to contribute to productivity gains, leveraging the City's technology investment to maximize staff performance for efficient and effective citywide service delivery.

1.3   DETAILED SCOPE OF THIS SOLUTION

The scope of the Productivity Core and Back-End Service Management Solution is depicted below:

Key

| In Scope |
| Not in Scope |

↕ Directory management Integration (LDAP)

Non-Microsoft Servers (hosted on virtual server farm) — MDM — Distribution & SW Inventory — Software Imaging — Monitoring — Bulk SMS — E-mail Access — E-mail Archiving — E-mail Protection — Instant Messaging — Conferencing — External Voice Integration — Custom Business Apps — SP OOTB Apps — SP Sites — Intranet — Internet — Third Party Business Apps — GIS — SAP BCM EPIC call centre — Additional Productivity Software — Productivity Front-end Editing Tools — SAP ESS — Internet Browser

Configuration Server — E-mail Server — Communications Server — Dev Tools — SharePoint Server — Enterprise Database Server

Directory Management Services

Network Services : Application servers, Web servers, File servers, Print servers

Virtual Server Farm — Stand-alone servers — Widows OS

1.3.1 SCOPE OF THE CORE PRODUCTIVITY SOLUTION

This scope definition is related to **SCHEDULE A** in section **(5) Price Schedule** of this tender document.

The solution provided under Schedule A must be from a **single** Original Software Manufacturer (OSM) and will cover the following functional areas of Productivity Core:

a) Word Processing
b) Presentations
c) Spreadsheets
d) Additional Productivity Software to be deployed to selected users (purchased individually) as required:
    i.   Note Taking
    ii.   Desktop database tool
    iii.   Desktop Project management tool
    iv.   Flowchart and Diagramming Tool
    v.   Media Creation and Publication tool
    vi.   Workforce Productivity
e) Email and Archiving
f) Unified Messaging and Collaboration
g) Directory Management Service

1.3.2 SCOPE OF THE PRODUCTIVITY BACK-END SERVICE MANAGEMENT

This scope definition is related to **SCHEDULE B** in section **(5) Price Schedule** of this tender document.

The solution may be from Multiple OSM's and will cover the following functional areas of Productivity Back-End Service Management:

a) Device and Real-Time Monitoring
b) Software Imaging
c) Software Distribution and Updates and Inventory Management
d) Mobile device management
e) Virtual Server Farm

f) Network Services
g) Bulk SMS

Should your solution rely on a standalone database, the cost of the database licensing must be included in the total price of the scope item. The standalone databases must be of the same OSM across all your proposed solutions for Schedule B of this tender

1.4   FUNCTIONAL REQUIREMENTS

The functional requirements for the Productivity Solution are described below and tenderers must respond as indicated for each table.

1.4.1   FUNCTIONAL REQUIREMENTS FOR A PRODUCTIVITY CORE SOLUTION

The functional requirements for the Productivity Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE A** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column "**Compliant Yes / No / Partially**" whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only.   The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Productivity Solution
Productivity Front-End Tools	• Industry leading and user friendly, front-end editing tools such as word processing, spreadsheet, presentations which will enhance employee productivity. • The front-end editing tools must be well integrated with each other and the proposed e-mail system • The front-end editing tools must be open and easy to integrate with common third party applications • The front-end editing tools must read and save documents directly in predefined storage locations managed by industry leading Records and Document Management solutions - adhering to all security restrictions and version control measures as implemented. • The front-end editing tools must by default be available for off-line use – i.e. not dependent on internet connection. • The front-end editing tools must enable mobile device users to read as well as edit documents. • The front end-editing tools must be able to read and edit historical documents created with the current productivity front-end which

Functional Requirement Category	Functional Requirements – Productivity Solution
	is Microsoft Office Suite Pro 2016 - retaining the features and formatting used. • The front-end editing tools must make use of templates and standardisation including re-use/import of existing templates. • The front-end editing tools must offer document restrictions and protection including but not limited to passwords • The front-end editing tools must offer help features, including search index and online help • The front-end editing tools must offer spell check and thesaurus features in multiple languages including but not limited to English, Afrikaans and Xosa • The front-end editing tools must offer macros and scripting including compatibility with legacy documents • All front end tools must seamlessly cater for remote workforce (e.g. work from home) with employees being able to connect, edit documents and receive updates remotely without having to connect to the City's network • All front end tools must have ability to auto save and recover documents • Ability to inherit global settings for all front end editing tools, e.g. language (EN-ZA), numeric format, date • Ability to configure global settings for all front end editing tools, e.g. save location, default doc type
Word Processing	**The solution shall include a Word Processing tool with functionality including (but not limited to):** • Text formatting and styles • Create and manage text, tables, pictures, charts, shapes, screen shots and hyperlinks • Borders and watermarks • Insert and manage column layouts • Find, replace and select functions • Page and print options, e.g., margins, paper size, headers and footers, page and section breaks, colours, page colours and borders. • Insert and edit tables of contents, table of authorities and table of figures, footnotes, endnotes and bibliographies • Insert and manage equations and symbols • Insert and edit page and paragraph/line numbers • Mail merge and mailing functions using data sources such as external database and spreadsheets • Ability to migrate existing mailing lists to the new system • Review and proofing tools – spell check, grammar, word count, thesaurus, compare documents, comments and track changes • Document view options such as switching windows and splitting views • Help features and prompters assisting users, translate and language settings • Save documents in a variety of formats including but not limited to pdf, docx • Read / import documents in various formats including but not limited to pdf, doc, docx

Functional Requirement Category	Functional Requirements – Productivity Solution
Presentations	The solution shall include Presentation editing and presenting functionality including (but not limited to): • Variety of presentation themes and slide layouts using templates and defaults • Page formatting and print options, such as headers and footers, collation and colour printing. • Insert and manage shapes, text boxes, charts, pictures • Assisted alignment including ruler and snap functions • Ability to zoom in/out for easier editing or to view full page, zoom % • Palette of predefined shapes with easy formatting • Insert and manage audio and video and screen recording. • Ability to add pre-recorded timing and narration to slide show • Apply and manage a variety of slide transitions, animations and slide timing options. • Find, replace and select functions • Save documents or individual pages in a variety of formats including but not limited to pdf, jpeg, xml, pptx and mp4 video • Read / import documents in various formats including but not limited to ppt, pptx, pdf
Spreadsheet	The solution shall include Spreadsheet functionality including (but not limited to): • Import data from a variety of sources and formats including but not limited to csv, XML, xls, xlsx • Insert and edit pivot tables and charts including functionality such as KPIs, measures and data models • Create and edit advanced scripting and form functionality including but not limited to buttons, selection boxes, check boxes, radio buttons • Page formatting and print options, such as headers and footers, collation and colour printing. • Save and export spreadsheets in a variety of formats including .pdf, jpeg, xls, xlsx • Help features, including spell check and thesaurus. • Text and cell formatting, conditional formatting and styles, merging, borders, colours, table templates. • Data validation features. • Sort, filter and find functions including advances features such as slicing and timelines • Insert and edit pictures and shapes, charts, hyperlinks • Create and manage data models and import or access data and run queries from a variety of external sources including SQL databases and Excel spreadsheets • Create and edit mathematical equations and insert special symbols. • Page view options such as arranging windows and splitting views. • Financial, logical, text, date and time, lookup and reference, mathematics and trigonometry and other functions. • Formula error checking including identification of circular reference • Split text into columns based on a separator • Remove duplicates. • What-If analysis, find optimum values and forecasting functions • Combine and split data – cells, rows, columns and spreadsheets. • Move or copy spreadsheets within a file or to a different file.

Functional Requirement Category	Functional Requirements – Productivity Solution
	• Compatible with a variety of 3rd-party add-ins and expansion packs. • Inquiry tools such as file, spreadsheet and cell relationships. • File and spreadsheet protection and cell encryption. • Advanced functionality to remove spaces, characters and leading zeros, without having to use formulas. • Create, manage and populate mailing lists based on internal or external data source • Provide equivalent functionality to existing integration points to SAP and various in-house and third-party applications. • Read and Edit spreadsheets created in MS Excel 2016, including macros and advanced features without loss of format or functionality
Additional Productivity Software	**Make available additional software which will be simple to order and deploy individually to employees on request. Provide a list of additional software and include in the pricing schedule. Desired categories of software include:** • **Note taking software** Create notes across multiple devices and share with others. Insert pictures, screen grabs, audio, video and diagrams from other applications and record audio and video, embed (editable) files, tables, drawings, mathematical equations and use special symbols. Provide templates for various business documents as a framework. Create and edit mathematical equations and use special symbols. Integrate with email and task management application(s). Keep history of edits and versions. Help features and prompters assisting users, spellcheck, thesaurus, translate and language settings. • **Project Management Tool** Creating business projects and creating reports to measure progress and communicate project details. Project visualisation and resource planning as well as modelling of item dependencies. Ability to open an edit historical project documents developed using Microsoft Project 2016 • **Desktop Database Tool** Structured database tool for desktop or shared use. Management of data from databases, files and other data file. Ability to develop and deploy team level applications. Ability to open/import and edit historical database applications developed in Micrisoft Access 2016 • **Flowchart and Diagramming Tool** Creation of flowcharts, network diagrams and architecture designs using standard diagram components and symbols. Compatible with the use of pallets (default or downloaded) for implementing standard diagram types such as flow charts, UML modelling, network diagrams, cloud deployment etc. Ability to open/import and edit historical diagrams developed using Microsoft Visio 2016. • **Media Creating and Publication Tool** Creating and publishing digital media online, print or to email. Full formatting and layout functionality. Ability to open/import and edit historical documents developed using Microsoft Publisher 2016. • **Workforce Productivity** Tools to organise workloads and task scheduling, tracking, in a single integrated Workspace / Dashboard of all activities for team

Functional Requirement Category	Functional Requirements – Productivity Solution
	collaboration and productivity tracking.
Email and Archiving	**E-Mail and E-Mail archiving Front-end** **The front-end for accessing e-mails shall include (but not be limited to):** • Platform optimised experiences on phones (at least iOS and Android), tablets, desktop/laptop computers - in keeping with latest operating system versions • Platform optimized reading of e-mails • The ability to undo mailbox actions such as deleting messages or moving messages • Address book functionality including ability to add contacts from other applications e.g., social media accounts (preferred) • Search suggestions and refiners for an improved search experience - anticipate what the user may be looking for, contextually-aware filters including (but not limited to) date ranges, related senders • Search across local, on-line and archived mailboxes • Rich link preview enabling users to preview items pasted as a link into messages - peek into the contents including video links • Markers allowing users to keep essential e-mails at the top of their inbox and mark others for follow-up • Integrate to accessibility features of the underlying operating system to accommodate users with special needs e.g., poor vision, deafness and other physical disabilities • Set mailbox rules such as out of office message, forwarding, automatic reply and deletion based on message content • Users able to block SPAM and PHISHING emails using desktop email client • Allow forensic auditors to access e-mail for investigation purposes **E-mail Back End** E-mail back-end system offering access to email, calendaring, security and compliance features, high availability and seamless support for on-site, remote and mobile devices. **The e-mail backend system shall include security and compliance features including (but not be limited to):** **Basic e-mail functionality** • Receive, read, compose and sending of e-mails as well as calendaring, task management and contacts management. **Messaging policy and compliance** • Protect sensitive data and inform users of internal compliance policies • Set up policies to keep the organization safe from users who might mistakenly send sensitive information to unauthorized people • Identify, monitor, and protect sensitive data through deep content analysis **Email Transport rules**

Functional Requirement Category	Functional Requirements – Productivity Solution
	• Implement transport rules to take action on messages while in transit - offering a rich set of conditions, exceptions, and actions, which provides flexibility to implement many types of messaging policies • Sending Bulk emails; • Integrate with Analytic Tools for email tracking • Allow anti-spamming and anti-phishing rules; • Rule-based blocking of attachment file types; • Rule-based blacklisting of untrusted domains. **S/MIME (Secure/Multipurpose Internet Mail Extensions)** • Send digitally signed and encrypted messages using S/MIME • Ensure that the message received in the inbox is the exact message that started with the sender • Verify that the message is from the sender is and not from someone pretending to be the sender • Protection for messages at rest and in-transit **Administrative actions** • Search for mailbox data across the organization • Manipulate mailboxes e.g., delete e-mail across the organisation **Transport Layer Security (TLS)** • Encrypt the tunnel or the route between email servers in order to help prevent snooping and eavesdropping **Mailbox audit logging** • Track who logs on to the mailboxes in the organization and what actions are taken • Particularly track access to mailboxes by users other than the mailbox owner - delegate users • Specify which user actions (e.g., moving, or deleting a message) will be logged for which type of logon (e.g., administrator, delegate user, or owner) • Audit log entries must include client IP address, host name, and process or client used to access the mailbox • For items that are moved, the entry must include the name of the destination folder **Administrator audit logging** • Keep a log of the changes an administrator makes affecting the organization • Track the person who made the change • Keep detailed records of the change that was implemented • Comply with regulatory requirements and requests for discovery **The e-mail backend system shall include high availability and resilience features including (but not limited to):** • Fast, reliable, high availability and fault tolerant e-mail service • Service health and performance monitoring and reporting • Solution design to ensure 99.99% uptime • Able to integrate with leading Email Security Solutions. **E-mails must be accessible from various front-end solutions:** • Access email & calendaring natively from mobile devices

Functional Requirement Category	Functional Requirements – Productivity Solution
	(Android, Apple) • Access from a desktop/laptop computer using either: • Full function access from a web browser or • E-mail application deployed on the desktop • Ability to access e-mail while off-line • Access from the City of Cape Town network or directly from the internet **E-Mail Archiving** All e-mails must be kept in an e-mail archiving system and be accessible to authorised users in accordance with data classification rules and in compliance with POPIA **The tenderer shall provide an e-mail archiving solution. Such solution shall include (but not be limited to):** • Automatic storage of all e-mails in read-only mode • Compression of data to reduce storage capacity required • Viewing of archived e-mails either via a plug-in from the e-mail front end (preferred) or alternatively via a web browser • Migration, viewing and restoration of historical archived information - i.e., access to the existing archives in Enterprise Vault • Authenticate users and enable profiles to be managed • Allow active e-mail users to retrieve their own archived e-mails as well as that of a proxy user • Offer advanced search capabilities to locate relevant e-mails making use of Dates, Text searching of the content, from, to and subject fields • Save attachments and be able to search for an attachment • Exporting copies of selected e-mails • Print selected e-mails • Journaling of ALL email transactions • Legal Hold • Allow forensic auditors to access e-mail archives for investigation purposes • Retiring of stored e-mails
Unified Messaging and Collaboration	Collaboration and messaging software which allows people to work together on projects over local and remote networks at the same time and also embraces the communications platforms, including email, instant messaging and desktop videoconferencing. **The system shall provide unified messaging capability which includes (but is not limited to):** • Presence and location status e.g., available, away, do not disturb • Integration with Email/Calendaring Tool • Setup RSVP on online meeting invitations; • Location based Presence Status • File transfer • Desktop remote control privileges in active sessions • Ability to be able to report on the End-user status over a period of time • Transcribing content to text • Preferably G729 level of compression for voice calls. **Peer-to-peer communication**

Functional Requirement Category	Functional Requirements – Productivity Solution

	• Peer-to-Peer Voice calling
	• Peer-to-Peer Video Calling
	• Peer-to Peer Instant Messaging
	
	Desktop Conferencing / Collaboration
	• Conference instant messaging and saving of the conference chat
	• Conference Voice Calling
	• Conference Video Calling
	   o *Screen sharing*
	   o *Present desktop*
	   o *Present program. Allow individuals to zoom and page though the presentation individually, point and draw in a shared manner*
	   o *Play video including sound from shared screen*
	• Present Files
	• White Boarding - collaborative editing/drawing on a shared screen
	• Question and answers
	• Polling - publish a question and allow participants to answer (text, selection) with real time statistics (graph) and save the outcome, with audit logs (anonymous and identified polling)
	• Secure Voting
	   o *Voting must be temper proof*
	   o *Voting results be immediately available after tallying*
	• Ability to stream live online meeting to social media platforms
	• Meeting recording
	• Accommodate interactive large meetings (50 – 400 participants)
	• Accommodate large conferences (above 1,000 attendees – presenters vs attendees)
	
	The messaging/conferencing solution shall be integrated to enterprise voice capabilities including (but not limited to):
	• Native integration with existing PABX
	• Native integration with existing Video Conferencing Platform.
	• Ability to add various dialin rules
	• Ability to setup caller groups
	• Ability to setup boss-secretary groups;
	• Ability to setup hunting lines
	• Integrate with Apple Mac, Windows and Android Operating Systems
	• Link land-line number to the user's name, enables to receive/make land line calls
	• Calling an outside line to add someone during conference call
	• Accept outside line to dial into a conference
	• Billing integration - ability to bill voice calls to relevant department
	• Softphone capability - if a phone call is received it must be able to route to the user's softphone e.g., on desktop computer or mobile device
	• Solution design to ensure 99.99% uptime
	
	Performance Reporting
	• System Usage reporting;
	• Presence status reporting, e.g. location, availability

Functional Requirement Category	Functional Requirements – Productivity Solution
	• Ability to export logs to existing reporting tools

External Video Conferencing
Desktop conference call solution must have the ability to join boardroom based conference calls and joining via telephone

The conference call solution shall include the capability to:
• Connect desktop video conferencing to parties outside the City of Cape Town network through the existing Polycom platform used in boardrooms
• Connect participants to the desktop conference via telephone |
| **Directory Service** | The directory services management tool must handle authorisation of users and devices through Industry leading Identity and Lifecycle Management (ILM) solutions.

The directory services management solution must provide authentication, managed group access, domain name services and dynamic host control protocol and certificate services.

The directory services management solution must provide authentication methods including Kerberos, NTLM and PKI Certificates.

The directory management services solution must fully support applications and tools which are dependent on directory services including those in scope of this tender and other dependent systems such as SQL Server, ESRI Applications (GIS), Third Party Applications, Custom Developed .net applications

The productivity solution shall provide a Directory Services Management tool to handle authorisation of users and networked resources, such as Printers, Servers, Certificates, etc. Such tool shall include (but not be limited to):
• Integration to Industry leading Identity and Lifecycle Management (ILM) solution including single sign-on
• Handle authentication of end users for front-end and/or backend solutions
• Services, training, knowledge transfer and change management required to migrate to the new system including migration tools to move from current to new system
• Seamless authentication of employees working remotely
• Enforcement of policies and standardisation of the user desktop and server environments
• Privileged user access managed in a logical structure/hierarchy through integration to Industry leading Privileged Access Management (PAM) solutions
• Ability to restore deleted users and other objects - maintaining all previous relationships and privileges
• Ability to monitor and provide audit information on servers, users logged in, password changes, group management activities etc.
• When given a username, the directory service should returns the profile of the individual, which can include permissions for data access, as well as employee information.
• When given a machine name, the directory should return the configuration of the hardware, including IP address. |

Functional Requirement Category	Functional Requirements – Productivity Solution
	• Ability to monitor and maintain active subnets and sites in support of software distribution and monitoring • Solution design to ensure 99.99% uptime

1.4.2 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF PRODUCTIVITY SOLUTION - DEVICE AND REAL-TIME MONITORING

The functional requirements for the Productivity Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE B (B1.1)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column "**Compliant Yes / No / Partially**" whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
Device and Real-Time Monitoring	Monitors virtualized and non-virtualized desktops, servers, applications, operating system and network devices for routine and non-routine events. Event managers provide real-time information for immediate use and log events for summary reporting used to analyse network performance. **The system shall provide real time device monitoring which includes (but is not limited to):** • A holistic view of the health of end points - operating system and the applications running on it. • End points include virtualized and non-virtualized desktops, servers, applications, operating system and network devices • Allows for a proactive monitoring environment, detecting and remediating potential failures before they occur thereby reducing the impact to end-users. • Allows for isolation of monitoring activity according to logical business units or technologies • Viewing data for specific business units or technologies is defined via role-based security. • Alerts and other monitoring data can be viewed and edited from a single console. • Able to monitor server application specific services via a console, e.g. uptime and resource thresholds. • Start and end various server and application tasks from the console. • Provide a view of system performance, state and health information. • Integration with Industry leading Security Information and Event Management (SIEM) solutions • End-point device polling should be network efficient and not add load to the LAN /WAN, etc. • The ability to consume and interrogate event logs from multiple/various server operating systems • Solution design to ensure 99.99% uptime

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
	Long Term Data store: • Used to store historical data of the applications. • Currently retained for period of time and then archived (circa 180 days) - ideally longer but constrained to keep manageable (currently in SQL) **Reporting:** • Used to generate reports of system health, state and performance. • Scheduled reporting used for weekly or monthly reports of system health, state and performance in various formats e.g., PDF, Excel, HTML, WORD. • Includes the use of custom reports. **Email/SMS notifications:** • Alerts notification to designated individuals by email or SMS. **Audit Collection Services.** • Collects specific Windows Audit Security log events from the Domain Controllers, to be used for auditing purposes.

1.4.3 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF PRODUCTIVITY SOLUTION – SOFTWARE IMAGING

The functional requirements for the Productivity Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to SCHEDULE B (B1.2) in section (5) Price Schedule of this tender document. The Tenderer must indicate in the column "Compliant Yes / No / Partially" whether the proposed solution adhere or can deliver on ALL the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause 2.2.1 Eligibility Criteria and 2.3.7. Test for responsiveness on this matter.

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution

Software Imaging	Preconfigure a workstation by overwriting the installed operating system with the same or different one, but combined with drivers, a selected set of applications and settings required by the users.
	
	The solution shall offer software imaging including (but not limited to):
	• Download image from licensing portal and import into management tool
	    o Support current and future versions of Microsoft Windows for example Windows 11
	    o Import OS files and drivers into OS Management software
	    o Maintain a database of drivers, software and firmware downloaded
	• Build the image and configure the drivers and software
	• Configure steps to deploy the image to target devices
	• Test the build to specific targeted devices
	• Deploy the image to targeted devices -which may be specific machines or groups as defined in the directory service management tool
	• Deploy OS version updates to targeted devices
	• Ability to update existing image (not over-write)
	• Ability to update software drivers and firmware
	• Manage the database of images e.g. a standard but also specialised images for specific user types for secure management
	• PC hardware agnostic
	• Report on success/failure of deployments
	• Report on workstation health status
	• Ability to integrate with the proposed Software Deployment solution
	• Ability to export images e.g. to USB or external drive
	• Ability to deploy the image over the internet e.g. in remote working scenario and low bandwidth networks (remote imaging)
	• Ability to perform zero-touch image deployment (OS and applications)
	• Ability to perform out of band remote management
	• Seamlessly cater for remote workforce (e.g. remote working) with employees being able to remotely deploy images as well as OS version updates
	• Solution design to ensure 99.99% uptime

1.4.4 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF PRODUCTIVITY SOLUTION - MOBILE DEVICE MANAGEMENT

The functional requirements for the Productivity Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE B (B1.3)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column "**Compliant Yes / No / Partially**" whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solutions

Mobile device management	A mobile Device Management solution to manage devices such as tablets and phones connecting to City of Cape Town network and systems by enforcing certain security controls and ability to remotely wipe if lost or stolen.
	
	Mobile Device Management (MDM) solution shall include (but not be limited to):
	• Manage mobile field devices such as ruggedized handsets and smartphone type devices including but not limited to the latest Android and iOS devices.
	• Easy enrolment and authentication.
	• Profile management - configure and setup of various polices to secure corporate resources, allow or restrict access to certain device features. Impose and enforce policies on mobile devices.
	• Ability to create a standard image to be deployed to mobile devices
	• Support extended device polices and API's such as Samsung SAFE, Knox Standard and Knox policies or equivalent.
	• Provide access to corporate accounts - grant access to e-mail, Wi-Fi, and other kinds of corporate accounts for convenience and security.
	• Group devices to streamline policy distribution - groups based on department or app types.
	• Must integrate with the proposed software deployment technology.
	• Mobile asset management and reports - audit device compliance, scan devices to ensure compliant with company policy, Inventory reports of applications, software, and hardware.
	• App self-service catalogue with ability to deploy new and existing apps - must be compatible with existing SAP custom in-house developed apps.
	• Silent app installation, update or deletion – i.e., without user intervention.
	• App blacklisting and device blacklisting.
	• App-specific policies such as kiosk mode.
	• Device protection - detecting jailbroken or rooted devices, execute remote commands.
	• App security -blacklist malicious apps, remotely configure apps and essential permissions, automate app updates.
	• Protect corporate network access, allow enrolled devices to connect only to authorise Wi-Fi networks.
	• Ability to act as proxy to distribute device specific certificates (integrate into existing public key infrastructure (PKI).
	• Blacklist or whitelisting web content
	• Must be able to manage and configure current devices
	• Must therefore configure and enrol current devices and push policies and apps without any external internet connectivity, in other words bi-directional management
	• Solution design to ensure 99.99% uptime
	• Full device reporting including:
	    o Device Name "Serial No" or "Asset No"
	    o Username
	    o Device Model
	    o Last Connection Date
	    o First Connection Date
	    o IMEI No
	    o Sim card no
	    o Location
	    o Device OS & version/build
	    o Device Configuration Policies

1.4.5 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION - SOFTWARE DISTRIBUTION / UPDATES AND INVENTORY MANAGEMENT

The functional requirements for the Productivity Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE B (B1.4)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column "**Compliant Yes / No / Partially**" whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
Software Distribution and Updates **Inventory Management**	Automated distribution of all desktop based software. This must include reporting on success/failure and ability to view distributed devices and their configuration (inventory) from a central point. **Such a solution must include (but not be limited to):** • Schedule and Install software (and software updates and Device Drivers) on previously identified and inventoried target devices either automatically or as selected by the target user(s) • Ability to schedule non-critical updates outside business hours • Ability for user to postpone installation/reboot within the set parameters • Ability to perform Power Management and configuration centrally for all desktops. • Ability to filter and select targets from the available inventory by various criteria (e.g., Business Unit, Device Type, Operating System, Available Resources, Software License Availability, Geographic Location, Computer Make and Model, Specific Hardware Installed, etc.) • Record and report on the success or failure status of each deployment, and log state messages and error events to facilitate troubleshooting • Identify users and/or devices on the network that are potential targets for software deployment, and report on same = Inventory Reporting • Accumulate data in a self-maintaining central database (i.e., automatic purging of obsolete data), from which a multitude of reports can be drawn (i.e. Software Metering) • Seamlessly cater for remote workforce (e.g. remote working) with employees being able to receive updates remotely without having to connect to the City's network • Ability to link user with device in the hierarchy / container, asset management e.g. how many devices assigned to a user. • Remote Management of clients

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
	• Ability to identify Performance issues • Client Self-healing capabilities • Client online status – Is this device online and connected to the network? • Client activity – Is the client communicating with the server? • Client health check – Periodic evaluation of the client • Obsolete – Is the device obsolete? • Client health dashboard – Provide a dashboard with information about the health of clients in the environment. • Gather hardware/software data about client computers, or to monitor specific mission-critical client computers in the organization • Should report on audit device compliance , scan devices to ensure compliant with company policy, Inventory reports of applications, software, and hardware. • Highlight possible root causes to assist with troubleshooting procedures • Solution design to ensure 99.99% uptime

1.4.6 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION – VIRTUAL SERVER FARM

The functional requirements for the Productivity Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE B (B1.5)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column "**Compliant Yes / No / Partially**" whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Core Productivity Applications
Virtual Server Farm	Host the on-premise virtual server farm for new and legacy backend services in a secure, scalable manner offering high speed, fail-over, monitoring and task automation. The requirement is for a like for like replacement of the current virtualised software environment and excludes hardware. Migration of 10% of existing servers must be included in the pricing and project plan. This is a pilot as must cover a representative sample of all server types. **The virtual server farm system shall include (but not be limited to):** **Virtual machine replication** • Server forwards information about changes that occur on the primary virtual machines to a second or third standby server. • After a planned or unplanned failover from the primary server to the replica server, the extended replica server must provide business continuity protection. • Seamless process – end users should not be aware of this. • Off-line replication if required - to save network bandwidth. **Guest operating system support for both Linux and MS Windows Server** • Run Windows and Linux virtual machines side-by-side on the same host machine. **Dynamic memory** • 'Hot' add and remove functionality without taking the server down. • Ensure policy based allocation of memory resources to each virtual machine. **Online VM storage migration and resize** • Virtual hard disks resized while the virtual machine is running. • Virtual hard disks attached / migrated while the virtual machine is running. **Online backup** • Ability to backup running virtual machines to an online backup target destination • Use native data protection or a third-party backup solution **Fail-Over Clustering** • Enhanced detection of network connectivity or other underlying host issues • If the physical host assigned to the virtual machine suffers a failure (such as a faulty switch port or network adapter, or a disconnected network cable), the failover cluster must move the virtual machine to another node in the cluster to restore network connectivity. • Solution design to ensure 99.99% uptime **Stand-Alone host** • Support stand-alone host servers that are not in a clustered configuration **Virtual Machine Portability** • Export & Import of a running virtual machine from one host to another

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Core Productivity Applications
	Migration (individual machines) • Transparently move running virtual machines from one host to another without perceived downtime -online migration (live migration) • Off-line migration - export to another media (e.g., copy to disk) and import on the other side. **Virtual Machine Management Tools** • Administrative tools to manage hosts and virtual machines (VMs) both locally and remotely • Dashboard / view of performance, errors and alerts • Available remotely - another server or desktop can connect to the host being managed • Execute tasks manually **Task automation** • Automation of management tasks e.g., provide sequencing for multiple servers on host. • Prioritise servers over others • Automation for dependent systems e.g., backup. • Drive the steps from an external system or from within the console. **Support options** • Secure Boot (enabled by default) • Boot from a SCSI virtual hard disk • Boot from a SCSI virtual DVD • PXE boot by using a standard network adapter • UEFI firmware support **Shared Virtual hard disk** • Shared virtual hard disks enable multiple virtual machines to access the same virtual hard disk file. **Modifying and re-sizing virtual disks** • Resize virtual hard disks while the virtual machine is running • Enabling an administrator to perform configuration and maintenance operations while the virtual machine is online or the virtual hard disk data disk is in use. **Start order priority for clustered virtual machines** • Guest VM start-up sequencing. • Also relevant to single instance host - prioritise servers and boot sequencing. **Checkpoint or saved state** • Fully functional point in time" image" of a virtual machine, which can be restored to at a later stage. **Management** • Network diagnostic and troubleshooting tools. • Generate reports and stats. • Command line interface to manage virtual machines. • Facilitate scripting of tasks

1.4.7 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION – NETWORKED SERVICES

The functional requirements for the Productivity Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE B (B1.6)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column "**Compliant Yes / No / Partially**" whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
Networked Services	The solution shall provide networked services including but not limited to: • Queue Base Printing • Dynamic Host Control Protocol (DHCP) • DNS name resolution • Network File Share Service • Solution design to ensure 99.99% uptime

1.4.8 FUNCTIONAL REQUIREMENTS FOR BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION – BULK SMS

The functional requirements for the Productivity Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE B (B1.7)** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column "**Compliant Yes / No./ Partially**" whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in Schedule 15S of the tender. The information provided in Schedule 15S will not be used for evaluation purposes.

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
Bulk SMS	The solution shall offer: • Basic message to feature – email to mobile phone (SMS) • SMS Solution Integration with internal applications, i.e. monitoring applications, SAP, Exchange, etc. • Allow web interface for sending of SMS • Application or Plugin for SMS sending SMS • Enabling Application plugin for sending SMS • Message to smartphone – data notification via application • Enabling the sending of single SMS exceeding the 160 character limit. • Short-code – allowing the sending of SMS to a 5 digit number, e.g. 31373 • Reverse billed SMS – allowing the City to pay for all SMS send to the City • Reverse billed Short-code – Enabling the City to pay for SMS send to the City • Long-code – enabling the City with dedicated long code for SMSs • Enabling the City with USSD • Enabling the City with Reverse billed USSD – The City to pay for all USSD transactions. • Detailed reporting on SMS usage across all SMS features and functionalities • Solution design to ensure 99.99% uptime The bulk SMS functionality must be integrated with the front end e-mail solution provided. This includes but is not limited to: • Receive SMS in a user's mailbox • Send bulk SMS messages to contacts that have mobile numbers associated

Functional Requirement Category	Functional Requirements – Back-End Services and Management of the Productivity Solution
	• Manipulate SMS contact lists externally and import to the system for sending • Sending SMS from applications

1.5 TECHNICAL SPECIFICATION

1.5.1 Technology Supported

The Productivity Solution should support modern technology based on the following extensive or inclusive list 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/Partially** on **Schedule 15T** of the tender. If No or Partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

Paradigm/Context	Protocols	Serialisation/Data Formats
File Transfer	FTP (IETF Datatracker RFC959)	
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)	
Data transfer	LDAPS ODBC	
Security protocols	TLS1.2 or later	
Runtime	Only the Open components of the Java Platform SE/EE must be used eg OpenJDK	

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

1.6   PROJECT REQUIREMENTS

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

The phases and deliverables identified here are aligned with the CoCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to Schedules A to F. Indicate resources and duration for individual scope items on the project plan. The expected overall project duration is expected to be within 24 months.

Any on premise hardware requirements will be procured by the City of Cape Town.

Minimum Requirements for a project plan:
- Include the following activities per scope item:
  o Discovery and Planning
  o Design
  o Development
  o Testing
  o Deployment
  o Migration, Integration and Re-Development
  o Change Management
  o 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 15U of the tender. The information provided will not be used for evaluation purposes.

1.6.1   Requirement for a Productivity Solution Software and Licensing

The following provide for the requirements and deliverables for the Productivity Solution Software and Licencing.
Refer to **Schedule A and B in section (5) Price Schedule**

Deliverable Category	Requirement Description
Software	• Once off cost for Software
Licensing	• Recurring Costs (Annual license cost, pricelist detail to be provided)

1.6.2 Requirement for the Implementation of the Productivity Solution

The following provide of the requirements and deliverable for the full implementation to go-live of the Productivity solution. The phases and deliverables identified here are aligned with the CCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to **Schedule C in section (5) Price Schedule**

The tenderer are required to list all pre-requisites / dependencies that needs to be in place in order for the proposed solution to be implemented. Please respond to this requirement in Schedule 15U of the tender.

Deliverable Category	Requirement Description
Implementation	Implementation encompasses all the post-sale processes involved in the Productivity Solution operating properly in its environment. The expected duration for implementation of all solutions (core and back-end) are 24 months followed by a 3 month post go-live support period. Implementation encompasses all processes involved to ensure it is operating properly: **a) Discovery and Planning** • Assessing the current environment and planning upgrades/replacement to the new proposed solutions **b) Design** • Architectural resilience to ensure 99.9% uptime **c) Build and Implement** • Implementation and configuration of proposed solution **d) Testing** • Testing of proposed solution, minimising disruptions to the City **e) Deployment/Roll-out** • All software is fully configured, ready for use and deployed to the relevant users **f) Migration, Integration and Re-Development** • All users migrated and ready to use the new systems • Any data migration tasks associated with decommissioning of legacy systems in place of the new proposed solution as part of this tender response • Templates and standard documents must be migrated and made available for use • Integration and touch points must be investigated, re-tested, updated and documents migrated as applicable. **g) Change Management** • Organizational change management related to introduction of the new solution - after completion, the organization must be ready to continue operating as before • Change Management includes any interventions that would assist and ensure the end-user remains productive whilst and post implementation of the new solutions. Interventions can include but not limited to:

Deliverable Category	Requirement Description

	o videos
	  o end-user guides
	  o demonstration sessions
	  o self-help communications
	  o training
	• The level of Change Management to be sufficient that most users will not require subject specific classroom based training to switch to the new solution
	
	h) Training
	• IS&T support staff are appropriately trained as detailed in Schedule D
	
	i) Support
	• Provide appropriate level of support as detailed in Schedule E
	• Enhanced three month period of support post Deployment
	
	The tenderer to provide:
	 a) high level plan including all above processes where applicable for each scope item.
	 b) All-encompassing plan to be provided indicating sub-durations and proposed sequencing of scope implementations

Productivity front end	• Deal effectively with migration of power users who have complex documents and make use of advanced functionality • Configure package and roll-out of the productivity tools on the Software distribution platform • Staff communications and Change Management • Training as per Paragraph 13.6.3 • Support as per Paragraph 13.6.4 Expected maximum implementation duration: 12 months
Email and Archiving	**Email:** • 80% users and mailboxes migrated to new email system (Back-end and Front-end respectively) by SI • The remaining 20% to be done operationally by CCT (Back-end and Front-end respectively) SI remain responsible for knowledge transfer and execution. • Prepare the new system and introduce coexistence with the old system Expected maximum implementation duration: 6 months to platform readiness Total maximum project duration 18 months, including all migration **Archiving:**

Deliverable Category	Requirement Description
	• Migrate from Enterprise Vault 65TB (65% to 75% compressed) Total maximum project duration 18 months, including all migration
Unified Messaging and Collaboration	• All users transitioned to new messaging and collaboration system (Back-end and Front-end respectively) by SI) • Integration between legacy and new messaging and collaboration systems to be in place for duration of the transition period Integration of messaging into new e-mail system e.g. calendars, presence • Decommissioning of the old environment Total maximum project duration 12 months
Directory Management Service	• Integration with Identity Lifecycle Management (ILM) system in terms of Authentication • Implement Directory Management Service including migration of users Expected maximum implementation duration: 9 months
Additional Productivity Software	• Deal effectively with migration of power users who have complex documents and make use of advanced functionality • Configure package and roll-out of the respective software on the Software distribution platform • Staff communications and Change Management • Explain process for ordering additional software with timeline and distribution mechanism to make it available to relevant end user (all) • Expected duration of packaging and configuration: 2 Weeks
Device and Real-Time Monitoring	• Install and configure the backend platform • Roll-out to 500 servers • Roll-out to 5000 PC's Expected maximum implementation duration: 3 months to platform readiness Total maximum project duration 12 months, including deployment / roll-out
Software Imaging	• Install and configure the backend platform • Roll-out of Image to 15 000 end points Expected maximum implementation duration: 3 months to platform readiness Total maximum project duration 6 months, including deployment / roll-out

Deliverable Category	Requirement Description
Software Distribution and Updates and Inventory Management	• Install and configure the backend platform • Roll-out to 15 000 end users Expected maximum implementation duration: 3 months to platform readiness Total maximum project duration 6 months, including deployment / roll-out
Mobile device management	• Install and configure the backend platform • Roll-out to 6 000 mobile devices Expected maximum implementation duration: 3 months to platform readiness Total maximum project duration 6 months, including deployment / roll-out
Virtual Server Farm	• Training and knowledge transfer to enable CoCT to do remaining migration • Migration of 80% across all server types • The remaining 20% to be done operationally by CCT. SI remain responsible for knowledge transfer and execution. • Migration of 10% of existing servers must be included in the pricing and project plan. This is a pilot as must cover a representative sample of all server types. • Hardware Procurement and Commissioning is excluded Expected maximum implementation duration for Platform Readiness : 9 Months Expected maximum implementation duration for total project including migration of 10% representative sample: 24 months
Networked Services	• Printer Logic Solution to be configured on new platform • DHCP and DNS configuration and setup Expected implementation duration: 3 months • Vulnerability and CIS compliance mitigation and implementation for the duration of the tender as part of post implementation support. Duration initially 30 days after delivery of respective solutions, thereafter to be maintained for the duration of the tender.
Bulk SMS	• 100% users migrated to Bulk SMS system (Back-end and Front-end respectively) • SI remain responsible for knowledge transfer and execution. • Phased migration

Deliverable Category	Requirement Description
	• Roll-out to 4000 users Expected maximum implementation duration: 3 months to platform readiness Total maximum project duration 6 months, including migration

1.6.3 Requirements for Training Services on the Productivity Solution

The following provide for the requirements and deliverables for training on the Productivity Solution. Refer to Schedule **D in section (5) Price Schedule**

Deliverable Category	Requirement Description
Support Staff Training	It is required to provide for the necessary support structure and resource capacity needs in order to run the Productivity Core and Back-End Services Management solutions effectively through the training of CCT support staff. Support Staff Training encompasses: Provide role based training in the following competency areas: • Level 1 Technical Support Engineer (Junior) • Level 2 Technical Support Engineer (Professional) • Level 3 Technical Support Engineer (Senior Professional) Training to be classroom based or virtual provided in the following possible group/class sizes per competency area. • 1-5 Trainees • 6-10 Trainees • 11+ Trainees Tenderer to provide rate per individual for each of the above mentioned group sizes. Provision to be made for pre- and post go-live training for the specified competency areas allowing for specified group/class sizes, 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.

Train the Trainer for End-user training
 (Business Super users)
	It is required to provide for the necessary training to enable selected business super users to support and provide basic training of the full desktop productivity solutions (Schedule A) to end-users to assist with the transitioning onto the new solutions proposed in this tender
	
	 Train the Trainer encompasses:
	
	 Providing end-user training in the following competency areas:
	
	 • User of the desktop productivity solutions
	     o Word Processing
	     o Spread sheeting
	     o Presentation
	     o Email
	     o Unified Messaging and Collaboration
	
	 Training to be classroom based or virtually provided in the following

			possible group/class.
			• 1-5 Trainees • 6-10 Trainees • 11+ Trainees Tenderer to provide rate per individual for each of the above mentioned group sizes.

Detail on the applicable competency areas are provided below:

Competency Area	Level Definition	Resource Category	Role Description
Level 1 Technical Support Engineer	These are calls that can be resolved by Service Desk through remote assistance – troubleshoot and resolve application	Junior Engineer	• Corrective maintenance including on-site intervention • Diagnosis (show commands), service restoration and/or correction of hardware on site (eg SFPs), resolve basic configuration problems (e.g. re-configure IPs, point static routes and basic IGP/BGP troubleshooting. • On-site assistance (hands and eyes) to L2 Engineer. • Identify and replace SFPs, patching cabling issues etc. • Perform base problem determination and collect relevant technical information for further analysis by a higher level engineer. • Resolve obvious hardware problems e.g. replacement of SFPs, power supplies, fiber leads etc. • Provide basic internetworking troubleshooting (e.g ping, trace route, port bouncing etc. • Collect and supply captured network traces and diagnostic data for further analysis. • Provide problem resolution status report updates and escalate unresolved problems to L2 as required. • Provide access details to L2. • Provide root cause to Technical Operations Centre
Level 2 Technical Support Engineer	These are calls that are troubleshoot and resolve by field engineers. Examples are desktops not able to	Professional Engineer	• Perform all Level-0 &1 Engineer functions including the following: • Remote problem analysis and correction with the assistance of on-site L1 engineer as hands and eyes on site. On site intervention when required in order to assist L1 • Detailed diagnosis (eg performance/analysis of routing/transport protocols (OSPF, BGP, LDP etc)

	communicate with the backend systems		• supported by on-site intervention where appropriate. • Guiding/Assisting of L1 based on findings on L1 investigation / logs etc, confirmed by L1 and on agreement with incident manager. • Resolve the majority of complex configuration problems by troubleshooting • Resolution of most Hardware, and Software problems • Analyse traces and diagnostic data when appropriate as supplied by L1 • Generate workarounds for Hardware and Software bugs (where present or if alternate functionalities allow it) and troubleshooting bugs that were not diagnosed or resolved by L1 • Plan and Resolve Hardware and Software bugs in collaboration with L3 and/OSM support. • Escalate unresolved Problems in a timely manner to. • Upload, install and deploy firmware updates or bug fixes on instruction of vendor • Testing of updates and firmware. • Provide access details to L3 • Provide root cause to Technical Operation Centre
Level 3 Technical Support Engineer	These are issues that are troubleshoot and resolve by System engineers. Example are communication between fileservers and SAN; communication issues between a backend system and the internet, or when system outage is affecting more than 90% of the user community	Senior Professional Engineer	• Perform all Level-0,1 &2 Engineer functions including the following: • Providing support and giving advice to Level 2 upon request in order to solve severe problems. • Assistance of L2 • Escalation to OSM suppliers when necessary. • Providing software patches and implementation procedures to Level 2 support and/or assist when necessary. • Provide enhanced technical support services, and end-to-end network support to investigate and resolve complex problems. • Carry out a focused analysis taking into account the diagnosis results and actions already undertaken by Level 2 team • Take the appropriate corrective actions or determine workarounds for problem neutralization • Provide root cause to Technical Operations Centre

1.6.4   Requirements for Maintenance and Support Services on the Productivity Solution

The following provide for the requirements and deliverables for maintenance and support of the Productivity Solution. Refer to Schedule **E in section (5) Price Schedule**

Deliverable Category	Requirement Description
Maintenance	Ongoing service that ensures the maintenance of the Productivity Core and Back-End Service Management 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 productivity 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. • Technical support will be provided by trained CCT staff (Level 1, 2 and 3) with escalated support to be provided by Tenderer • All application support will be the responsibility of the appointed tenderer • Dedicated end-user support for a defined period after or during roll-out of the Productivity Front-end tools

1.6.5 Requirements for Professional Services for the Productivity Solution

The following provide for the requirements and deliverables for professional services for the Productivity Solution. Refer to Schedule **F in section (5) Price Schedule**

No.	Function / Role	Experience level
1	Project Manager	5+ years relevant experience
2	Senior Project Manager	8+ years relevant experience

No.	Function / Role	Experience level
3	Architect	5+ years relevant experience
4	Senior Architect	10+ years relevant experience
5	Subject matter expert	5+ years relevant experience
6	Senior Subject matter expert	8+ years relevant experience

1.7 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"

1.8 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.

1.9 FORMS FOR CONTRACT ADMINISTRATION

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

a)   Monthly Project Labour Report **(Annex 1).**
b)   B-BBEE Sub-Contract Expenditure Report **(Annex 2).**
c)   Joint Venture Expenditure Report **(Annex 3).**

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.

SCHEDULE A: SUPPLY OF THE PRODUCTIVITY SOLUTION - SUPPLY OF A SOFTWARE AND LICENCING FOR THE PRODUCTIVITY CORE SOLUTION

TABLE A.1: SUPPLY OF THE PRODUCTIVITY CORE SOLUTION

This table is to evaluate the Tenderer's OSM licenses pricing. Refer to Section 13 Specifications (13.4.1) and relevant paragraphs describing the functional requirements for the products listed below. Tenderers must note that the scenario stipulated below will be used for price evaluation purposes ONLY and full pricelist of items available from the OSM relating productivity solutions are to be submitted as part of this bid, as per clause 5.11 of the Price Schedule.

Tenderers must identify the software OSM or vendor in the indicated column (column 3), Supply the Unit Price relating to the Unit of Measure specified in column 4. For the purposes of evaluation, Tenderers must use a fixed exchange rate of R16/5 to calculate the unit price in ZAR. Tenders must further include their respective Mark-up percentage in column 6. A reference as to where the unit price listed in the table can found on the pricelist must be inserted into column 7.

Tenders are reminded to complete Schedule 15J and attach to Schedule 15R the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item No	Description	OSM	Unit of Measure	Unit Price (ZAR)	Mark-Up (%)	Pricelist Reference – Schedule 15O
1	Desktop Productivity Core Software for business comprising of a minimum : • Word Processing • Presentation • Spreadsheets • Email client • Unified messaging and collaboration client	Microsoft Microsoft 365 E3	Per User	Office 365 E3 as part of the M365 E3 Bundle - Annual Price for Subscription R 2 696.40 - This price is only applicable when purchased as the M365 E3	0%	EA Level D with GFA Discount
2	Desktop Project Management Software	Microsoft Project Plan 3	Per User	Annual Price for Subscription R3 312.14	0%	EA Level D with GFA Discount
3	Flowchart and Diagramming Tool	Microsoft Visio Plan 2	Per User	Annual Price for Subscription R1 656.07	0%	EA Level D with GFA Discount

SCHEDULE B: SUPPLY OF BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION

TABLE B.2: SUPPLY OF BACK-END SERVICES AND MANAGEMENT OF THE PRODUCTIVITY SOLUTION

This table is to evaluate the Tenderer's OSM licences pricing relating the supplying of OSM products for Back-end services and management of productivity applications. Refer to Section 13 Specifications (13.4.2 to 13.4.7) and relevant paragraphs describing the technical requirements. Tenders must note that the scenario stipulated below will be used for price evaluation purposes ONLY and full pricelist from the various OSM listed below relating to the productivity solutions proposed are to be submitted as part of this bid.

Tenderers must identify the software OSM or vendor in the indicated column (column 3). Supply the Unit Price relating to the Unit of Measure specified in column 4. For the purposes of evaluation, Tenderers must use a fixed exchange rate of R15/$ to calculate the unit price in ZAR. Tenders must further include their respective Mark-up percentage in column 8 and provide the total unit price inclusive of the Mark-up percentage in column 9. This value (column 9) must then be multiplied by the specified quantity listed in column 10, to provide the sum total in column 11. A reference as to where the unit price listed in the table can found on the pricelist must be inserted into column 12.

Where certain Functionalities in the table below is embedded in other modules listed below, the tenderer can choose where to put the combined pricing and mark these embedded modules as zero costs. Columns 8 and 9 to be populated explaining the price submission for zero costs.

Tenders are reminded to complete Schedules 15K, 15L, 15M, 15N, 15O, 15P, 15Q and attach to Schedule 15R the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item No	Description	OSM	Unit of Measure	Unit Price (ZAR/R)	Mark-Up (%)	Pricelist Reference	Functionality Embedded in Other Modules (Y/N)	Comments Explaining Inclusion (where applicable)
1	Device and Realtime monitoring	Microsoft	Per Server	Annual Azure Subscription - R31 404,60	0%	https://azure.microsoft.com/en-us/pricing/calculator/	N	Azure Arc 16 Per Server Per Month Azure Monitor (log Daily Log +1 sms - R166.47 Per Server Per Month
2	Software Imaging	Microsoft	Per Device	Annual Subscription Price - R1 238.40	0%	EA Level D with GFA Discount	Intune & SCCM Part of EMS E3	EMS E3 as part of the M365 E3 Bundle. This price is only applicable when purchased as The M365 E3
3	Mobile Device Monitoring	Microsoft	Per Device	Annual Subscription Price - R1 238.40	0%	EA Level D with GFA Discount	Intune & SCCM Part of EMS E3	EMS E3 as part of the M365 E3 Bundle This price is only applicable when purchased as the M365 E3
4	Software Distribution and Updates	Microsoft	Per Device	Annual Subscription Price - R1 238.40	0%	EA Level D with GFA Discount	Intune & SCCM Part of EMS E3	EMS E3 as part of the M365 E3 Bundle This price is only applicable when purchased as the M365 E3
5	Virtual Server Farm	Microsoft	Per host	3 Year Annual Price R 108 845 10	0%	SCE Level D with GFA Discount	N	CIS Datacenter 16Core New License
6	Networked Services	Microsoft	Per server	3 Year Annual Price R 108 845 10	0%	SCE Level D with GFA Discount	Windows Server as part of CIS DC 16 Core	CIS Datacenter 16Core New License
7	Bulk SMS	InfoBip - Bulk SMS	Per sms	R0,11	0%	InfoBip SA - Gov Pricing	N	

SCHEDULE C: PROVISION OF ONCE-OFF SERVICES FOR INSTALLATION AND IMPLEMENTATION OF THE PRODUCTIVITY SOLUTION

TABLE C.1: INSTALLATION AND IMPLEMENTATION OF THE PRODUCTIVITY SOLUTION

This table is for the pricing of services to install, configure, and deploy the proposed OSM solution for the proposed Productivity Solution including both the Core and Back End Solutions. Refer to Section 13 Specifications (13.6.2) and relevant paragraphs describing the implementation requirements.

Tenders are reminded to complete the Schedules 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I and attach to Schedule 15R the OSM Recommended Retail Price List.

Item	Description	Unit	Price per unit (Excl. VAT)
C.1.1	Installation and Implementation of the complete Productivity Solution, Including both the Core and Back End Solutions according to the implementation requirements, project methodology and deliverables		
C.1.1.1	Productivity Core (WordProcessing, Presentation, Spreadsheet)	Complete Installation of solution	R 13 969 485
C.1.1.2	Email and Archiving	Complete Installation of solution	R 9 137 463
C.1.1.3	Unified Messaging and Collaboration	Complete Installation of solution	R 1 239 413
C.1.1.4	Directory Service	Complete Installation of solution	R 2 512 193
C.1.1.5	Device and Real-Time Monitoring	Complete Installation of solution	R 7 283 993
C.1.1.6	Software Imaging	Complete Installation of solution	R 3 162 893
C.1.1.7	Software Distribution and Updates and Inventory Management	Complete Installation of solution	R 5 154 593
C.1.1.8	Mobile device management	Complete Installation of solution	R 6 446 093
C.1.1.9	Virtual Server Farm	Complete Installation of solution	R 8 721 293
C.1.1.10	Networked Services	Complete Installation of solution	R 2 340 293
C.1.1.11	Bulk SMS	Complete Installation of solution	R 119 846

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SCHEDULE D: PROVISION OF SERVICES FOR TRAINING ON THE PRODUCTIVITY SOLUTION

TABLE D.1: TRAINING ON THE PRODUCTIVITY SOLUTION

This table is for the pricing of services for training on the OSM solution for the proposed Productivity Solution including both the Core and Back End Solutions. Refer to Section 13 Specifications (13.6.3) and relevant paragraphs describing the training requirements.

Tenders are reminded to complete the Schedules 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I and attach to Schedule 15R the OSM Recommended Retail Price List.

Item	Description	Unit	Price per Unit (excl. VAT)
D.1.1	Role based training for Level 1 competency area (Junior Support Engineer)		
D.1.1.1	Level 1 Role based training: 1 to 5 Trainees (Classroom based)	Rate per Individual	R 29 705.00
D.1.1.2	Level 1 Role based training: 6 to 10 Trainees (Classroom based)	Rate per Individual	R 27 420.00
D.1.1.3	Level 1 Role based training: 11+ Trainees (Classroom based)	Rate per Individual	R 25 135.00
D.1.1.4	Level 1 Role based training: 1 to 5 Trainees (Virtual)	Rate per Individual	R 29 705.00
D.1.1.5	Level 1 Role based training: 6 to 10 Trainees (Virtual)	Rate per Individual	R 25 135.00
D.1.1.6	Level 1 Role based training: 11+ Trainees (Virtual)	Rate per Individual	R 22 650.00
D.1.2	Role based training for Level 2 competency area (Professional Support Engineer)		
D.1.2.1	Level 2 Role based training: 1 to 5 Trainees (Classroom based)	Rate per Individual	R 50 960.00
D.1.2.2	Level 2 Role based training: 6 to 10 Trainees (Classroom based)	Rate per Individual	R 47 040.00
D.1.2.3	Level 2 Role based training: 11+ Trainees (Classroom based)	Rate per Individual	R 43 120.00
D.1.2.4	Level 2 Role based training: 1 to 5 Trainees (Virtual)	Rate per Individual	R 50 960.00
D.1.2.5	Level 2 Role based training: 6 to 10 Trainees (Virtual)	Rate per Individual	R 43 120.00
D.1.2.6	Level 2 Role based training: 11+ Trainees (Virtual)	Rate per Individual	R 39 200.00

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Item	Description	Unit	Price per Unit (excl. VAT)
D.1.3	**Role based training for Level 3 competency area (Senior Professional Support Engineer)**		
D.1.3.1	Level 3 Role based training: 1 to 5 Trainees (Classroom based)	Rate per Individual	R 62 335.00
D.1.3.2	Level 3 Role based training: 6 to 10 Trainees (Classroom based)	Rate per Individual	R 57 540.00
D.1.3.3	Level 3 Role based training: 11+ Trainees (Classroom based)	Rate per Individual	R 52 745.00
D.1.3.4	Level 3 Role based training: 1 to 5 Trainees (Virtual)	Rate per Individual	R 62 335.00
D.1.3.5	Level 3 Role based training: 6 to 10 Trainees (Virtual)	Rate per Individual	R 52 745.00
D.1.3.6	Level 3 Role based training: 11+ Trainees (Virtual)	Rate per Individual	R 47 950.00
D.1.4	**Train the Trainer for End-user training (Business Super users)**		
D.1.4.1	Train the Trainer for End-user training and facilitation: 1 to 5 Trainees (Classroom)	Rate per Individual	R 7075.25
D.1.4.2	Train the Trainer for End-user training and facilitation: 6 to 10 Trainees (Classroom)	Rate per Individual	R 6531.00
D.1.4.3	Train the Trainer for End-user training and facilitation: +11 Trainees (Classroom)	Rate per Individual	R 5986.75
D.1.4.4	Train the Trainer for End-user training and facilitation: 1 to 5 Trainees (Virtual)	Rate per Individual	R 6 748.70
D.1.4.5	Train the Trainer for End-user training and facilitation: 6 to 10 Trainees (Virtual)	Rate per Individual	R 5 986.75
D.1.4.6	Train the Trainer for End-user training and facilitation: +11 Trainees (Virtual)	Rate per Individual	R 5 442.50

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SCHEDULE E: PROVISION OF MAINTENANCE AND SUPPORT SERVICES

TABLE E.1: MAINTENANCE AND SUPPORT SERVICES

This table is for the pricing of maintenance and support services for the Productivity Solution including both the Core and Back End Solutions. Please refer to Section 13 Specifications (13.6.4) for detail specifications of the maintenance and support requirements.

Tenders are reminded to complete the Schedules 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I and attach to Schedule 15R the OSM Recommended Retail Price List.

Item	Description	Unit	Price per unit (Excl. VAT) (Year 1)	Price per unit (Excl. VAT) (Year 2)	Price per unit (Excl. VAT) (Year 3)	Price per unit (Excl. VAT) (Year 4)	Price per unit (Excl. VAT) (Year 5)
E.1.1	Maintenance & Support	Per annum	R 9 714 613	R 10 600 140	R 11 604 713	R 12 709 743	R 13 925 276

SCHEDULE F: PROVISION OF PROFESSIONAL SERVICES FOR THE PRODUCTIVITY SOLUTION

TABLE F.1: PROFESSIONAL SERVICES OF THE PRODUCTIVITY SOLUTION

This table is for the labour rates associated with the ad-hoc professional services for the Productivity Applications Solution including both the Core and Back End Solutions. Please refer to Section 13 Specifications (13.6.5) for detail specifications of the Professional Services requirements.

Tenderers are required to respond for all services. Note rates are fixed and subject to Contract Price Adjustment as set out in Schedule 8. Failure to complete each category of the pricing schedule will render the tender non-responsive. Fill in the costing table as provided below.

Tenders are reminded to complete the Schedules 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I and attach to Schedule 15R the OSM Recommended Retail Price List.

Item	Description	Unit	Price per unit (Excl. VAT) (Year 1)	Price per unit (Excl. VAT) (Year 2)	Price per unit (Excl. VAT) (Year 3)	Price per unit (Excl. VAT) (Year 4)	Price per unit (Excl. VAT) (Year 5)
F.1.1	Project Manager	Per hour	R450.00	R477.00	R500.00	R530.00	R565.00
F.1.2	Senior Project Manager	Per hour	R650.00	R690.00	R730.00	R775.00	R820.00
F.1.3	Architect	Per hour	R1350.00	R1485.00	R1635.00	R1795.00	R1975.00
F1.4	Senior Architect	Per hour	R1550.00	R1700.00	R1875.00	R2065.00	R2275.00
F1.5	Subject matter expert	Per hour	R1350.00	R1485.00	R1635.00	R1795.00	R1975.00
F1.6	Senior Subject matter expert	Per hour	R1550.00	R1700.00	R1875.00	R2065.00	R2275.00

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

Galdon Data Computer Services (Pty) Ltd
....,
(Supplier/Mandatary/Company/CC Name)

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

I, ██████████████ .... , representing

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

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

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.

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(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

First Technology (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.

████████████ .... , representing

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

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

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

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.

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(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

BUI Medical and Technology Suppliers (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

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

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

COID ACT Registration Number: ▮▮▮▮▮▮ ....

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.

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(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

First Technology Digital (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

First Technology Digital (Pty) Ltd

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

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

COID ACT Registration Number: ▆▆▆▆▆▆▆▆ ....

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

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

8.1 Pricing Instructions:

8.2 The %'s tendered for Solutions/ Licences and Back-End Services (Schedules A of the Price Schedule) will be fixed for the duration of the contract.

8.3 The rates tendered for Installation and Implementation (Schedule B of the Price Schedule) will be once-off at the commencement of the contract, and therefore not subject to contract price adjustment.

8.4 Only the rates tendered for Training (Schedule C of the Price Schedule) will be subject to contract price adjustment in terms of Consumer Price Index (CPI), as per the below CPA mechanism.

8.5 The rates tendered for Maintenance & Support and Professional Services (Schedule E and F of the Price Schedule) will be firm for each year of the contract.

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.

PART 8- INFORMATION PROVIDED BY CONTRACTOR

All of the aforementioned information/documentation, as submitted/provided by the Supplier for tender **386S/2021/22: SUPPLY, INSTALL AND MAINTAIN A PRODUCTIVITY SOLUTION FOR THE CITY OF CAPE TOWN,** are incorporated into this Memorandum of agreement by the mere reference thereof.

City of Cape Town

TENDER NO: 386S/2021/2022

SCOPE OF WORK & PROJECT PLAN

First Technology Group

SCOPE OF WORK

For CCT's staff the scope of transition encompasses the modernisations of their workstations and deployment of productivity tooling to their mobile devices. For CCT IT staff, the transition will upgrade supporting back-end infrastructure and will provide them with new monitoring and management capabilities. FTG therefore understands this transition to include the following specifically;

1. The Microsoft Windows 10/11 desktop operating system and Microsoft Office productivity toolset will be deployed to all CCT staff desktops and laptops.

2. Staff mobile devices will be enrolled for management with Microsoft Intune, and will receive the Microsoft Office productivity toolset too.

3. Microsoft OneDrive will be configured for each staff member with which to store, access and share file data.

4. All staff mailboxes will be migrated to Microsoft Exchange Online.

5. Email archiving functionality will be implemented within Microsoft Exchange Online. In this way, once the compliance hold term for archived email is reached, CCT may decommission Veritas Enterprise Vault as it'll no longer be required.

6. Microsoft System Center Configuration Manager will be implemented to better manage staff workstations and simplify software distribution.

7. A new on-premise virtual server farm will be implemented and 10% of CCT's servers will be migrated onto it by FTG.

8. Microsoft System Center Virtual Machine Manager, including Orchestrator will be implemented by FTG to fulfil CCT's stated monitoring and management requirements.

9. Microsoft Azure ARC and Azure ARM will be implemented to further provide for device and real time monitoring too.

10. All networked services will be upgraded to the latest version of Microsoft Windows Server.

11. The transition will bring notable change to CCT's staff community, as well as IT staff. FTG will follow a tried and tested ACM methodology so as to minimise disruption wherever possible.

12. These new services will be maintenance and supported by FTG during the project duration, till project closure. At the close of the project FTG will perform operational handover to CCT's IT staff, at which time FTG will then begin to fulfil the maintenance and support function as stipulated by CCT (RFP section 13.4).

PREREQUISITES AND RECEIVABLES

FTG's requires the following from CCT for successful project execution:

1. FTG will require remote access to CCT's production environment.

2. CCT's 3rd level support staff will be available to collaborate with FTG, where and when sensible to ensure successful completion of the project.

3. CCT's network infrastructure must have the capacity to allow for bulk software deployments

to devices.

4. CCT will ensure that device antivirus instances are current to protect staff against IT security threats.

5. Active Directory Forest and Domain functional levels must be on 2012R2 Level, at minimum.

6. FTG requires Enterprise Admin Rights, Schema Admin, Organization Management and Server Management permission for the duration of the project.

7. CCT will provide FTG with interim local admin rights to Windows servers and desktop devices where appropriate and sensible.

8. CCT is to ensure that the servers and devices that form part of this scope are joined and managed by Microsoft Active Directory.

9. All targeted devices must be compatible and must meet the minimum hardware requirements for the intended software.

10. CCT will manage all external 3rd party firewalls, certificates and network ports for the hybrid join to Office365.

11. Hybrid deployments require the latest Cumulative Update (CU) or Update Rollup (RU) that's available to be installed for your version of Exchange.

12. CCT will make sure that the Database Availability Group is in place and working with not errors or seeding issues.

13. CCT will remedy seeding issues if any do exist withing the Database Availability Groups.

14. CCT will provide FTG with a service account in Office365 for the implementation of Azure AD Connect.

15. CCT to remove SAP Afaria from targeted mobile devices prior to rollout.

16. CCT to remove Huawei MDM from targeted mobile devices prior to rollout.

17. CCT must ensure that all Microsoft System Center servers are on the same network.

18. CCT will remediate corrupt Microsoft System Center Config Manager desktop agents which may prevent completion of the project.

19. CCT will provide with logos and banners to FTG's project team.

20. CCT's SAP provider will create a new Corporate IdP (Identity Platform) in SAP Identity Authentication

21. CCT must create a new Trust Configuration in SAP Cloud Platform Identity Authentication.

22. CCT must ensure that all user data is backed up and retained.

23. CCT must provide a Project Manager to oversee CCT's project resourcing and completion of CCT's tasks.

EXCLUSIONS

FTG's work effort, schedule and pricing is based on the following exclusions:

1. Integration with other systems, networks or packages unless specifically stated in this proposal.

2. Hardware is excluded professional services proposal.

3. Software required for this solution is excluded, and is accounted for separately.

4. No data conversion will be performed of any kind.

5. Remediation of workstations, network infrastructure and user identities.

6. Workstation User State Migration.

7. Devices without the ability to connect to Microsoft O365, Intune and Azure AD services will be excluded.

8. All deployments to end point devices will be done remotely as opposed to requiring desk side visits.

9. FTG will implement the Microsoft 365 E3 components required to address the requirements stated in CCT's Productivity RFP.

10. Only default system reports will be produced and utilised by FTG for CCT.

11. Design or deployment of a Public Key Infrastructure (PKI).

12. Design or deployment of 3rd party reverse proxy solution.

13. Network assessment and configuration including Firewall and / or Proxy server.

14. FTG will not perform third party integration with any systems not specifically mentioned in CCT's Productivity RFP.

15. FTG will not implement Privileged Access Management on premises.

16. FTG will not implement Microsoft Identity Management on premises.

17. The migration from any existing non-Microsoft monitoring solutions.

18. Deployment and management of operating systems other than Windows.

19. Multi Factor Authentication is recommended. It is however excluded from FTG's scope of work as it has not been specifically requested by CCT

20. FTG will implement email archiving within Microsoft Exchange Online to fulfil CCT's email archiving requirement. The migration of CCT's historic archived mail content from Veritas Enterprise Vault to Microsoft Exchange Online is excluded from the FTG scope of work. Staff will view historic archived e-mails either via a plug-in from the e-mail front end or via a web browser.