

TENDER DOCUMENT SAP RELATED LICENSES	 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT	
Approved by Branch Manager: October 2025	Version: 1

TENDER NO.: 92S/2025/26**TENDER DESCRIPTION: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****CONTRACT PERIOD: UP TO 120 (ONE HUNDRED AND TWENTY) MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT (SUBJECT TO THE MFMA SECTION 33 PROCESS)****CLOSING DATE** 03 December 2025**CLOSING TIME** 10:00 am**TENDER BOX NUMBER** 216**TENDER FEE** R200

This is a non-refundable tender fee payable to the City of Cape Town ("CCT") for a hard copy of the Tender Document. It is not applicable to website downloads of the Tender Document.

TENDERER	
NAME of Company / Close Corporation or Partnership / Joint Venture / Consortium or Sole Proprietor / Individual or Trust or Other Business Form / Structure (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Company / Close Corporation / Trust registration number (if applicable)	
Physical address (chosen domicilium citandi et executandi)	

NATURE OF TENDER OFFER (please indicate below)	
Main Tender Offer	
Alternative Tender Offer (see paragraph T.2.2.12 below)	N/A

TENDER SERIAL NO.:
SIGNATURES OF CCT OFFICIALS AT THE TENDER OPENING
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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	31 OCTOBER 2025
SITE VISIT/CLARIFICATION MEETING	:	Time: 10H00 on Date: 07 November 2025 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING:		ONLINE via Microsoft Teams <i>The meeting link can be requested by sending an e-mail request to the CCT representative listed below.</i>
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. : The Tender Document (including the relevant Form(s) of Offer) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement “TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN” , the tender box number and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before the stipulated closing time on the stipulated closing date. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE FOR ENQUIRIES	:	Email: SCM.Tenders13@capetown.gov.za <i>Please ensure to reference the tender number when sending enquiries regarding this tender.</i>

PLEASE NOTE: The CCT will only issue tender documents through its Tender Distribution Office or make it available for download from the CCT Website (www.capetown.gov.za). Tenderers who obtain the document(s) through any other means, will not be known to the CCT and may thus not receive tender notices and addendums.

It is the responsibility of tenderers who obtain documents through any means other than described herein to notify the CCT Tender Representative listed above in T.1 General Tender Information, that they are participating in this tender. The CCT accepts no liability for any tender notices or addendums not reaching any tenderers who obtained documents through any means other than described herein. Please also refer to clause T.2.2.6 with reference to the requirement for Acknowledgement and Compliance with Notices.

T.2 CONDITIONS OF TENDER

2.1. GENERAL

2.1.1. Interpretation

In this Tender Document:

- 2.1.1.1. paragraphs in this Part T.2 (Conditions of Tender) will be cited with the prefix “T.”, for instance the present paragraph will be cited as “paragraph T.2.1.1.”
- 2.1.1.2. paragraphs forming part of the Pricing Instructions in Part C.3 (Pricing Instructions & Schedules) will be cited with the prefix “C.3.”, for instance the first paragraph in the Pricing Instructions will be cited as “paragraph C.3.1.”
- 2.1.1.3. paragraphs forming part of the Specifications in Part C.4 will be cited with the prefix “C.4.”, for instance the first paragraph in the Specifications will be cited as “paragraph C.4.1.”
- 2.1.1.4. clauses forming part of the Special Terms & Conditions of Contract in Part C.5 will be cited with the prefix “C.5.”, for instance the first clause in the Special Terms & Conditions of Contract will be cited as “clause C.5.1.”
- 2.1.1.5. clauses forming part of the General Terms & Conditions of Contract in Part C.6 will be cited with the prefix “C.6.”, for instance the first clause in the General Terms & Conditions of Contract will be cited as “clause C.6.1.”
- 2.1.1.6. “*Appeal Authority*” means responsible for determining any appeals in terms of section 62 of the Municipal Systems Act against the final award(s) of this Tender made by the BAC.
- 2.1.1.7. “*Annual License Maintenance and Support %*” means the % of the total nett price paid by CCT related to supplied perpetual licenses relevant to “SAP Enterprise Management”, “Current SAP Systems” and “Perpetual Records Management and Archiving. SAP Annual License Maintenance and Support (AMS)” refers to the ongoing service agreement between SAP and CCT, under which CCT pays an annual service fee calculated as a percentage of the total net value of perpetual SAP licenses purchased. This fee provides continued access to SAP software updates, legal and regulatory compliance patches, and technical support services for the CCT SAP Enterprise Management, Current SAP Systems, and Perpetual Records Management and Archiving environments.”
- 2.1.1.8. “*Annual License Extended Maintenance and Support %*” means the % of the total nett price paid by CCT related to supplied perpetual licenses which is additional to the “Annual License Maintenance and Support %” and relevant to “Current SAP Systems. Annual License Extended Maintenance and Support fee refers to the additional cost SAP charges when a customer chooses to continue receiving full support for a product version after its mainstream maintenance period has ended.”
- 2.1.1.9. “*Annual License Maintenance and Support Reseller Service Fee %*” means the % margin added to the “Annual License Maintenance and Support %” payable by the CCT to the Reseller for administrative, advisory, and operational services rendered in connection with the procured perpetual licenses relevant to “SAP Enterprise Management”, “Current SAP Systems” and “Perpetual Records Management and Archiving.”
- 2.1.1.10. “*Authorised Reseller*” means “a partner of SAP who has been authorised to order Qualified Software from SAP distributors and to market, license, and distribute that software to end users.”
- 2.1.1.11. “BAC” means the Supply Chain Management Bid Adjudication Committee constituted by the CCT in terms of the SCM Policy, which shall be responsible for the adjudication and award of this Tender.
- 2.1.1.12. “BYOL” means a bring-your-own SAP software license, being a license which authorises the end user to install the licensed software on its computer systems (on-premises) and to retain the license in perpetuity.
- 2.1.1.13. “CCT” means the City of Cape Town, a metropolitan municipality established in terms of the Local Government: Municipal Structures Act 117 of 1998 with its principal place of administration situated at the Civic Centre, 12 Hertzog Boulevard, Cape Town, Western Cape Province, Republic of South Africa.

- 2.1.1.14.** “*City Manager*” means the municipal manager of the CCT appointed in terms of section 54A of the Municipal Systems Act.
- 2.1.1.15.** “*Cloud*” refers to a metaphor for a global computing network of remote servers that run applications, store data, and deliver content and services. The cloud enables data to be accessed online from internet-enabled devices, rather than solely from local computers.
- 2.1.1.16.** “*Conditions of Tender*” means this Part T.2 of this Tender Document.
- 2.1.1.17.** “*Contract*” means the contract resulting from the acceptance of a Tenderer’s offer to provide goods and/or services in accordance with the documents comprising the “Contract” described in the Preamble to Part C of this Tender Document.
- 2.1.1.18.** “*End user*” means a business which has one or more licenses to use SAP software and uses it.
- 2.1.1.19.** “*ERP*” (Enterprise Resource Planning) is a business management software that integrates and automates core business processes, such as financial, supply chain, human resources, and procurement, using a shared database to provide a unified view of operations and data.
- 2.1.1.20.** “*GCC*” means the General Terms & Conditions of Contract in Part C.6 of this Tender Document.
- 2.1.1.21.** “*MAF*” is an abbreviation for “*Manufacturer Authorisation Form*” and means a letter from SAP authorising the Tenderer to resell all the licenses (line items) listed in the Pricing Schedule(s) to which the letter relates.
- 2.1.1.22.** “*MFMA*” means the Local Government: Municipal Finance Management Act 56 of 2003.
- 2.1.1.23.** “*Municipal Council*” means the municipal council of the CCT constituted and elected in terms of the Local Government: Municipal Structures Act 117 of 1998.
- 2.1.1.24.** “*OSM*” refers to Original Software Manufacturer and is the company that creates software which is then used or sold by other companies. For this tender OSM refers to SAP.
- 2.1.1.25.** “*OSM accreditation*” means trusted validation of Reseller solution expertise through globally recognised credentials from OSM.
- 2.1.1.26.** “*OSM % Discount*” means all discounts afforded by SAP in respect of the license in question as at the date of submission of the Tenderer’s bid, which will form part of the total price calculation for evaluation purposes, expressed as percentages of the Unit List Price Excl. VAT, other than the SAP “Partner Discount” (or similar), being the discount afforded by SAP to Authorised Resellers;
- 2.1.1.27.** “*Reseller % Discount*” means the discount of the Tenderer’s bid in respect of the license in question as at the date of submission of the Tenderer’s bid, subject to negotiations during contract finalisation, and thereafter fixed for the remainder of the contract, expressed as percentages of the Unit List Price Excl. VAT per license afforded by SAP to Authorised Resellers (Partner Discount) and passed on to CCT;
- 2.1.1.28.** “*Party*” means the CCT or a Tenderer with which the CCT has concluded a Contract pursuant to this Tender, and “*Parties*” means both the CCT and such Tenderer.
- 2.1.1.29.** “*Perpetual license*” means a license that provides a customer with the use of rights of the software in perpetuity to an agreed quantity of software.
- 2.1.1.30.** “*Pricing Instructions*” means the Pricing Instructions in Part C.3 (Pricing Instructions & Schedules) of this Tender Document.
- 2.1.1.31.** “*Provisional sums*” means a monetary allowance included in the pricing schedule of the contract where the exact nature or extent is not fully defined at the time of contract signing. It is essentially a placeholder in the contract price, allowing for adjustments based on the actual requirements or conditions as the project progresses.
- 2.1.1.32.** “*Returnable Documents*” means the Tender Returnable Documents in Annexures T.1 to T.13 of this Tender Document as well as any other documents which any provision of this Tender requires to be

submitted as part of a tender offer, listed in Annexure T.10 below (List of Other Documents Attached by Tenderer) and attached to Annexure T.10.

- 2.1.1.33.** “SAP” means System Applications Products SE, being a European Company (Societas Europaea) established under the laws of Germany and the European Union with its business address at Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany. SAP is a developer and owner of the intellectual property rights in business computer software (i.e. “SAP software”).
- 2.1.1.34.** “SAP Cloud” means the delivery by SAP Cloud Products to licensed users of computing services, including servers, storage, databases, networking, software, and analytics, over the Internet.
- 2.1.1.35.** “SAP Cloud ERP” refers to SAP’s Enterprise Resource Planning solutions, primarily S/4HANA Cloud, designed to offer real-time business insights, embedded artificial intelligence (AI) delivered over the internet for scalability and lower upfront costs. This is referred to as “SAP Cloud Private Edition” in Pricing Schedule 12.
- 2.1.1.36.** “SAP Cloud Products” refers to cloud-based SAP products that falls in categories Software-as-a-Service (SaaS), Platform-as-a-Service (PaaS) via Business Technology Platform (BTP) and Infrastructure-as-a-Service (IaaS).
- 2.1.1.37.** “SAP ERP on premise” refers to SAP Enterprise Resource Planning Software S/4HANA that is installed and managed locally on a company’s own servers and infrastructure. This is referred to as “SAP Enterprise Management” in Pricing Schedule 1.
- 2.1.1.38.** “SAP (SA)” means Systems Applications Products South Africa (Pty) Ltd, being a company established under the laws of South Africa with its registered address at SAP Business Park, 1 Woodmead Drive, Woodmead, Gauteng Province. SAP (SA) is a wholly owned subsidiary of SAP. SAP (SA) is authorised by SAP to distribute SAP software to customers (end users) in Southern Africa. SAP (SA) does so via authorised SAP channel partners for SAP software (i.e. via “Authorised Resellers”), each of which is authorised to license or license and install particular SAP software on the written terms and conditions stipulated by SAP from time to time (i.e. the “SAP Terms and Conditions”).
- 2.1.1.39.** “SAP related licenses” means all software licenses that can be supplied by SAP.
- 2.1.1.40.** “SAP software” means business computer software developed and owned by SAP.
- 2.1.1.41.** “SAP Terms and Conditions” means the written terms and conditions stipulated by SAP from time to time which govern the licensing and/or installation of SAP software to and/or at end users and the use of the SAP software by them.
- 2.1.1.42.** “SCM Policy” means the Supply Chain Management Policy, as approved by the Municipal Council on 27 March 2008 and as last amended on 27 March 2025 in terms of section 111 of the MFMA.
- 2.1.1.43.** “SCM System” means the supply chain management system followed in relation to this Tender or the supply chain management system followed by the CCT generally, as the case may be.
- 2.1.1.44.** “SCC” means the Special Terms & Conditions of Contract in Part C.5 of this Tender Document.
- 2.1.1.45.** “Specifications” means the Specifications in Part C.4 of this Tender Document.
- 2.1.1.46.** “Supplier” means a successful bidder with which the CCT concludes a Contract pursuant to this Tender.
- 2.1.1.47.** “Systems Act” means the Local Government: Municipal Systems Act 32 of 2000.
- 2.1.1.48.** “Tenderer” means a bidder for a Contract in terms of this Tender.
- 2.1.1.49.** “Total Schedule Discount %” means the aggregate of the OSM % Discount and the Reseller % Discount, which will be applied in calculating the total price for evaluation purposes;.
- 2.1.1.50.** “Unit List Price Excl. VAT” means the SAP list price for the license (line item) in question as at the date of submission of the Tenderer’s bid, which will form part of the total price calculation for evaluation purposes, expressed in South African Rands and cents, excluding VAT.

2.1.1.51. "VAT" means value-added-tax payable in terms of the Value-added Tax Act 89 of 1991.

2.1.2. The Parties' general obligations, SCM Policy and general prohibitions

2.1.2.1. The CCT and each tenderer submitting a tender offer shall comply with the Conditions of Tender.

2.1.2.2. The Returnable Documents in Annexures T.1 to T.13 of this Tender Document form part of the Conditions of Tender.

2.1.2.3. This Tender shall be subject to the SCM Policy applicable on the date the bid was advertised and as it may be amended from time to time thereafter. Please refer to the CCT's current SCM Policy on the CCT's website at www.capetown.gov.za.

2.1.2.4. Abuse of the SCM Policy and/or the CCT's supply chain management system is prohibited and may result, inter alia, in (1) the affected tender offer being rejected; (2) cancellation of any Contract resulting from the affected tender offer; (3) restriction of the supplier; and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws.

2.1.2.5. The CCT, the Tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions using Schedule T.3 (Conflict of Interest Declaration). Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

2.1.2.6. The Tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the relevant Contract(s).

2.1.2.7. In all their dealings with one another in relation to this Tender, the CCT and the Tenderer shall discharge their legal duties and obligations, including but not limited to those set out in the Conditions of Tender, timeously and with integrity and equitably, honestly and transparently.

2.1.3. Communication during tender process

Verbal or any other form of communication to Suppliers / Tenderers from the CCT, its employees, representatives, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be binding on the CCT unless communicated or confirmed by the CCT in writing by its Director: Supply Chain Management or their nominee; and any communication by a Tenderer / Supplier, its employees, representatives, agents or advisors shall not be binding on the CCT unless communicated to the CCT or confirmed in writing by the Suppliers / Tenderers, or their duly authorised representatives and accepted by the CCT in writing by its Director: Supply Chain Management or their nominee.

2.1.4. Goods and services to be procured

2.1.4.1. By means of this Tender the CCT aims to procure, from Authorised Resellers, SAP related licenses, as and when required, for the CCT's core financial and operational computer systems, which include but are not limited to:

- (a) SAP Enterprise Management together with Current SAP Systems, and their respective Annual License Maintenance and Support, Annual License Maintenance and Support Reseller Service Fee and for Current SAP Systems Annual License Extended Maintenance and Support; AND
- (b) SAP Cloud ERP Private Edition; AND
- (c) 10 (ten) different sets of specialised SAP Cloud Products; AND
- (d) SAP Open Text licenses for Record Management and Archiving, as Cloud solution OR

Perpetual solution with its Annual License Maintenance and Support as well as Annual License Maintenance and Support Reseller Service Fee.

2.1.4.2. The specific SAP related licenses in question the CCT may so procure appear from Pricing Schedules 1 to 14 (being Tables C.3.1 to C.3.14) in Part C.3 of this Tender, being:

- Pricing Schedule 1: SAP Enterprise Management (Table C.3.1);
- Pricing Schedule 2: Human Capital Management (Table C.3.2);
- Pricing Schedule 3: Travel & Expense Management (Table C.3.3);
- Pricing Schedule 4: Spend Management (Table C.3.4);
- Pricing Schedule 5: Service Management (Table C.3.5);
- Pricing Schedule 6: Business Technology Platform (Table C.3.6);
- Pricing Schedule 7: Business Data Cloud (Table C.3.7);
- Pricing Schedule 8: Asset Management (Table C.3.8);
- Pricing Schedule 9: SAP Industry Cloud (Table C.3.9);
- Pricing Schedule 10: Governance and Compliance (Table C.3.10);
- Pricing Schedule 11: Business Transformation Management (Table C.3.11);
- Pricing Schedule 12: SAP Cloud ERP Private Edition (Table C.3.12);
- Pricing Schedule 13: Cloud Record Management and Archiving (Table C.3.13); and
- Pricing Schedule 14: Perpetual Record Management and Archiving (Table C.3.14).

2.1.5. Bids and awards under this Tender

2.1.5.1. This tender consists of a total of 14 (fourteen) Pricing Schedules and bidders may respond to one or more or all of Pricing Schedules 1 to 14 (being Tables C.3.1 to C.3.14) in Part C.3 of this Tender; as an award will be made per Pricing Schedule.

2.1.5.2. A bidder which responds to a Pricing Schedule in Part C.3 of this Tender is required to offer (and price for) all licenses (line items) within a specific schedule in the manner required by the Pricing Instructions in Part C.3 of this Tender. If a bidder does not duly do so, its bid in respect of the Schedule in question will be non-responsive and its offer for that Schedule will not be considered further by the CCT.

2.1.5.3. As appears more fully from the remainder of the Conditions of Tender in this Part T.2, from the Pricing Instructions in Part C.3 of this Tender and from the Special Terms & Conditions of Contract in Part C.5 of this Tender:

- (a) when completing a Pricing Schedule in Part C.3 of this Tender, the Tenderers must include, in relation to each license (line item), the following:
 - (i) the Unit List Price Excl. VAT, being the SAP list price per unit valid as at the closing date of this Tender, excluding VAT;
 - (ii) the OSM % Discount expressed as a percentage of the Unit List Price Excl. VAT, being the discounts afforded by SAP in respect of the schedule in question as valid at the closing date of this Tender, other than the SAP "Partner Discount" (or similar), being the discount afforded by SAP to all Authorised Resellers; and
 - (iii) the Reseller % Discount expressed as a percentage of the on the Unit List Price Excl. VAT, being the discount, additional to the OSM % Discount referred to in (ii) above,

which the Tenderer is offering to the CCT in respect of the license in question.

- (b) when completing Pricing Schedule 1 (SAP Enterprise Management) and Pricing Schedule 14 (Perpetual Record Management and Archiving) in Part C.3 of this Tender, the Tenderers must include the following:
- (i) the Annual License Maintenance and Support fee which shall be expressed as a % of the total nett price paid by CCT related to supplied perpetual licenses:
 - for “SAP S/4HANA Enterprise Management” in line 25 of Pricing Schedule 1; and
 - for “Current SAP Systems” in line 119 of Pricing Schedule 1; and
 - for “Perpetual Record Management and Archiving” in line 4 of Pricing Schedule 14.
 - (ii) the Annual License Extended Maintenance and Support fee which shall be expressed as a % of the total nett price paid by the CCT related to supplied perpetual licenses, which is additional to the Annual License Maintenance and Support fee:
 - for “Current SAP Systems” in line 120 of Pricing Schedule 1; and
 - (iii) the Annual License Maintenance and Support Reseller Service fee which shall be expressed as a % of the Annual License Maintenance and Support fee paid by CCT supplied related to perpetual licenses:
 - for “SAP S/4HANA Enterprise Management” in line 26 of Pricing Schedule 1; and
 - for “Current SAP Systems” in line 121 of Pricing Schedule 1; and
 - for “Perpetual Record Management and Archiving” in line 5 of Pricing Schedule 14.
- (c) the percentages of all:
- (i) the OSM % Discount referred to in paragraph (a)(ii) above; and
 - (ii) the Reseller % Discount referred to in paragraph (a)(iii) above,
- shall be the same in respect of all licenses (line items) in a Pricing Schedule;
- (d) for purposes of adjudicating this Tender, points for price (and specific goals) shall be allocated with reference to the calculated total for each Pricing schedule as defined in clause T.2.3.9.3. 1.(c), which sets out the method of evaluation that will be applicable to this tender.
- (e) subject to the outcome of any negotiation by the CCT of the final terms of the Contract with a preferred bidder (per Pricing Schedule) following its identification as such pursuant to paragraph T.2.3.10 below, it shall be a term of any Contract between the Parties concluded pursuant to this Tender that:
- (i) the OSM % Discount referred to in paragraph (a)(ii) above, the Reseller % Discount referred to in (a)(iii) above and any further *ad hoc* discounts, such as volume discounts, which SAP may grant to the CCT shall be applied to the Unit List Price Excl. VAT at the times when the Reseller supplies to the CCT any of the licenses (line items) listed in the Pricing Schedule; and
 - (ii) any conversion credits / rebates / refunds which SAP may grant to the CCT for the conversion or return of any of its Current SAP Systems licenses at the times when the Reseller supplies to the CCT any of the licenses (line items) listed in the Schedule shall also be applied to the Unit List Price Excl. VAT at those times.

that is to say, in determining the price to be paid by the CCT to the Reseller in respect of those items, the Unit List Price Excl. VAT at those times shall, subject to the outcome of any the negotiation by the CCT of the final terms of the Contract with a preferred bidder following its

identification as such pursuant to paragraph T.2.3.10 below, be reduced by the OSM % Discount referred to in (a)(ii) above, the Supplier's Reseller % Discount referred to in (a)(iii) above, any such further *ad hoc* SAP discounts and any such conversion credits / rebates / refunds.

2.1.5.4. Subject to paragraphs T.2.1.5.5 and T.2.3.9 below, the CCT intends making the following award pursuant to this Tender in respect of each of Pricing Schedules 1 to 14 (being Tables C.3.1 to C.3.14) in Part C.3 of this Tender:

- (a) an award to one "Winner", being the responsive bidder which scores the highest number of points and, if any negotiations pursuant to its being identified as the preferred bidder result in acceptable contract terms, with which the CCT will Conclude a contract to supply the licenses and any other items listed in the relevant Pricing Schedule as and when and to the extent called upon by the CCT to do so;
- (b) Should the CCT deem it necessary, standby bidders may be identified for each of the relevant Pricing Schedules.

➤ **Nomination of Standby Bidder**

"Standby Bidder" means a bidder, identified by the CCT at the time of awarding a bid that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included in its SCM Policy, as amended from time to time.

2.1.5.5. The CCT:

- (a) reserves the right not to make an award or any awards pursuant to this Tender in respect of one or more or all of Pricing Schedules 1 to 14 (being Tables C.3.1 to C.3.14) in Part C.3 of this Tender;
- (b) shall not make an award or any awards pursuant to this Tender as the case may be:
 - (i) if, due to changed circumstances, there is no longer a need for the SAP software licenses or services in question;
 - (ii) if funds are no longer available to cover the total envisaged expenditure;
 - (iii) if no acceptable tenders are received;
 - (iv) if there is a material irregularity in the tender process; or
 - (v) if the Parties are unable to negotiate market related pricing, as per the circumstances set out in paragraph T.2.3.10.11 below.
- (c) shall not make an award or any award to a bidder pursuant to this Tender or conclude a Contract with a bidder, and shall cancel any Contract with a supplier resulting from this Tender, if:
 - (i) the bidder/supplier lacks the legal capacity to enter into a contract, is declared to be of unsound mind by a court of the Republic of South Africa, or is disqualified by such a court to act as a director of a company;
 - (ii) the bidder/supplier dies;
 - (iii) the bidder/supplier is or becomes an unrehabilitated insolvent or otherwise incompetent in law to administer their estate;
 - (iv) the bidder/supplier is placed in business rescue or in liquidation;
 - (v) the bidder/supplier is convicted of an offence and sentenced to imprisonment without the option of a fine, or is convicted of any offence involving dishonesty, and the time for an appeal has expired or an appeal has been determined adversely to them;

- (vi) the bidder/supplier is found by a court in the Republic of South Africa, during the past 5 (five) years, to have contravened the Competition Act 89 of 1998;
- (vii) the bidder/supplier or any of its directors (if it is a company), partners (if it is a partnership), members (if it is a consortium or joint venture) or trustees (if it is a trust), is/are in arrears for more than three months with the payment to the CCT of any municipal rates, municipal taxes or municipal service charges;
- (viii) within the past 5 (five) years, the bidder/supplier wilfully neglected, reneged on or failed to perform satisfactorily in terms of any contract with the CCT or any other organ of state and/or to comply with a notice to remedy a material breach of such contract;
- (ix) the bidder/supplier is, or any of its directors (if it is a company), partners (if it is a partnership), members (if it is a consortium or joint venture) or trustees (if it is a trust), is/are a person or entity whose name appears on the National Treasury's Database of Restricted Suppliers and/or Register for Tender Defaulters and/or on the City's Register of Tender and Contract Defaulters;
- (x) the bidder/supplier has a conflict of interest in relation to the Contract and/or the performance of the Contract;
- (ix) the bidder's/supplier's tax affairs with the South African Revenue Service (SARS) are not in order. Before making an award the CCT must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the CCT, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the CCT via CSD or e-Filing. The CCT should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the Details of Tenderer pages of the tender submission, are not required to register for a tax compliance status with SARS.

- (d) reserves the right not to make an award or any award pursuant to this Tender to a bidder, and to cancel any Contract with a supplier resulting from this Tender, if the making of the award or the implementation or further implementation of the Contract as the case may be, may result in reputational harm to the City, including but not limited to circumstances where the bidder/supplier:
 - (i) is the subject of a report(s) of poor governance or unethical behaviour or of negative media reports (including negative social media reports);
 - (ii) is the subject of a negative assurance (due diligence) report(s);
 - (iii) is associated with a notorious person(s) or with the close family member(s) of such a person(s); or
 - (iv) employs or is directed by a person(s) previously in service of the state (as defined in paragraph T.2.2.1.5(a)(i) below) who has been negatively implicated in any supply chain management irregularity while in service of the state;
- (e) shall give written notice to the relevant bidder(s) of any decision not to make an award or any award pursuant to this Tender in terms of paragraph T.2.1.5.5;
- (f) shall give written notice to the relevant supplier of any cancellation of a Contract in terms of paragraph T.2.1.5.5;
- (g) shall, subject to paragraph T.2.3.15 below, give written reasons for any cancellation in terms of paragraph T.2.1.5.5, if requested in writing to do so by a relevant bidder/supplier; and

- (h) shall not incur or accept any liability to a bidder/supplier due to any cancellation in terms of paragraph T.2.1.5.5.

2.1.6. Objections, complaints, queries and disputes

2.1.6.1. Persons aggrieved by decisions or actions taken in the implementation of the SCM System in relation to this Tender or arising from any Contract concluded pursuant to this Tender, may lodge with the City Manager within 14 (fourteen) days of the relevant decision or action, a written objection, complaint or query against the relevant decision or action.

2.1.6.2. Any such written objection, complaint or query must:

- (a) be accompanied by a copy of any notification advising the person of the decision or action;
- (b) state the reasons why the person is objecting against or complaining about the decision or action or state the query about it, as the case may be;
- (c) state any remedy sought;
- (d) be addressed to the City Manager, care of the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager; and
- (e) be delivered:
 - **Via hand delivery at:** 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001, or
 - **Via post at:** Private Bag X918, Cape Town, 8000, or
 - **Via email at:** MSA.Appeals@capetown.gov.za.

2.1.6.3. The period of 14 (fourteen) days referred to in paragraph T.2.1.6.1 above shall be reckoned exclusively of the first and inclusively of the last day, unless the last day happens to fall on a Sunday or on any public holiday, in which case the time shall be reckoned exclusively of the first day and exclusively also of every such Sunday or public holiday.

2.1.6.4. If the person elects to make such written objection, complaint or query via:

- (a) hand delivery, it shall be deemed to have been received on the day of such hand delivery, unless such day is not a business day, in which case it shall be deemed to have been so received on the next business day;
- (b) post, the date of their doing shall be deemed to be 5 (five) business days after the date on which a properly addressed, prepaid registered letter containing the notice is first stamped by the postal service; and
- (c) email, it shall be deemed to have been received 1 (one) business day after the date on which the email was sent.

2.1.6.5. Any purported objection, complaint or query which is lodged with the City Manager later than the period of 14 (fourteen) days in referred to in paragraph T.2.1.6.1 (read with paragraphs T.2.1.6.3 and T.2.1.6.4) above, or which does not comply with paragraph T.2.1.6.2 above, shall be invalid and, accordingly, shall not be resolved in accordance with clauses 416 to 421 of the SCM Policy.

2.1.7. Appeals

2.1.7.1. In terms of section 62 of the Systems Act a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 (twenty-one) days of the date of the notification of the decision.

2.1.7.2. Any such written notice of appeal must:

- (a) be accompanied by a copy of the notification advising the person of the decision appealed against;

- (b) state in which way the appellant's rights are affected by the decision;
- (c) state all of the reasons why the appellant is appealing against the decision;
- (d) state the remedy sought;
- (e) be addressed to the City Manager, care of the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager; and
- (f) be delivered:
 - **Via hand delivery at:** 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001, or
 - **Via post at:** Private Bag X918, Cape Town, 8000, or
 - **Via email at:** MSA.Appeals@capetown.gov.za.

2.1.7.3. The period of 21 (twenty-one) days referred to in paragraph T.2.1.7.1 above shall be reckoned exclusively of the first and inclusively of the last day, unless the last day happens to fall on a Sunday or on any public holiday, in which case the time shall be reckoned exclusively of the first day and exclusively also of every such Sunday or public holiday.

2.1.7.4. If the appellant elects to give notice of the appeal via:

- (a) hand delivery, it shall be deemed to have been received on the day of such hand delivery, unless such day is not a business day, in which case it shall be deemed to have been so received on the next business day;
- (b) post, the date of their doing shall be deemed to be 5 (five) business days after the date on which a properly addressed, prepaid registered letter containing the notice is first stamped by the postal service; and
- (c) email, it shall be deemed to have been received 1 (one) business day after the date on which the email was sent.

2.1.7.5. Any purported appeal by a person whose rights are not affected by the decision in question, or in respect of which notice is given to the City Manager later than the period of 21 (twenty-one) days referred to in paragraph T.2.1.7.1 (read with paragraphs T.2.1.7.3 and T.2.1.7.4) above, or by means of a notice which does not comply with paragraph T.2.1.7.2 above, shall be invalid and, accordingly, shall not be considered and determined by the Appeal Authority.

2.1.7.6. Tenderers are referred to the CCT's Appeals Policy (Policy number 70062) dated 28 May 2025. It contains, among others, particulars of the CCT's fixed upfront administration fee for appeals under section 62 of the Systems Act and of a surcharge which the CCT may impose for vexatious, frivolous or otherwise manifestly inappropriate appeals.

- (a) The current upfront administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the General Ledger ("GL") Data Capture Receipt attached as Schedule T.14: Appeal Administration and Processing Fee, alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using reference number: 198158966. You are required to send proof of payment when lodging your appeal.
- (b) If the current upfront administration fee is not paid before or when lodging an appeal:
 - (i) if the appellant has a municipal account, the fee will be charged as a sundry tariff on the municipal account;
 - (j) otherwise, an invoice with a GL reference number will be generated and the appellant must make such payment at the nearest municipal offices or pay station and deliver the proof of payment to the Appeal Authority in one of the ways specified in paragraph T.2.1.7.2(f) above.
- (c) Non-payment of the upfront administration fee will not result in the CCT not administering the appeal, where it is otherwise valid.

- (d) Should the Appeal Authority find that an appeal is vexatious, frivolous or otherwise manifestly inappropriate, that is it lacks merit and was made to frustrate, harass or subdue other parties or to cause delay or annoyance or for any combination of those purposes, the CCT may, within a reasonable period, but not later than 12 (twelve) months after finalisation of the appeal, after giving the appellant reasonable prior notice of its intention and an opportunity to make written representations, impose on the appellant a surcharge equal to ½ (half) of the administrative cost of processing the appeal plus 0.25% of the appellant's tender price. Any such surcharge shall be due and payable within 30 (thirty) days after delivery by the CCT to the appellant, at their chosen *domicilium citandi et executandi*, of the notice informing them of the imposition of the surcharge.
- (e) Should an appellant refuse or fail to pay the upfront administration fee or surcharge, the CCT may seek to recover it in accordance with the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and the CCT's Credit Control and Debt Collection Policy (as adopted or amended by the Municipal Council from time to time).

2.1.8. Promotion of Access to Information Act 3 of 2000 and Promotion of Administrative Justice Act 2 of 2000

- 2.1.8.1.** The Tenderers' attention is drawn to the Promotion of Access to Information Act 3 of 2000 ("PAIA") and the Promotion of Administrative Justice Act 2 of 2000 which were enacted to give effect to the rights of access to information and to administrative justice in sections 32 and 33 of the Constitution of the Republic of South Africa, 1996.
- 2.1.8.2.** The provisions of paragraphs T.2.1.6 and T.2.1.7 above are not intended to, and do not detract from, any rights Tenderers may have under those Acts in relation to the decisions or actions in question.
- 2.1.8.3.** Any request for access to information in terms of PAIA must be made in writing to:
 - **The City Manager**, care of the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
 - **Via hand delivery at:** 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001, or
 - **Via post at:** Private Bag X918, Cape Town, 8000, or
 - **Via email at:** Access2info.Act@capetown.gov.za.

2.1.9. Protection of Personal Information Act 4 of 2013 (POPIA)

- 2.1.9.1.** Tenderers' attention is drawn to the Protection of Personal Information Act 4 of 2013 ("POPIA") which was enacted to, among others, promote the protection of "Personal Information" "Processed" by public and private bodies, introduce certain conditions so as to establish minimum requirements for the "Processing" of "Personal Information" and provide for the establishment of an Information Regulator to exercise certain powers and to perform certain duties and functions in terms of the POPIA and the PAIA.
- 2.1.9.2.** For purposes of the Conditions of Tender, including this clause 2.1.9, and any Contract resulting from this Tender, the terms "Data Subject", "Personal Information" and "Processing" shall have the meanings set out in section 1 of POPIA, and "Process" shall have a meaning equivalent to "Processing".
- 2.1.9.3.** The CCT, its employees, representatives and sub-contractors may, from time to time, "Process" the Tenderer's and/or its employees', representatives' and/or sub-contractors' "Personal Information", for purposes of, and/or relating to, this Tender, including but not limited to these Conditions of Tender, any Contract(s) resulting from this Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the SCM Policy or as may be otherwise required or permitted by law. This includes the "Processing" of the said "Data Subjects'" "Personal Information" by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for such "Processing" is based on section 11(1)(b) and/or (c) and/or (e) and/or (f) of POPIA as applicable.

2.1.9.4. All requests or queries relating to POPIA must be submitted in writing to:

- **The City Manager**, care of the Information Officer, Office of the City Manager
- **Via hand delivery at:** 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001, or
- **Via post at:** Private Bag X918, Cape Town, 8000, or
- **Via email at:** Popia@capetown.gov.za.

2.1.10. The CCT Supplier Database Registration

2.1.10.1. The CCT Supplier Database contains particulars of all suppliers or prospective suppliers who have registered with the CCT in order to do business with it.

2.1.10.2. Tenderers are required to be registered on the CCT Supplier Database as a service provider.

2.1.10.3. Persons who are not registered on the CCT's Supplier Database are not precluded from submitting Tenders but must register when called upon in writing to do so by the CCT within the period specified therein, failing which no orders can be raised or payments processed from the resulting contract.

2.1.10.4. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

2.1.10.5. Tenderers are informed that the City Manager shall:

- (a) disallow the registration on the CCT's Supplier Database of any person who does not comply with the requirements of the Supplier Registration Application forms or whose name appears on the National Treasury's Database of Restricted Suppliers and/or Register for Tender Defaulters and/or on the City's Register of Tender and Contract Defaulters; and
- (b) remove from the CCT's Supplier Database the name and particulars of any person whose name appears on the National Treasury's Database of Restricted Suppliers or Register for Tender Defaulters or on the City's Register of Tender and Contract Defaulters.

2.1.10.6. Once registered, a person must keep all information concerning them on the CCT Supplier Database up to date.

2.1.10.7. Tenderers who wish to register on the CCT's Supplier Database may collect the Supplier Registration Application forms from 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). Registration forms and related information are also available on the CCT's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier Registration).

2.1.10.8. Tenderers are solely responsible for their registration on the CCT's Supplier Database and for ensuring the accuracy of all information concerning them on the CCT's Supplier Database.

2.1.10.9. The CCT will not conclude a Contract with any Tenderer who is not registered on the CCT's Supplier Database or whose information on the CCT's Supplier Database is incorrect in any material respect.

2.1.10.10. The CCT will not place orders with a Supplier or make any payments in terms of a Contract to a Supplier who is not or is no longer registered on the CCT's Supplier's Database or whose information on the CCT's Supplier Database is incorrect in any material respect.

2.1.11. National Treasury Web Based Central Supplier Database Registration

2.1.11.1. In terms of National Treasury Circular No 3 of 2015/16, the National Treasury maintains an internet-based database for all suppliers to Government and its institutions, called the National Treasury Web Based Central Supplier Database ("CSD").

2.1.11.2. Persons who are not registered on the CSD are not precluded from submitting Tenders, but:

- (a) must register when called upon in writing to do so by the CCT and furnish the CCT with written proof that they have done so within the period specified therein; and

- (b) failing which no orders can be raised or payments processed from the resulting contract.
- (c) In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

- 2.1.11.3. Tenderers who wish to register on the CSD may do so via the web address <https://secure.csd.gov.za>.
- 2.1.11.4. Once registered, a person must keep all information concerning them on the CSD up to date.
- 2.1.11.5. Tenderers are solely responsible for their registration on the CSD and for ensuring the accuracy of all information concerning them on the CSD.
- 2.1.11.6. The CCT will not conclude a Contract with any Tenderer who is not registered on the CSD or whose information on the CSD is incorrect in any material respect.
- 2.1.11.7. The CCT will not place orders with a Supplier or make any payments in terms of a Contract to a Supplier who is not or is no longer registered on the CSD or whose information on the CSDD is incorrect in any material respect.

2.1.12. **Contract Period**

The contract period of any Contract resulting from this Tender will be for a period **up to 120 months** from the commencement date of the Contract.

2.1.13. **Approval by the Municipal Council required for any Contract with Budgetary Implications beyond 3 (Three) Financial Years [Section 33 of the MFMA]**

As the Contract will impose financial obligations on the CCT beyond the three years covered in its annual budget for a financial year, the CCT may not conclude any Contract resulting from this Tender and consequently no such Contract may commence without the approval of the Municipal Council first having been obtained in terms of section 33 of the MFMA.

2.2. **TENDERER'S OBLIGATIONS**

2.2.1. **Eligibility Criteria**

2.2.1.1. **A compliant tender offer**

In order to be declared responsive, the Tenderer must submit a tender offer which:

- (a) in all aspects, complies with this Tender, including but not limited to the Conditions of Tender in this Part T.2, the Tender Returnable Documents in Annexure T, the Details of the Tenderer/

Supplier in Part C.1, the Pricing Instructions and Pricing Schedules in Part C.3 and the Specifications in Part C.4;

- (b) is clear and unambiguous;
- (c) includes an irrevocable offer to supply the relevant goods and services in accordance with, among others, the relevant Form(s) of Offer in Part C.2.1 (which must be duly completed and signed), and the General Terms & Conditions of Contract in Part C.6 as amended or supplemented by the Special Terms & Conditions of Contract in Part C.5; and
- (d) complies with the further requirements and is not subject to any of the prohibitions in subparagraphs T.2.2.1.2 to T.2.2.1.16, T.2.2.9 to T.2.2.14, T.2.2.16 and T.2.2.17 below.

2.2.1.2. Details of Tenderer / Supplier

The Tenderer must complete the Details of Tenderer / Supplier form in Part C.1 below.

2.2.1.3. Certificate of Authority for Partnerships / Joint Ventures / Consortia / Trusts

If the Tenderer is a partnership, a joint venture, a consortium or a trust:

- (a) the Tender must include a duly completed and signed Certificate of Authority for Partnerships / Joint Ventures / Consortia / Trusts (Annexure T.1 below) authorising the tender offer to be made and the signatory to sign all documents required by this Tender, including the relevant Form(s) of Offer in Part C.2.1, on behalf of the partnership / joint venture / consortium / trust as the case may be;
- (b) the Tenderer must list the relevant partnership / joint venture / consortium agreement or the relevant trust deed in the List of Other Documents Attached by Tenderer (Annexure T.10 below) and attach a copy of such agreement thereto; and
- (c) the said agreement must include:
 - (i) a description of the circumstances and manner in which the partnership / joint venture / consortium / trust was constituted, will function and will be dissolved (including the consequences of dissolution);
 - (ii) its period of duration (if fixed);
 - (iii) the persons authorised to represent it and incur obligations on its behalf;
 - (iv) particulars of the lead partner, member or trustee, if applicable, and their role(s); and
 - (v) any other information necessary to permit a full appraisal of its functioning.

2.2.1.4. Tax Registration and Compliance

- (a) The Tenderer (other than a foreign vendor or supplier which has answered “No” to all of the questions contained in the Questionnaire to Bidding Foreign Suppliers section of the Part C.1 (Details of Tenderer/Supplier)), and in the case of a Tenderer (other than such a foreign vendor or supplier) which is a partnership / joint venture / consortium / trust, all of the partners, members or trustees as the case may be, must be registered with the South African Revenue Service (“SARS”) including for tax compliance status verification.
- (b) In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the Details of Tenderer pages of the tender submission.

- (c) Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.
- (d) Before making an award the CCT must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the CCT, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the CCT via CSD or e-Filing. The CCT should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.
- (e) Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the Details of Tenderer pages of the tender submission, are not required to register for a tax compliance status with SARS.
- (f) The Tenderer shall list the documents required by (b) and (c) above in the List of Other Documents Attached by Tenderer (Annexure T.10 below) and attach them thereto.

2.2.1.5. Persons in Service of the State

- (a) For purposes of paragraph T.2.2.1.5 and the Declaration of Interest – Persons in Service of the State (Annexure T.2 below):
 - (i) "in service of the state" means to be:
 - (a) a member of-
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act 1 of 1999;
 - (e) an executive member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature;
 - (iii) "principal shareholder" means a person who owns shares in a company or is a member of a close corporation and is actively involved in the management of the company or close corporation or its business and exercises control over the company or close corporation or its business; and
 - (iv) "stakeholder" means a person, other than a shareholder, who is connected with a person which is not a natural person, who stands to benefit financially from any Contract awarded pursuant to this Tender, who participates or will participate in the business of the Tenderer relevant to this Tender and who exercises or will exercise control over such business.
- (b) The following persons and entities will be prohibited from bidding for this Tender and consequently from receiving any award pursuant to this Tender:
 - (i) any person who is in service of the state or who was a member of the Municipal Council or an employee of the CCT at any time during the period of 12 (twelve) months preceding the date of the issuing and publication of this Tender;
 - (ii) in the case of a person which is not a natural person, any such person of which any director, manager or principal shareholder or stakeholder is in the service of the state or was a member of the Municipal Council or an employee of the CCT at any time during the period of 12 (twelve) months preceding the date of the issuing and publication of this Tender;
 - (iii) any partnership / joint venture / consortium / trust of which any partner, member or trustee, as the case may be is in the service of the state or was a member of the Municipal Council or an employee of the CCT at any time during the period of 12

(twelve) months preceding the date of the issuing and publication of this Tender;

- (iv) any person who or entity which at any time during the period of 12 (twelve) months preceding the date of the issuing and publication of this Tender has employed a person who was employed by the CCT at Task Level T14 of higher and who while so employed was a member of or interacted with the CCT's Bid Specification Committee or BEC for this Tender and/or was a member of or interacted with the BAC in relation to this Tender and/or was otherwise involved with the conceptualisation and/or compilation of this Tender; or
- (v) any person who was, or any person, partnership / joint venture / consortium / trust who or which employs a person who was, someone who:
 - (aa) left the CCT's employment whilst under investigation for alleged misconduct or facing disciplinary action or potential disciplinary action by the CCT; or
 - (bb) was involved in a dispute with the CCT during the previous 36 months, or any other period which may be prescribed by law, and as a result was found to have contravened the SCM System and/or to have been involved in any supply chain management irregularity;
 - (cc) was or is an advisor or consultant to the CCT such that there is a conflict of interest and/or any unfair advantage for the Tenderer relative to those of other bidders for this Tender.
- (c) The Tender must include a Declaration of Interest – Persons in Service of the State (Annexure T.2 below) duly signed and completed by or on behalf of the Tenderer.
- (d) If the Tenderer is a partnership / joint venture / consortium / trust, the Tender must include further such declarations duly signed and completed by each partner, member or trustee as the case may be.
- (e) The Tenderer must list the documents required by (d) above in the List of Other Documents Attached by Tenderer (Annexure T.10 below) and attach them thereto.

2.2.1.6. Conflict of Interest Declaration

The Tender shall include a duly completed and signed Conflict of Interest Declaration (Annexure T.3 below).

2.2.1.7. Declaration of Tenderer's Past Supply Chain Management Practices

- (a) The tender offer of any Tenderer may be rejected if that Tenderer or any of its directors/members has/have:
 - (i) abused the supply chain management system of the City or its municipal entities, or committed any fraudulent conduct in relation to such system(s) or been found to have contravened such system(s);
 - (ii) been convicted of fraud or corruption or found to have contravened the Competition Act 89 of 1998 during the past five years;
 - (iii) wilfully neglected, reneged on or failed to comply with any contract with the City or any other organ of state during the past five years; or
 - (iv) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or the National Treasury Database of Restricted Suppliers or the City's Register of Tender and Contract Defaulters.
- (b) The Register for Tender Defaulters and the Database of Restricted Suppliers reside on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on the

relevant link at the bottom of the home page.

- (c) The Tender shall include a duly completed and signed Declaration of Tenderer's Past Supply Chain Management and Business Practices (Annexure T.4 below).
- (d) Where the entity tendering is a partnership / joint venture / consortium / trust:
 - (i) each party to the partnership / joint venture / consortium or each trustee as the case may be shall also duly complete and sign the Declaration of Tenderer's Past Supply Chain Management and Business Practices (Annexure T.4 below) as if they are the Tenderer; and
 - (ii) the Tenderer shall list all such additional Declarations in Annexure T.10 below (List of Other Documents Attached by Tenderer) and attach copies thereof to Annexure T.10 below.

2.2.1.8. Accreditation and Authorisation as a Solution Software Reseller for the Relevant License(s) and Service(es)

- (a) *Only those tenders submitted by tenderers who comply with the accreditation and authorisation requirements as stated in this clause will be declared responsive.*
- (b) **Accreditation:**
 - (i) The Tenderer must be accredited by the relevant OSM to resell all of the licenses (line items) listed in the Pricing Schedule(s) to which its bid relates at the date of tender closing;
 - (ii) Where Tenderers respond to the tender as part of a Joint Venture ("JV") or Consortium, each member of the JV or Consortium is required to be accredited by the relevant OSM to resell all of the licenses (line items) listed in the Pricing Schedule(s) to which its bid relates at the date of tender closing;
 - (iii) The accreditation must remain valid for the duration of the contract;
 - (iv) The Tenderer is required to submit evidence of accreditation for the schedule(s) they are bidding for by completing and returning Annexure T.5 and submitting proof of accreditation certification;
 - (v) The Tenderer must list the relevant accreditation(s) in Annexure T.10 below (List of Other Documents Attached by Tenderer) and attach copies thereof to Annexure T.10 below; and
 - (vi) The CCT reserves the right to confirm the authenticity of the accreditation directly with the OSM.
- (c) **Authorisation:**
 - (i) In addition to the OSM Accreditation (b above) the Tenderer must be authorised in writing by the relevant OSM as suitable and competent to resell all of the licenses (line items) listed in the Pricing Schedule(s) to which its bid relates;
 - (ii) The Tenderer is required to submit evidence of authorisation for the schedule(s) they are bidding for by completing and returning Annexure T.5 and submitting proof of authorisation;
 - (iii) Where Tenderers respond to the tender as part of a Joint Venture ("JV") or Consortium, the relevant member(s) of the JV or Consortium must be authorised by the OSM as suitable and competent to resell all of the licenses (line items) listed in the Pricing Schedule(s) to which its bid relates;
 - (iv) The Tenderer must submit a valid and verifiable "Manufacturer Authorisation Form" (MAF) issued by SAP within 3 months before tender closing, explicitly endorsing the

tenderer as an authorised SAP Reseller to the CCT;

- (v) The Tenderer must list the relevant proof of authorisation(s) in Annexure T.10 below (List of Other Documents Attached by Tenderer) and attach copies thereof to Annexure T.10 below.
- (d) The accreditation(s) referred to in (a) above must be valid at the time of submission of the bid and must either remain valid at the time of any award of this Tender and throughout the contract period of any resulting Contract, or be renewed from time to time by the OSM in which event the Tenderer / Supplier shall forthwith furnish the City with copies and the particulars thereof in accordance with (b) above with the changes required by the change in context.

2.2.1.9. Certificate of Independent Tender Determination

The Tender must include a duly completed and signed Certificate of Independent Tender Determination (Annexure T.6 below).

2.2.1.10. Declaration for Procurement above R10 million

If the total net price (including VAT) of the Tenderer's bid or the aggregate total net price (including VAT) of all the Tenderer's bids (where the Tenderer bids for more than one Pricing Schedule in Part C.3 (Pricing Instructions & Schedules), exceeds R10 million (including VAT), then the Tender must:

- (a) include a duly completed and signed Declaration for Procurement above R10 million (Annexure T.7 below); and
- (b) list any necessary documents in Annexure T.10 below (List of Other Documents Attached by Tenderer) and attach copies thereof to Annexure T.10 below.

2.2.1.11. Preference Points for Specific Goals & Claim Form

- (a) In order for any Tenderer to qualify for preference points for Specific Goals, it is the responsibility of the Tenderer to include a duly completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2022 (Annexure T.8 below), and must further substantiate the claim with documentary proof and list all such documents in the List of Other Documents Attached by Tenderer (Annexure T.10 below) and attach them thereto. The documentary proof required are set out in clause T.2.3.9.3.4, Table B2 (Awards above R50 million (VAT Inclusive)). The evidence to be provided include the following:

- (i) the official registration certificate of the Tenderer (if a company, close-corporation or trust) and/or the official registration certificates of its partners or members or trustees (if they are companies, close-corporations or trusts and the Tenderer is a partnership, consortium or joint venture);
- (ii) a CSD registration report, in relation to the Tenderer or, if the Tenderer is a partnership, consortium, or joint venture, in relation to the Tenderer's partners or members; and
- (iii) certification, from an authoritative person or institution, of the relevant person's or persons' Disability:

- (a) in the case of a person who is disabled:

- a signed certificate by a medical doctor, containing their full names, Health Professions Council of South Africa registration number (or its equivalent if the disabled person is resident outside South Africa) and medical practice address, certifying that they have conducted an assessment of the person in accordance with the Measuring Health and Disability: Manual for WHO Disability Assessment Schedule (WHODAS 2.0) and that the person is disabled and describing the nature and extent (severity) of the disability; and

- a copy of a valid (current) South African Registration Service's Confirmation of Diagnosis of Disability form (ITR-DD form), duly completed by the person and a duly registered medical practitioner who is trained to diagnose the applicable disability or to express an opinion on the disability;
- (iv) if points for Disability, Gender and/or Race are claimed, a diagram and/or a list containing the full names and South African identity numbers (or, in the case of foreign nationals, their nationalities and passport numbers) of all persons with beneficial ownership of the Tenderer and their percentage ownership interests in the Tenderer;
- (v) if points for Race are claimed:
- a Broad-Based Black Economic Empowerment (B-BBEE) certificate issued by a B-BBEE Rating Agency accredited in terms of the South African National Accreditation System (SANAS); or
 - a commissioned affidavit by the Tenderer's representative setting out the factual basis for the claim;
- (vi) if points for the Promotion of Micro and Small Enterprises are claimed, financial statements showing, among others, the rand amount of the annual turnover of the Tenderer and/or of the Tenderer's partners or members (if the Tenderer is a partnership, consortium or joint venture) and/or of the Tenderer's sub-contractors; and
- (vii) a duly sworn and commissioned affidavit by a natural person on behalf of the Tenderer setting out the factual basis(es) for the claim for the points for the Specific Goal(s) in question, certifying that the claim is well-founded and true and that all documents submitted in support of the claim are authentic and true.
- (b) A failure on the part of a Tenderer to substantiate a claim for points for a Specific Goal in accordance with (a) above, may result in the CCT disregarding the claim for such points and, depending on the nature of the deficiency, also in Tenderer being disqualified and in steps being taken against the Tenderer (including but not limited to its listing on the CCT's Register of Tender and Contract Defaulters) and/or (in the event that the Tenderer is successful) the cancellation of the Contract and/or the exercise by the CCT of any other remedies available to it. The CCT reserves the right to verify any claim for points for a Specific Goal and/or to require the Tenderer in question to submit further proof and/or documentation to substantiate the claim.
- (c) If a Tenderer does not include a duly completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2022 (Annexure T.8 below), the Tenderer will not be allocated any points for Specific Goals.
- (d) If a Tender includes a duly completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2022 (Annexure T.8 below), but such form includes a claim for one, or some but not all of the Specific Goals set out in paragraph (f) above, the Tenderer will not be allocated any points for the Specific Goal(s) in respect of which no claim is made.

2.2.1.12. Deviations and/or Qualifications Proposed by Tenderer

- (a) A Tenderer which proposes that any deviations from or qualifications of this Tender be made by the CCT shall include a duly completed and signed list recording and giving reasons therefor in the "Deviations and/or Qualifications Proposed by Tenderer" form (Annexure T.9 below), alternatively such a Tenderer may record and give reasons for any such proposed deviations and/or qualifications in a covering letter attached to its tender, and refer to the letter in the "Deviations and/or Qualifications Proposed by Tenderer" form (Annexure T.9 below), and list the letter in the List of Other Documents Attached by Tenderer (Annexure T.10 below) and attach the letter thereto.
- (b) To be valid and binding on the Parties as a term or condition of any Contract resulting from this Tender, any deviation proposed in a Tenderer's covering letter and/or in its Deviations and/or Qualifications Proposed by Tenderer form (Annexure T.9 below), must be recorded by the CCT in the relevant Schedule(s) of Deviations in Part C.2.3. Unless so recorded, it will not form part

of the Contract.

- (c) A Tenderer which does not propose any such deviations and/or qualifications, must mark the Deviations and/or Qualifications Proposed by Tenderer form (Annexure T.9 below) "NIL" and duly sign and date it.

2.2.1.13. List of Other Documents Attached by Tenderer

The Tender must include a duly completed and signed List of Other Documents Attached by Tenderer (Annexure T.10 below).

2.2.1.14. Record of Addenda to Tender Documents

- (a) Tenderers are referred to paragraph T.2.3.2 (Issue Notices) below.
- (b) If applicable, the Tender must include a duly completed and signed Record of Addenda to Tender Documents (Annexure T.11 below).

2.2.1.15. Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

The Tender must include a duly completed and signed Authorisation for the Deduction of Outstanding Amounts Owed to the CCT (Annexure T.12 below).

2.2.1.16. Appeal Administration and Processing Fee

The Tender must include the blank receipt for the Appeal Administration and Processing Fee (Annexure T.13 below).

2.2.2. Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with the requirements of this Tender.

2.2.3. Check documents

- 2.2.3.1.** The documents issued by the CCT for the purpose of a tender offer are listed in the table of contents of this Tender.
- 2.2.3.2.** Before submission of any tender offer, the Tenderer must check the number of pages, and if any are found to be missing or duplicated, or the figures or writing are indistinct, or if the Pricing Instructions and Pricing Schedules contain any obvious errors, the Tenderer must apply to the CCT at once in writing to have the same rectified.

2.2.4. Confidentiality and copyright of documents

The Tenderer must treat as strictly confidential all matters arising in connection with the tender and must use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.2.5. Reference documents

The Tenderer must obtain, as necessary for submitting a tender offer, copies of the latest versions of any standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the Tender Document(s) by reference.

2.2.6. Acknowledge and comply with notices

- 2.2.6.1.** The Tenderer must acknowledge receipt of Notices to Tenderers which the CCT may issue and must comply fully with all instructions issued in the said notices, and if necessary, apply for an extension of the closing time stated on the front page of the Tender Document, in order to take the notices into account.
- 2.2.6.2.** Notwithstanding any requests for confirmation of receipt of any such notices, if the CCT can show proof of transmission or dispatch thereof to the Tenderer via electronic mail, facsimile, registered post or any other lawful means the Tenderer will be deemed to have received such notices on the date of such transmission, posting or other means of delivery.
- 2.2.6.3.** Any non-compliance with Notices to Tenderers may deem tenderers' offers non-responsive.

2.2.7. Clarification Meeting

- 2.2.7.1.** The Tenderer may attend (and it is recommended that it attend) a non-compulsory Clarification Meeting at which prospective Tenderers will receive a briefing from the CCT regarding this Tender and the Tenderers may pose questions to the CCT. The time, date and venue for the meeting are stated in the General Tender Information in Part T.1 above.
- 2.2.7.2.** A Tenderer which decides to attend the Clarification Meeting, shall be represented there by a duly authorised person who is suitably qualified and experienced to comprehend the details and implications of this Tender and any Contract(s) which may result therefrom.

2.2.8. Seek clarification

- 2.2.8.1.** The Tenderer may request from the CCT clarification of any aspect of this Tender at the Clarification Meeting and/or by giving the CCT written notice of the request which, where possible, shall be made by latest one week before the closing date of this Tender.
- 2.2.8.2.** Any request for clarification which is received by the CCT after the closing date of this Tender, or so close to the closing date that a response is not reasonably possible before that date, will not be responded to.

2.2.9. Pricing the tender offer

The Tenderer must comply with the Pricing Instructions in Part C.3 in relation to all Pricing Schedules therein in respect of which it is making a tender offer.

2.2.10. Alterations to documents

The Tenderer must not make any alterations or additions to the Tender Documents, except to comply with instructions issued by the CCT by means of a Notice to Tenderers, or to correct errors made by the Tenderer. All signatories to the tender offer must initial all such alterations.

2.2.11. Submitting a tender offer(s)

- 2.2.11.1.** The Tenderer, which may be a company or a close-corporation or a partnership or a joint venture or a consortium or a trust or an individual (sole proprietor), shall submit one tender offer containing its main offer(s) to supply all the licenses listed in one or more or all of the Pricing Schedules 1 to 14 (being Tables C.3.1 to C.3.14) in Part C.3 of this Tender and further described in the Specifications in Part C.4 of this Tender.
- 2.2.11.2.** A tender offer must be submitted on the Tender Documents as issued by the CCT, completed in its entirety, either by writing legibly in non-erasable ink or electronically or digitally (if the Tender Documents were issued in electronic or digital format), all duly completed and signed, together with:

- (a) all the Tender Returnable Documents in Annexures T.1 to T.13 of this Tender Document, all

duly completed and signed; and

- (b) all Notices issued to Tenderers and acknowledgement thereof; and
- (c) any additional documents which any provision of this Tender requires to be submitted as part of a tender offer, which must be duly listed in Annexure T.10 below (List of Other Documents Attached by Tenderer) and attached to Annexure T.10.

- 2.2.11.3.** When submitting the Tender Offer, the Tender Documents must be accompanied by a USB flash drive containing the relevant Pricing Schedule(s) (i.e. Pricing Schedules 1 to 14 (being Tables C.3.1 to C.3.14) in Part C.3 of this Tender, which will be available for download from the CCT's website (www.capetown.gov.za) or may be requested via e-mail from the CCT tender representative listed in T.1 General Tender Information. The Pricing Schedule(s) must be duly completed by the Tenderer in accordance with the Pricing Instructions in Part C.3. The USB shall be attached to the Tender Documents, as submitted. If there is any discrepancy between the Pricing Schedule(s) on the USB and the Pricing Schedule(s) in the original (hard copy) of the Tender Documents, the latter shall prevail.
- 2.2.11.4.** A person duly authorised by the Tenderer shall sign the original the Tender Documents at all places where same is required for the making of a valid tender offer.
- 2.2.11.5.** The Tender Offer must be submitted in a separate sealed envelope with the name and address of the Tenderer, the tender number and title, the tender box number, and the closing date indicated on the envelope. The envelope may not contain documents relating to any Tender other than that shown on the envelope.
- 2.2.11.6.** If it is not possible to submit the Tender Offer in a single envelope, it may be submitted in two or more sealed envelopes each with the name and address of the Tenderer, the tender number and title, the tender box number, the closing date and "Envelope 1 of 3", "Envelope 2 of 3" and "Envelope 3 of 3", as the case may be, indicated on the envelope; and, in addition, the sealed envelopes must be encased in a sealed outer package that states on the outside only the tender number, tender box number and tender box address stipulated in Part T.1 (General Tender Information) above.
- 2.2.11.7.** Only sealed Tender Offers will be accepted.
- 2.2.11.8.** The Tender Offer must be submitted by the Tenderer before the closing time on the closing date stipulated on the front page of this Tender Document, by placing it in the tender box stipulated in Part T.1 (General Tender Information) above. If the Tender Offer is too large to fit in the allocated tender box, the Tenderer must seek assistance at the public counter in the Tender & Quotation Boxes Office on the 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- 2.2.11.9.** The CCT will not be liable for the misplacement or premature opening of a Tender Offer if the envelope (and the outer package if applicable) is not sealed and marked as stated.

2.2.12. Alternative tender offers

Tenderers are informed that Alternative Tender Offers will **not** be accepted.

2.2.13. Information and data to be complete in all respects and duly supplied

Tender offers, which do not provide all the data or information requested, completely and in the form required, may be regarded by the CCT as non-responsive.

2.2.14. Extension of closing date and/or time; late bids

- 2.2.14.1.** The CCT may, by means of a Notice to Tenderers, extend the closing date and/or time stipulated on the front page of this Tender Document.
- 2.2.14.2.** If the CCT so extends the closing date and/or time, the requirements of these Conditions of Tender apply equally in relation to the extended closing date and/or time.

2.2.14.3. The CCT will not consider Tender Offers that are received after the closing date and time stipulated on the front page of this Tender Document or after any such extended closing date and/or closing time as the case may be (late tenders).

2.2.15. Tender offer validity and withdrawal of tenders

2.2.15.1. By submitting a Tender Offer, the Tenderer agrees that its tender offer(s) shall remain valid, irrevocable and open for acceptance by the CCT at any time within:

- (a) a period of 120 (one-hundred-and-twenty) days after the closing date stated on the front page of the Tender Document.

2.2.15.2. Notwithstanding the period stated in paragraph T.2.2.15.1 above ("the original validity period"):

- (a) all Tender Offers will remain valid, irrevocable and open for acceptance at any time during a further period of 12 (twelve) months after the expiry of "the original validity period", unless the CCT is notified in writing of anything to the contrary by the Tenderer; and
- (b) the period during which a Tender Offer may remain valid and open for acceptance may be further extended:
 - (i) by a period of not more than six months subject to mutual agreement by the Tenderer and the CCT, following compliance with the CCT's internal administrative processes and upon receipt of written approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling; in which case the tender will be valid for –
 - (a) a period ending on the date when the CCT communicates the decision on any appeals in terms of section 62 of the Municipal Systems Act against the final decision(s) of the CCT as to the relevant award in terms of this Tender; or
 - (b) by the order of a competent court which has become final (or which the court has further ordered will operate pending any appeals or applications for leave to appeal), for the period specified by the first-mentioned order.

2.2.15.3. In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. The resulting "non award" will be recommended to the CCT's Bid Adjudication Committee (BAC) for noting.

2.2.15.4. A Tenderer may request in writing, after the closing date of this Tender, that its tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after considering the reasons for the withdrawal, which must be fully set out by the Tenderer in such written request for withdrawal, along with the implications for the CCT if it permitted the withdrawal. Should the tender offer be withdrawn in contravention hereof, the Tenderer hereby agrees that:

- (a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender offer or, if new tender offers have to be invited, the additional expenses incurred or losses suffered by the CCT due to the invitation of new tender offers and the subsequent acceptance of any other tender offer;
- (b) the CCT will also have the right to recover such additional expenses or losses from the Tenderer by set-off against monies which may be due or become due to the Tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the Tenderer or on its behalf for the due fulfilment of this or any other tender or contract; and
- (c) pending the ascertainment by the CCT of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or losses, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

2.2.16. Clarification of tender offer, or additional information, after submission

- 2.2.16.1.** The Tenderer shall provide clarification of its tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers, within the time period stated in the request.
- 2.2.16.2.** Should a Tenderer fail or refuse to provide such clarification or additional information within the time for submission stated in the CCT's written request, the CCT may regard the tender offer as non-responsive.
- 2.2.16.3.** No change in the competitive position of Tenderers or substance of its tender offer will be sought or permitted by the CCT under this paragraph T.2.2.16; and no information may be offered by the Tenderer, by means of its response to a request for clarification or additional information, which would change the competitive position of Tenderers or substance of its tender offer.
- 2.2.16.4.** This paragraph T.2.2.16 does not preclude the negotiation by the CCT of the final terms of the Contract with a Preferred Bidder following its identification as such pursuant to paragraph T.2.3.10 below.

2.2.17. Provide other material / Compliance with Due Diligence and Risk Assessment

- 2.2.17.1.** The Tenderer must promptly provide, upon written request by the CCT, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including joint venture agreements), or preferencing arrangements, which the CCT considers necessary for the evaluation of the tender offer.
- 2.2.17.2.** Should the Tenderer not provide the material and give a satisfactory explanation therefore by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.
- 2.2.17.3.** By submitting a tender offer, the Tenderer undertakes to cooperate fully with the service provider appointed by the CCT to perform a due diligence review and risk assessment of the Tenderer and/or its tender offer, upon receipt of a written instruction from the CCT to so cooperate. **[Compliance with Due Diligence and Risk Assessment process]**

2.2.18. No claims against the CCT arising from submission of tender offer

- 2.2.18.1.** By responding to this Tender, the Tenderer warrants that it has:
- (a) read and understood the whole of this Tender Document and any Notices issued to Tenderers;
 - (b) received and read any responses by the CCT to requests for clarification in terms of paragraph T.2.2.8 above; and
 - (c) acquainted itself thoroughly with the SAP software licenses and services which the CCT is endeavouring to acquire by means of this tender and all matters which may have a bearing thereon.
- 2.2.18.2.** By responding to this Tender, the Tenderer accordingly acknowledges that the CCT will not be liable to it for the payment of any costs or damage it may suffer due to its submission of a tender offer.

2.3. THE CCT'S UNDERTAKINGS**2.3.1. Responses to requests for clarification (from the tenderer)**

- 2.3.1.1.** Unless otherwise stated in the Conditions of Tender, the CCT will respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the Tender Document.
- 2.3.1.2.** The CCT's duly authorised representative for the purpose of this tender is stated on the T.1 General Tender Information page above.

2.3.2. Notices to Tenderers

2.3.2.1. If the CCT considers it necessary, before the closing time and date of this Tender it may issue to all prospective Tenderers which have drawn the Tender Documents, general written Notices to Tenderers comprising addenda which may amend or amplify the Tender Documents.

2.3.2.2. The CCT shall endeavour to issue any such Notices to Tenderers no later than one week before the tender closing date stipulated on the front page of the Tender Document.

2.3.2.3. If the CCT issues any such Notice to Tenderers less than one week before the tender closing date stipulated on the front page of this Tender Document:

- (a) the CCT may, in its discretion and of its own accord, also extend the closing date and/or time so stipulated; or
- (b) if the CCT does not so extend the closing date and/or time of its own accord, the CCT may, in its discretion and on written application made by a Tenderer before the closing date and time, extend the closing date and/or time,

provided that no such extension shall take effect unless it is embodied in a written Notice to Tenderers issued in accordance with paragraph T.2.3.2.3 above before the closing date and time stipulated on the front page of this Tender Document.

2.3.2.4. Notwithstanding any requests for confirmation of receipt of any such Notices to Tenderers, if the CCT can show proof of transmission or dispatch thereof to the Tenderer via electronic mail, facsimile, registered post or any other lawful means, the Tenderer shall be deemed to have received such notices on the date of such transmission, posting or other means of delivery. The CCT shall keep a copy of every such notice together with the transmission verification report, proof of posting or proof of such other means of delivery.

2.3.3. Opening of tender submissions

2.3.3.1. At the closing time on the closing date a CCT official shall officially close the applicable tender box for the receipt of further tender offers.

2.3.3.2. As soon as practically possible after the tender box has been officially closed for the receipt of further tender offers, a CCT official(s) will, at the tender box address stipulated in Part T.1 (General Tender Information) above, in the presence of any agents of the Tenderers and any other persons who choose to attend at that time and place:

- (a) physically open the tender box, retrieve all bids from the tender box and open them;
- (b) read out the name of each Tenderer and, where possible, the prices indicated for each Pricing Schedule in Part C.3 for which the Tenderer has submitted a tender offer;
- (c) stamp each bid with the CCT's official stamp(s) and endorse it with the signature(s) of the official(s) opening the bids; and
- (d) record the information stipulated in paragraph (b) above in respect of all bids so opened in a bid opening register kept for that purpose, endorse the register with the signature(s) of the official(s) opening the bids and make the register available for public inspection.

2.3.3.3. As soon as practically possible after the bids have been opened, the CCT will publish the information stipulated in paragraph T.2.3.3.2(b) above on the CCT's website at <http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.

2.3.4. Non-disclosure

The CCT will not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a

contract, until after the award of the tender to the successful Tenderer(s).

2.3.5. Grounds for instant rejection and disqualification

The CCT may determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and their tender offer) if that is established or it is established that the Tenderer has engaged in any other corrupt or fraudulent practices in relation to this Tender or generally in relation to the CCT's SCM system or any contracts awarded pursuant to that system.

2.3.6. Test for responsiveness

2.3.6.1. The CCT will appoint a Bid Evaluation Committee (BEC) which will determine after opening of this tender, whether each tender offer properly received:

- (a) complies with the requirements of these Conditions of Tender,
- (b) has been properly and fully completed and signed, and
- (c) is responsive to the other requirements of the Tender Documents.

2.3.6.2. A responsive tender offer is one which conforms to everything in the Tender Documents without material deviation or qualification.

2.3.6.3. A material deviation or qualification is one which, in the CCT's opinion, would:

- (a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications;
- (b) significantly change the CCT's or the Tenderer's risks and responsibilities under any Contract which may result from this Tender; or
- (c) affect the competitive position of other Tenderers presenting responsive tender offers, if it were to be rectified.

2.3.6.4. The CCT will reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

2.3.7. Patent errors, discrepancies and omissions

2.3.7.1. The CCT will check the responsive tender offers for:

- (a) patent errors made by Tenderer when completing the Tender Documents, such as the patent misplacement of a decimal point;
- (b) patent discrepancies between parts of the Tender Documents completed by the Tenderer, such as discrepancies between amounts in words and in numbers;
- (c) patent discrepancies between the OSM Price List submitted and the tendered pricing schedules; and
- (d) subject to paragraphs T.2.1.5.2 and T.2.1.5.3(a) and (b) above (which shall take precedence over this paragraph T.2.3.8), any patent omissions in the parts of the Tender Documents completed by the Tenderer.

2.3.7.2. If the CCT detects any such patent errors, discrepancies or omissions, it will authorise the sending by the CCT to the Tenderer, using any appropriate means, of a written notification thereof that will afford the Tenderer a specified period, deemed reasonable in the circumstances, to submit a replacement page(s) containing the necessary correction(s), initialled by the Tenderer's representative.

2.3.7.3. If the Tenderer refuses or fails to so submit a replacement page(s), the CCT may, in its discretion:

- (a) Consider the rejection of the tender offer(s) and declare the relevant tender offer(s) non-responsive; or
- (b) itself effect the correction(s) and initial the relevant page(s) of the tender offer, where the errors, omissions or discrepancies are of a non-material nature, which shall thereupon be binding on the Tenderer as if it had included the page(s) in its tender offer.

2.3.8. Requests for clarification or additional information

- 2.3.8.1.** The CCT may, if necessary, authorise the sending by the CCT to the Tenderer, using any appropriate means, of a written request for clarification or additional information on any matter affecting the evaluation of its tender offer or that could give rise to ambiguity in any subsequent Contract, provided that no such request for clarification may be sent if any reasonable response thereto by the Tenderer would change the competitive position of Tenderers or the substance of the Tenderer's tender offer.
- 2.3.8.2.** Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.
- 2.3.8.3.** Should the Tenderer refuse or fail to respond to any such request for clarification within the period specified therein, deemed reasonable in the circumstances, the CCT may declare the relevant tender offer(s) as non-responsive.

2.3.9. Evaluation of tender offers

2.3.9.1. General

- 2.3.9.1.1.** The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.
- 2.3.9.1.2.** For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:
 - a) If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
 - b) If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
 - c) If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
 - d) If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
 - e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
 - f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).
- 2.3.9.1.3.** Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.9.2. Decimal places

Score financial offers and preferences, as relevant, to two decimal places.

2.3.9.3. Scoring of tenders based on price and preference

2.3.9.3.1. Points for price will be allocated in accordance with the formula set out in this clause based on the price per item as set out in each **Price Schedule in Part C.3** of this Tender Document:

- Based on the sum of the prices/rates (less discounts) in relation to the estimated quantities.

2.3.9.3.2. Points for preference will be allocated in accordance with the provisions of the **Preference Schedule** and the table (**Table B2**) in this clause.

2.3.9.3.3. The terms and conditions of the **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.9.3.4. Applicable formula:

The **90/10 price/preference points system** will be applied to the evaluation of responsive tenders above a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 90 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where: **Ps** is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per the Table B2 below:

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
	<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>			
1	<i>Gender are women (ownership)*</i> <i>>75% - 100% women ownership: 3 points</i> <i>>50% - 75% women ownership: 2 points</i> <i>>25% - 50% women ownership: 1 point</i> <i>>0% - 25% women ownership: 0.5 point</i> <i>0% women ownership = 0 points</i>	3	- Company Registration Certification - Central Supplier Database report	- Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
2	<i>Race are black persons (ownership)*</i> <i>>75% - 100% black ownership: 3 points</i> <i>>50% - 75% black ownership: 2 points</i> <i>>25% - 50% black ownership: 1 point</i> <i>>0% - 25% black ownership: 0.5 point</i> <i>0% black ownership = 0 points</i>	3	- B-BBEE certificate; - Company Registration Certification - Central Supplier Database report	- South African National Accreditation System approved certificate or commissioned sworn affidavit - Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
3	Disability are disabled persons (ownership)* <i>WHO disability guideline</i> <i>>2% ownership: 1 point</i> <i>>0% - 2% ownership: 0.5 point</i> <i>0% ownership = 0 point</i>	1	• Proof of disability	• Medical certificate/ South African Revenue Services disability registration
			• Company Registration Certification	• Issued by the Companies and Intellectual Property Commission
	Reconstruction and Development Programme (RDP) as published in Government Gazette			
4	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums.</i>	3	• B-BBEE status level of contributor;	• Specifically in line with the respective sector codes which the company operates, • South African National Accreditation System approved certificate or commissioned sworn affidavit
			• South African owned enterprises;	• Certificate of incorporation or commissioned sworn affidavit
			• Financial Statement to determine annual turnover	• Latest financial statements (1 Year)
	Total points	10		

***Ownership: main tendering entity**

2.3.9.4. Risk Analysis

2.3.9.4.1. Notwithstanding compliance with regard to any requirements of the tender, the CCT and/or its external service provider appointed to conduct due diligence and risk assessments on tenders, will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer;
- b) reasonableness of unit rates and prices;
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard;
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

2.3.9.4.2. The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

2.3.9.4.3. No tenderer will be recommended for an award unless the tenderer has demonstrated to the

satisfaction of the CCT that he/she has the resources and skills required.

2.3.10. Negotiations with preferred bidders and other responsive bidders

2.3.10.1. The CCT may negotiate the final terms of the contract(s) resulting from this tender, with those tenderers identified through this competitive tendering process as “Preferred Bidders” and “Standby Suppliers,” provided that such negotiation:

- a) Does not allow any preferred tenderer a second or unfair opportunity;
- b) Is not to the detriment of any other tenderer; and
- c) Does not lead to:
 - (i) a lower Reseller % Discount and OSM % Discount than any of those in the relevant bidder’s tender offer(s) in relation to any of Pricing Schedules 1 to 14;
 - (ii) a higher fee for “SAP S/4HANA Enterprise Management Annual License Maintenance and Support %” in line 25 of Pricing Schedule 1;
 - (iii) a higher fee for “SAP S/4HANA Enterprise Management Annual License Maintenance and Support Reseller Service Fee %” in line 26 of Pricing Schedule 1;
 - (iv) a higher fee for “Current SAP Systems Annual License Maintenance and Support %” in line 119 of Pricing Schedule 1; or
 - (v) a higher fee for “Current SAP Systems Annual License Extended Maintenance and Support %” in line 120 of Pricing Schedule 1; or
 - (vi) a higher fee for “Current SAP Systems Annual License Maintenance and Support Reseller Service Fee %” in line 121 of Pricing Schedule 1; or
 - (vii) a higher fee for “Perpetual Records Management and Archiving Annual License Maintenance and Support %” in line 4 of Pricing Schedule 14; or
 - (viii) a higher fee for “Perpetual Records Management and Archiving Annual License Maintenance and Support Reseller Service Fee %” in line 5 of Pricing Schedule 14.

2.3.10.2. If the negotiations with the “Preferred Bidder(s)” fail to result in:

- (i) a Reseller % Discount and/or
- (ii) a OSM % Discounts and/or
- (iii) fee for “SAP S/4HANA Enterprise Management Annual License Maintenance and Support %” and/or
- (iv) fee for “SAP S/4HANA Enterprise Management Annual License Maintenance and Support Reseller Service Fee %” and/or
- (v) fee for “Current SAP Systems Annual License Maintenance and Support %” and/or
- (vi) fee for “Current SAP Systems Annual License Extended Maintenance and Support %” and/or
- (vii) fee for “Current SAP Systems Annual License Maintenance and Support Reseller Service Fee %” and/or
- (viii) fee for “Perpetual Records Management and Archiving Annual License Maintenance and Support %” and/or
- (ix) fee for “Perpetual Records Management and Archiving Annual License Maintenance and Support Reseller Service Fee %” and/or

- (x) contract terms which, overall, are acceptable to the City Manager (or his delegated authority) who conducted the negotiations on behalf of the CCT,

such person(s) may terminate the negotiations and invite the next ranked bidder(s) for negotiations. The original preferred bidder(s) should be informed of the reasons for termination of the negotiations. Once negotiations have been terminated, they may not be re-opened. If negotiations eventually fail with the tenderer scoring the third highest points, the tender must be cancelled.

- 2.3.10.3.** The CCT will keep minutes of any such negotiations for record purposes.
- 2.3.10.4.** Once negotiations in terms of this clause with a Tenderer have been terminated, they may not be reopened.
- 2.3.10.5.** The provisions of this clause will be equally applicable to any negotiations with the second or third highest ranked tenderers for each Pricing Schedule.
- 2.3.10.6.** In terms of the CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.11. Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

- 2.3.11.1.** Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.
- 2.3.11.2.** Accept the whole tender or part of a tender or any item or part of any item or items, and the CCT is not obliged to accept the lowest tender offer(s) or any tender.
- 2.3.11.3.** Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):
 - a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
 - e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.
- 2.3.11.4.** If an award cannot be made in terms of anything contained herein, the CCT reserves the right to consider the next ranked tenderer(s).
- 2.3.11.5.** The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of (inter alia):
 - a) reports of poor governance or unethical behaviour, or both;
 - b) association with known notorious individuals and family of notorious individuals;

- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

2.3.11.6. The CCT reserves the right to nominate a Standby Bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy.

2.3.12. Notices to successful and unsuccessful Tenderers

2.3.12.1. Before accepting the tender of the successful tenderer(s), the CCT will notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer(s). No rights will accrue to the successful tenderer(s) in terms of this notice.

2.3.12.2. The CCT will, at the same time as notifying the successful tenderer(s) of the Bid Adjudication Committee's decision to award the tender to the successful tenderer(s), also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.12.3. The CCT will notify the appellant(s) and the successful Tenderer(s) in writing of the outcome of any appeal(s) in terms of section 62 of the Systems Act and of the provisions of paragraphs T.2.1.6, T.2.1.8 and T.2.1.13 above.

2.3.13. Prepare and sign the contract documents and delivery of a copy to the successful Tenderer

2.3.13.1. If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

2.3.13.2. The CCT shall prepare the relevant Schedule(s) of Deviations in Part C.2.3 (if any) and, sign the relevant Schedule(s) (as approved by the CCT), the Preamble to the Contract in Part C and the relevant form(s) of Acceptance in Part C.2.2 and, having done so, and upon signature by such representative(s) of the Confirmation of Receipt in Part C.2.4, hand the successful Tenderer 1 (one) complete, signed copy of its bid and of the Contract.

2.3.14. Provide written reasons for actions taken

The CCT shall upon request provide written reasons to Tenderers for any action that is taken in applying these Conditions of Tender, subject thereto that the CCT may withhold any information where it considers that it not in the public interest for such information to be divulged, or where the release of information will be prejudicial to the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.

ANNEXURE T – TENDER RETURNABLE DOCUMENTS

Annexure T.1: Certificate of Authority for Partnerships / Joint Ventures / Consortia / Trusts

This schedule is to be completed if the tender is submitted by a partnership / joint venture / consortium / trust. It must be read with paragraph T.2.2.1.3 above.

1. We, the undersigned, are submitting this tender offer as a partnership / joint venture / consortium / trust and hereby authorise

(full names),
of

(name of the "Lead Partner"),

to sign all documents in connection with this tender offer, including the relevant Form(s) of Offer in Part C.2.1, and any Contract which may result from it on behalf of the partnership / joint venture / consortium / trust (delete those which are inapplicable).

2. By signing this Annexure, the partners in / members of / trustees of the partnership / joint venture / consortium / trust:

2.1 warrant that this tender offer is in accordance with the main business and objectives of the partnership / joint venture / consortium / trust;

2.2 agree that the CCT shall make all payments in terms of any such Contract into the following bank account of the Lead Partner:

Account Holder: _____
Financial Institution: _____
Branch Code: _____
Account No.: _____;

2.3 agree that in the event that there is a change in the partnership / joint venture / consortium / trust (delete those which are inapplicable) and/or should a dispute arise between partners in / members of / trustees of the partnership / joint venture / consortium / trust (delete those which are inapplicable), the CCT shall continue to make any and all payments in terms of any such Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by or on behalf of all of such partners / members / trustees (delete that which is inapplicable)) notifying the CCT of the details of a new bank account into which it is required to make such payments;

2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the Supplier of its obligations in terms of any such Contract as well as any damages suffered by the CCT as a result of the breach thereof by the Supplier (all such partners / members / trustees (delete that which is inapplicable) hereby renouncing the benefits of excussion and division).

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

SIGNED BY THE PARTNERS / MEMBERS / TRUSTEES OF THE PARTNERSHIP / JOINT VENTURE / CONSORTIUM / TRUST		
NAME OF FIRM OR PERSON	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: The relevant partnership / joint venture / consortium agreement or trust deed must be listed in Annexure T.10 (List of Other Documents Attached by Tenderer) and a copy must be attached thereto.

The person making this declaration hereby certifies that the information set out herein and/or attached hereto is complete, true and correct, and acknowledges that failure to properly and truthfully complete this declaration may result in the Tenderer being disqualified and in steps being taken against the Tenderer (including but not limited to its listing on the CCT's Register of Tender and Contract Defaulters) and/or (in the event that the Tenderer is successful) the cancellation of the Contract and/or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the Tenderer or other entity
(duly authorised) (where applicable)

Date

Annexure T.2: Declaration of Interest – Persons in Service of the State

The following questionnaire must be completed by or on behalf of the Tenderer. It must be read with paragraph T.2.2.1.5 above.

If the Tenderer is a partnership / joint venture / consortium / trust, in addition to the above, the following questionnaire must also be completed by or on behalf of each partner or member or trustee as the case may be, as if they are the Tenderer, and the Tenderer must list those documents in the List of Other Documents Attached by Tenderer (Annexure T.10 below) and attach them thereto.

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

The definitions in paragraph T.2.2.1.5 above of “in service of the state”, “principal shareholder” and “stakeholder” are incorporated by reference in this questionnaire.

1. Full Name of Tenderer or (if not a natural person) of its representative:

2. Identity Number of Tenderer or (if not a natural person) of its representative:

3. Company / Close Corporation / Trust Registration Number of the Tenderer (if applicable):

4. South African Income Tax Reference Number of Tenderer:

5. South African VAT Registration Number of Tenderer:

6. The names of all directors / trustees / shareholders / members, along with their individual identity numbers and state employee numbers must be indicated in paragraph 16 below.

7. Are you presently in the service of the state?

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

- 7.1. If YES, please furnish particulars including your state employee number (if applicable) and the capacity in which you are in service of the state:

8. Have you been in the service of the state for the past 12 (twelve) months?

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

- 8.1. If YES, please furnish particulars including your state employee number (if applicable) and the capacity in which you were in the service of the state:

9. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid?

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

- 9.1. If YES, please furnish particulars including the relevant person's or persons' names and the CCT employee number(s) (if applicable):

10. Are you aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid?

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

- 10.1. If YES, please furnish particulars including the name of the Tenderer and that person's/ persons' name and their CCT employee number (if applicable):

11. Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in the service of the state?

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

- 11.1. If YES, please furnish particulars including their state employee number (if applicable) and the capacity in which they are in the service of the state:

12. Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in the service of the state?

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

- 12.1. If YES, please furnish particulars including their state employee number (if applicable) and the capacity in which they are in the service of the state:

13. Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company, have any interest in any other related companies or business whether or not they are bidding for this contract?

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

- 13.1. If YES, please furnish particulars:

14. Have you, or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company been a member of the Municipal Council or an employee of the CCT at any time during the past 12 (twelve) months?

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

- 14.1. If YES, please furnish particulars including your or their the CCT employee number (if applicable) and the capacity in which you or they were in service of the CCT:

15. Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who while so employed was a member of or interacted with the CCT's Bid Specification Committee or BEC for this Tender and/or was a member of or interacted with the BAC in relation to this Tender and/or or was otherwise involved with the conceptualisation and/or compilation of this Tender?

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

- 15.1. If YES, please furnish particulars including the relevant person's or persons' names and the CCT employee number(s):

16. Please furnish particulars of all directors / trustees / members / shareholders:

Full Names	Identity Number	State Employee Number (if applicable)

Full Names	Identity Number	State Employee Number (if applicable)

If the space above is insufficient, prepare a second page containing a table with the same format (or further such pages) and append them to this declaration.

17. Are you and/or any of the persons you have listed in paragraph 16 above someone who:

17.1. left the CCT's employment whilst under investigation for alleged misconduct or facing disciplinary action or potential disciplinary action by the CCT?

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

17.2. was involved in a dispute with the CCT during the previous 36 months, or any other period which may be prescribed by law, and as a result was found to have contravened the CCT's SCM System and/or to have been involved in any supply chain management irregularity?

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

17.3. was or is an advisor or consultant to the CCT such that there is or may be a conflict of interest and/or any unfair advantage for the Tenderer relative to those of other bidders for this Tender?

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

17.4. If YES, furnish particulars including the relevant person's or persons' names and the CCT employee number(s) (if applicable):

18. Do you and/or any of the persons you have listed in paragraph 16 above employ anyone who:

18.1. left the CCT's employment whilst under investigation for alleged misconduct or facing disciplinary action or potential disciplinary action by the CCT?

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

18.2. was involved in a dispute with the CCT during the previous 36 months, or any other period which may be prescribed by law, and as a result was found to have contravened the CCT's SCM System and/or to have been involved in any supply chain management irregularity?

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

18.3. was or is an advisor or consultant to the CCT such that there is or may be a conflict of interest and/or any unfair advantage for the Tenderer relative to those of other bidders for this Tender?

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

18.4. If YES, furnish particulars including the relevant person's or persons' names and the CCT employee number(s) (if applicable):

The person making this declaration hereby certifies that the information set out herein and/or attached hereto is complete, true and correct, and acknowledges that failure to properly and truthfully complete this declaration may result in the Tenderer being disqualified and in steps being taken against the Tenderer (including but not limited to its listing on the CCT's Register of Tender and Contract Defaulters) and/or (in the event that the Tenderer is successful) the cancellation of the Contract and/or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the Tenderer or other entity
(duly authorised) (where applicable)

Date

Annexure T.3: Conflict of Interest Declaration

1. The Tenderer shall declare whether it has any conflict of interest in relation to the Contract and/or the performance of the Contract for which this Tender is submitted. **(Please mark with X)**

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

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

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

- 2.1. Any inducement, reward, gift, favour or hospitality to the CCT or anyone else for or in connection with the award of this Tender; or
- 2.2. Any inducement, reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the SCM Policy. **(Please mark with X)**

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

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

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

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

The person making this declaration hereby certifies that the information set out herein is complete, true and correct, and acknowledges that failure to properly and truthfully complete this declaration may result in the Tenderer being disqualified and in steps being taken against the Tenderer (including but not limited to its listing on the CCT's Register of Tender and Contract Defaulters) and/or (in the event that the Tenderer is successful) the cancellation of the Contract and/or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the Tenderer or other entity
(duly authorised) (where applicable)

Date

Annexure T.4: Declaration of Tenderer's Past Supply Chain Management and Business Practices

1. The following questionnaire must be completed and submitted with the bid. It must be read with paragraph T.2.2.1.7 above.
2. Where the entity tendering is a partnership / joint venture / consortium / trust:
 - 2.1. each party to the partnership / joint venture / consortium or each trustee as the case may be, must also duly complete and sign the Declaration of Tenderer's Past Supply Chain Management and Business Practices (Annexure T.4 below) as if they are the Tenderer; and
 - 2.2. the Tenderer must list all such additional Declarations in Annexure T.10 below (List of Other Documents Attached by Tenderer) and attach copies thereof to Annexure T.10 below.
3. If the answer to any of the questions below is "Yes" and there is insufficient space in this questionnaire for the relevant particulars, the Tenderer shall attach the particulars to Annexure T.10 below (List of Other Documents Attached by Tenderer) by means of an additional schedule with the same format as the relevant part of table below and list such additional schedule(s) in Annexure T.10.

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

3.	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.1	If so, furnish particulars:		
5.	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
5.1	If so, furnish particulars:		

The person making this declaration hereby certifies that the information set out herein and/or attached hereto is complete, true and correct, and acknowledges that failure to properly and truthfully complete this declaration may result in the Tenderer being disqualified and in steps being taken against the Tenderer (including but not limited to its listing on the CCT's Register of Tender and Contract Defaulters) and/or (in the event that the Tenderer is successful) the cancellation of the Contract and/or the exercise by the CCT of any other remedies available to it.

 Signature
 Print name:
 On behalf of the Tenderer or other entity
 (duly authorised) (where applicable)

 Date

Annexure T.5: Authorisation and Accreditation as a SAP Reseller of the Relevant License(s) and Service(s)

1. This form must be duly completed, signed and submitted with the bid. It must be read with paragraph T.2.2.1.8 above.
2. The following tables must be completed with particulars in respect of each Pricing Schedule for which an offer is made.

Table T.5.1 Proof of Accreditation

[illegible]

Applicable Pricing Schedule Number	SAP Partner Type	SAP Solutions	URL link to SAP Accreditation

Table T.5.2 Proof of SAP Manufacturer Authorisation Form (MAF)

Details of Party who have Authorisation In the case of JV or Consortium the Leading Tendering Entity	Authorisation attached
e.g. Company A	YES

The person completing this schedule hereby certifies that the information set out herein and/or attached hereto is complete, true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the Tenderer being disqualified and in steps being taken against the Tenderer (including but not limited to its listing on the CCT's Register of Tender and Contract Defaulters) and/or (in the event that the Tenderer is successful) the cancellation of the Contract and/or the exercise by the CCT of any other remedies available to it.

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

 Date

Annexure T.6: Certificate of Independent Tender Determination

I, the undersigned, in submitting this **TENDER NO.92/2025/26: “TENDER DESCRIPTION: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN”** in response to the tender invitation made by the CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of Tenderer)
that:

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

The person making this declaration hereby certifies that the information set out herein and/or attached hereto is complete, true and correct, and acknowledges that failure to properly and truthfully complete this declaration may result in the Tenderer being disqualified and in steps being taken against the Tenderer (including but not limited to its listing on the CCT's Register of Tender and Contract Defaulters) and/or (in the event that the Tenderer is successful) the cancellation of the Contract and/or the exercise by the CCT of any other remedies available to it.

Signature

Print name:

On behalf of the Tenderer
(duly authorised)

Date

Annexure T.7: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the Tenderer shall complete the following questionnaire and sign this schedule and comply with the instructions herein in relation to Annexure T.10 (List of Other Documents Attached by Tenderer) below. This schedule must be read with paragraph T.2.2.1.10 above.

1. Are you by law required to prepare annual financial statements for auditing? **(Please mark with X)**

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

If YES, submit audited annual financial statements:

- (i) for the past three years, or
(ii) since the date of establishment of the Tenderer (if established during the past three years),
by listing such audited financial statements in and attaching copies to **Annexure T.10 (List of Other Documents Attached by Tenderer)** below.

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

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

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

- 2.2 If YES, provide particulars in the table below; alternatively, attach the particulars to Annexure T.10 below (List of Other Documents Attached by Tenderer) by means of a schedule with the same format as the table below and list such schedule in Annexure T.10:

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

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

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract; alternatively, attach the particulars to Annexure T.10 below (List of Other Documents Attached by Tenderer) by means of a schedule with the same format as the table below and list such schedule in Annexure T.10:

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

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

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

If YES, furnish particulars below; alternatively, attach the particulars to Annexure T.10 below (List of Other Documents Attached by Tenderer) by means of a schedule with the same format as the table below and list such schedule in Annexure T.10:

The person making this declaration hereby certifies that the information set out herein and/or attached hereto is complete, true and correct, and acknowledges that failure to properly and truthfully complete this declaration may result in the Tenderer being disqualified and in steps being taken against the Tenderer (including but not limited to its listing on the CCT's Register of Tender and Contract Defaulters) and/or (in the event that the Tenderer is successful) the cancellation of the Contract and/or the exercise by the CCT of any other remedies available to it.

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

Date

Annexure T.8: Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point system is applicable to this invitation to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 90/10 preference point system.

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

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

THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where:

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
 [Tick applicable box]

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

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

For official use.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Annexure T.9: Deviations and/or Qualifications Proposed by Tenderer

1. Any Tenderer which proposes that any deviations from and/or qualifications of this Tender be made by the CCT:
 - 1.1 is referred to paragraph T.2.2.1.12 above (Deviations and/or Qualifications Proposed by Tenderer) above;
 - 1.2 shall record and give reasons for such proposed deviations and/or qualifications in the Table below;

Table: List of Deviations from or Qualifications of this Tender Proposed by the Tenderer

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION AND REASONS THEREFOR

- 1.3 alternatively, may record and give reasons for any such proposed deviations and/or qualifications in a covering letter attached to its tender, refer to the letter in this schedule, list the letter in the List of Other Documents Attached by Tenderer (Annexure T.10) below and attach the letter thereto. Any proposed deviations or qualifications contained in a covering letter not referred to in this schedule in this schedule will not be considered.
2. The Tenderer's attention is drawn to **clause T.2.3.6.2** of the Standard Conditions of Tender referenced in the Tender Data, which sets out the process regarding the CCT's handling of material deviations and qualifications.
3. Any Tenderer which does not propose any such deviations and/or qualifications, shall mark this form "NIL" and duly sign and date it.

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

 Date

Annexure T.10: List of Other Documents Attached by Tenderer
--

The Tenderer includes in its bid and attaches to this Annexure, the following additional documents:

	Date of Document	Title of Document or Description, including reference to any applicable paragraph of or Schedule to this Tender Document
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		

	Date of Document	Title of Document or Description, including reference to any applicable paragraph of or Schedule to this Tender Document
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		
31.		
32.		
33.		
34.		
35.		
36.		
37.		
38.		
39.		
40.		

Attach additional pages with the same format if more space is required.

Signature

Print name:

On behalf of the Tenderer (duly authorised)

Date

Annexure T.11: Record of Addenda to Tender Documents

This schedule must be read with paragraphs T.2.2.1.14 and T.2.3.2 above.

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Attach additional pages hereto in the same format if more space is required.

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

 Date

Annexure T.12: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of Tenderer)

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

The Tenderer:

- a) hereby acknowledges that according to regulation 38(1)(d)(i) of the Municipal Supply Chain Management Regulations (GenN 868 in GG 27636 of 30 May 2005 (as amended)) the City Manager may reject the tender of the Tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore, hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the Tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the Tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

If there is not enough space for all the above particulars, please attach an additional or replacement table the same format with the information to the List of Other Documents Attached by Tenderer (Annexure T.10) above and list such additional or replacement table in Annexure T.10.

The person making this declaration and granting this authorisation hereby certifies that the information set out herein and/or attached hereto is complete, true and correct, and acknowledges that failure to properly and truthfully complete this declaration may result in the Tenderer being disqualified and in steps being taken against the Tenderer (including but not limited to its listing on the CCT's Register of Tender and Contract Defaulters) and/or (in the event that the Tenderer is successful) the cancellation of the Contract and/or the exercise by the CCT of any other remedies available to it.

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

Date

Annexure T.13: Appeal Administration and Processing Fee
--

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

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

NAME/COMPANY NAME:

AMOUNT:

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

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL: MSA|Appeals@capetown.gov.za

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

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

PROFIT CENTRE:

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

NAME/COMPANY NAME:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

AMOUNT:

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

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM

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

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TENDER DOCUMENT		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	Version: 1	Page 63 of 80
SAP RELATED LICENSES				
SUPPLY CHAIN MANAGEMENT				
	Approved by Branch Manager: October 2025			

CONTRACT NUMBER: 92S/2025/26

PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: UP TO 120 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT (SUBJECT TO THE MFMA SECTION 33 PROCESS)

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality established in terms of the Local Government: Municipal Structures Act 117 of 1998 ("the Purchaser") herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANDI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

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

NATURE OF TENDER OFFER (please indicate below)	
Main Offer	
Alternative Offer (see paragraph T.2.2.12.1 above)	N/A

PREAMBLE

WHEREAS the CCT is desirous of awarding this Tender to the successful Supplier(s);

AND WHEREAS the CCT will consider and evaluate the offer made by the Tenderer/Supplier;

AND WHEREAS the Parties agree that terms and conditions of this Contract are subject to the contents of the relevant final award made by the CCT's Bid Adjudication Committee (BAC) in terms of its SCM Policy, and the relevant Schedule(s) of Deviations in Part C.2.3 (if any);

AND WHEREAS the Parties agree that the terms and conditions of the award will become binding upon communication of the award made by the BAC, the expiration of the prescribed appeal period in terms of Section 62 of the Municipal Systems Act, the adoption and approval of the contract by the CCT's Municipal Council in terms of section 33(1)(c) of the MFMA, and the furnishing of a duly counter signed contract by the CCT to the Supplier reflecting the BAC award.

NOW THEREFORE, the Parties agree and confirm that the Contract comprises and is contained in the following documents:

- 1) C.2.1 – the relevant signed Form(s) of Offer in Part C.2.1;
- 2) C.2.2 – the relevant signed Form(s) of Acceptance in Part C.2.2;
- 3) C.2.3 – the relevant Schedule(s) of Deviations in Part C.2.3 (if any);
- 4) C.2.4 – the signed Confirmation of Receipt(s) in Part C.2.4;
- 5) C.3 – the relevant Pricing Schedule(s) in Part C.3 as awarded by the BAC;
- 6) C.4 – the Specifications in Part C.4;
- 7) C.5 – the Special Terms & Conditions of Contract in Part C.5; and
- 8) C.6 – the General Terms & Conditions of Contract in Part C.6.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

□ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust

☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Sole Proprietor / Individual or Trust or Other Business Form / Structure (hereinafter the "Tenderer")	
Trading as (if different from above)	
Company / Close Corporation / Trust registration number (if applicable)	
Postal address	Postal Code _____
Physical address (chosen <i>Domicilium Citandi et Executandi</i>)	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	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is Tenderer an accredited representative or agent in South Africa of the manufacturer and/or supplier of the goods and services offered?	☐ Yes ☐ No If yes, complete Schedule T.5 and list and enclose documentary proof in and to Schedule T.10
Is Tenderer a foreign-based supplier of the goods and services offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the Tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the Tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the Tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the Tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No

C.2 FORMS OF OFFER AND ACCEPTANCE

There are 14 (fourteen) Forms of Offer and Acceptance included in this Part C.2, which pertain to the following list of Pricing Schedules, as contained in Part C.3 of this document:

Offer for Schedule	Offer and Acceptance Schedule Name
Pricing Schedule 1	Schedule 1: SAP Enterprise Management (Table C.3.1)
Pricing Schedule 2	Schedule 2: Human Capital Management (Table C.3.2)
Pricing Schedule 3	Schedule 3: Travel & Expense Management (Table C.3.3)
Pricing Schedule 4	Schedule 4: Spend Management (Table C.3.4)
Pricing Schedule 5	Schedule 5: Service Management (Table C.3.5)
Pricing Schedule 6	Schedule 6: Business Technology Platform (Table C.3.6)
Pricing Schedule 7	Schedule 7: Business Data Cloud (Table C.3.7)
Pricing Schedule 8	Schedule 8: Asset Management (Table C.3.8)
Pricing Schedule 9	Schedule 9: SAP Industry Cloud (Table C.3.9)
Pricing Schedule 10	Schedule 10: Governance and Compliance (Table C.3.10)
Pricing Schedule 11	Schedule 11: Business Transformation Management (Table C.3.11)
Pricing Schedule 12	Schedule 12: SAP Cloud ERP Private Edition (Table C.3.12)
Pricing Schedule 13	Schedule 13: Cloud Record Management and Archiving (Table C.3.13)
Pricing Schedule 14	Schedule 14: Perpetual Record Management and Archiving (Table C.3.14)

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 1: SAP ENTERPRISE MANAGEMENT (TABLE C.3.1)

C.2.1 Offer for Schedule 1 (To be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 1 (Table C.3.1) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 2: HUMAN CAPITAL MANAGEMENT (TABLE C.3.2)

C.2.1 Offer for Schedule 2 (To be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 2 (Table C.3.2) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 3: TRAVEL & EXPENSE MANAGEMENT (TABLE C.3.3)

C.2.1 Offer for Schedule 3 (To be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 3 (Table C.3.3) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 4: SPEND MANAGEMENT (TABLE C.3.4)

C.2.1 Offer for Schedule 4 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 4 (Table C.3.4) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 5: SERVICE MANAGEMENT (TABLE C.3.5)

C.2.1 Offer for Schedule 5 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 5 (Table C.3.5) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 6: BUSINESS TECHNOLOGY PLATFORM (TABLE C.3.6)

C.2.1 Offer for Schedule 6 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 6 (Table C.3.6) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 7: BUSINESS DATA CLOUD (TABLE C.3.7)

C.2.1 Offer for Schedule 7 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 7 (Table C.3.7) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 8: ASSET MANAGEMENT (TABLE C.3.8)

C.2.1 Offer for Schedule 8 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 8 (Table C.3.8) and that the price(s) and rate(s)/ discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 9: SAP INDUSTRY CLOUD (TABLE C.3.9)

C.2.1 Offer for Schedule 9 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 9 (Table C.3.9) and that the price(s) and rate(s)/ discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 10: GOVERNANCE AND COMPLIANCE (TABLE C.3.10)

C.2.1 Offer for Schedule 10 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 10 (Table C.3.10) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 11: BUSINESS TRANSFORMATION MANAGEMENT (TABLE C.3.11)

C.2.1 Offer for Schedule 11 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 11 (Table C.3.11) and that the price(s) and rate(s)/ discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 12: SAP CLOUD ERP PRIVATE EDITION (TABLE C.3.12)

C.2.1 Offer for Schedule 12 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 12 (Table C.3.12) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 13: CLOUD RECORD MANAGEMENT AND ARCHIVING (TABLE C.3.13)

C.2.1 Offer for Schedule 13 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 13 (Table C.3.13) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 14: PERPETUAL RECORD MANAGEMENT AND ARCHIVING (TABLE C.3.14)

C.2.1 Offer for Schedule 14 (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Table of Contents (including Schedules and Annexures); and
2. accepts all the Conditions of Tender; and
3. confirms that it has received and incorporated any and all Notices to Tenderers issued by the CCT; and
4. confirms that it has satisfied itself as to the correctness and validity of its tender offer in respect of the goods and/or services specified in Schedule 14 (Table C.3.14) and that the price(s) and rate(s)/discount(s) offered cover all the goods and/or services specified in that Schedule; and accepts that any mistakes regarding price(s), rate(s), discount(s) and calculations will be at its own risk;
5. offers to supply all or any of the goods and/or services specified in that Price Schedule.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH & YEAR)

For and on behalf of the Tenderer
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****SCHEDULE 1: SAP ENTERPRISE MANAGEMENT (TABLE C.3.1)****C.2.2 Acceptance for Schedule 1 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****SCHEDULE 2: HUMAN CAPITAL MANAGEMENT (TABLE C.3.2)****C.2.2 Acceptance for Schedule 2 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)
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TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 3: TRAVEL & EXPENSE MANAGEMENT (TABLE C.3.3)

C.2.2 Acceptance for Schedule 3 (To Be Completed by the CCT)

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****SCHEDULE 4: SPEND MANAGEMENT (TABLE C.3.4)****C.2.2 Acceptance for Schedule 4 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****SCHEDULE 5: SERVICE MANAGEMENT (TABLE C.3.5)****C.2.2 Acceptance for Schedule 5 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)
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TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

SCHEDULE 6: BUSINESS TECHNOLOGY PLATFORM (TABLE C.3.6)

C.2.2 Acceptance for Schedule 6 (To Be Completed by the CCT)

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****SCHEDULE 7: BUSINESS DATA CLOUD (TABLE C.3.7)****C.2.2 Acceptance for Schedule 7 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****SCHEDULE 8: ASSET MANAGEMENT (TABLE C.3.8)****C.2.2 Acceptance for Schedule 8 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****Schedule 9: SAP Industry Cloud (Table C.3.9)****C.2.2 Acceptance for Schedule 9 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****Schedule 10: Governance and Compliance (Table C.3.10)****C.2.2 Acceptance for Schedule 10 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****Schedule 11: Business Transformation Management (Table C.3.11)****C.2.2 Acceptance for Schedule 11 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****Schedule 12: SAP Cloud ERP Private Edition (Table C.3.12)****C.2.2 Acceptance for Schedule 12 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****Schedule 13: Cloud Record Management and Archiving (Table C.3.13)****C.2.2 Acceptance for Schedule 13 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN****Schedule 14: Perpetual Record Management and Archiving (Table C.3.14)****C.2.2 Acceptance for Schedule 14 (To Be Completed by the CCT)**

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 1: SAP Enterprise Management (Table C.3.1)

C.2.3 Schedule of Deviations for Schedule 1 (To be Completed by the CCT upon Acceptance)

Notes:

1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
2. To be valid and binding on the Parties as a term or condition of the Contract, any deviation in a Tenderer's covering letter and/or in its Proposed Deviations and Qualifications in Schedule T.10 to the Conditions of Tender and/or which is raised during the process of negotiation between the Parties following the selection of the Tenderer as the preferred bidder or during the process of offer and acceptance, and on which agreement is reached by the Parties, must be recorded here. Unless so recorded, it shall not form part of the Contract.

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

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It is expressly agreed by the Parties that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender Documents and the Commencement Date, being the date on which the Tenderer signs the Confirmation of Receipt in Part C.2.4 below, confirming receipt from the CCT of a complete copy of the Contract described in the Preamble, shall form part of the Contract or otherwise have any meaning or legal effect between them.

INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 2: Human Capital Management (Table C.3.2)

C.2.3 Schedule of Deviations for Schedule 2 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
- 2. To be valid and binding on the Parties as a term or condition of the Contract, any deviation in a Tenderer's covering letter and/or in its Proposed Deviations and Qualifications in Schedule T.10 to the Conditions of Tender and/or which is raised during the process of negotiation between the Parties following the selection of the Tenderer as the preferred bidder or during the process of offer and acceptance, and on which agreement is reached by the Parties, must be recorded here. Unless so recorded, it shall not form part of the Contract.

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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 3: Travel & Expense Management (Table C.3.3)

C.2.3 Schedule of Deviations for Schedule 3 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 4: Spend Management (Table C.3.4)

C.2.3 Schedule of Deviations for Schedule 4 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 5: Service Management (Table C.3.5)

C.2.3 Schedule of Deviations for Schedule 5 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 6: Business Technology Platform (Table C.3.6)

C.2.3 Schedule of Deviations for Schedule 6 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 7: Business Data Cloud (Table C.3.7)

C.2.3 Schedule of Deviations for Schedule 7 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 8: Asset Management (Table C.3.8)

C.2.3 Schedule of Deviations for Schedule 8 (To be Completed by the CCT upon Acceptance)

Notes:

1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 9: SAP Industry Cloud (Table C.3.9)

C.2.3 Schedule of Deviations for Schedule 9 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 10: Governance and Compliance (Table C.3.10)

C.2.3 Schedule of Deviations for Schedule 10 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 11: Business Transformation Management (Table C.3.11)

C.2.3 Schedule of Deviations for Schedule 11 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 12: SAP Cloud ERP Private Edition (Table C.3.12)

C.2.3 Schedule of Deviations for Schedule 12 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 13: Cloud Record Management and Archiving (Table C.3.13)

C.2.3 Schedule of Deviations for Schedule 13 (To be Completed by the CCT upon Acceptance)

Notes:

1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 14: Perpetual Record Management and Archiving (Table C.3.14)

C.2.3 Schedule of Deviations for Schedule 14 (To be Completed by the CCT upon Acceptance)

Notes:

- 1. Any changes or additions to the Tender Documents by means of Notices to Tenderers issued by the CCT before the Tender Closing Date, which were intended by the CCT to constitute binding terms or conditions of the Contract, must be recorded here and, if appropriate, be appended as addenda hereto. Unless so recorded, such changes or additions shall not form part of the Contract.
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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 1: SAP Enterprise Management (Table C.3.1)

C.2.4. Confirmation of Receipt for Schedule 1 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 2: Human Capital Management (Table C.3.2)

C.2.4. Confirmation of Receipt for Schedule 2 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 3: Travel & Expense Management (Table C.3.3)

C.2.4. Confirmation of Receipt for Schedule 3 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 4: Spend Management (Table C.3.4)

C.2.4. Confirmation of Receipt for Schedule 4 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

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Witness (1): Signature

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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 5: Service Management (Table C.3.5)

C.2.4. Confirmation of Receipt for Schedule 5 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 6: Business Technology Platform (Table C.3.6)

C.2.4. Confirmation of Receipt for Schedule 6 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

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Witness (1): Signature

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INITIALS OF the CCT OFFICIALS		
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FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 7: Business Data Cloud (Table C.3.7)

C.2.4. Confirmation of Receipt for Schedule 7 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 8: Asset Management (Table C.3.8)

C.2.4. Confirmation of Receipt for Schedule 8 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE (continued)

**TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED
SOFTWARE LICENSES FOR THE CORE FINANCIAL AND
OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN**

Schedule 9: SAP Industry Cloud (Table C.3.9)

C.2.4. Confirmation of Receipt for Schedule 9 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 10: Governance and Compliance (Table C.3.10)

C.2.4. Confirmation of Receipt for Schedule 10 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 11: Business Transformation Management (Table C.3.11)

C.2.4. Confirmation of Receipt for Schedule 11 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 12: SAP Cloud ERP Private Edition (Table C.3.12)

C.2.4. Confirmation of Receipt for Schedule 12 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 13: Cloud Record Management and Archiving (Table C.3.13)

C.2.4. Confirmation of Receipt for Schedule 13 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
1	2	3

FORMS OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 92S/2025/26: PROCUREMENT OF SAP RELATED SOFTWARE LICENSES FOR THE CORE FINANCIAL AND OPERATIONAL SYSTEMS FOR THE CITY OF CAPE TOWN

Schedule 14: Perpetual Record Management and Archiving (Table C.3.14)

C.2.4. Confirmation of Receipt for Schedule 14 (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the relevant Schedule(s) of Deviations in Part C.2.3 (if any) on:

the..... (Day)

of..... (Month)

20..... (year)

at..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Witness (1): Signature

Name

Witness (1): Signature

Name

INITIALS OF the CCT OFFICIALS		
1	2	3

C.3 PRICING INSTRUCTIONS & PRICING SCHEDULES

3.1. PRICING INSTRUCTIONS

- 3.1.1.** Tenderers may respond to one or more or all of Pricing Schedules 1 to 14, being Tables C.3.1 to C.3.14 below.
- 3.1.2.** Subject to paragraph C.3.1.3 below, which governs the Pricing Schedule 1 in Part C.3 of this Tender, a Tenderer which responds to any other Pricing Schedule in Part C.3 of this Tender is required to offer all licenses (line items) within a specific schedule in the following manner:
- 3.1.2.1.** the Unit List Price Excl. VAT (which is defined in paragraph T.2.1.1.50 above) must be
- (a) stipulated in numerals with the prefix “R” and the rands and the cents separated by a decimal point, e.g. R499.50 (meaning four hundred and ninety-nine-rands and fifty cents) or R499.00 (meaning four hundred and ninety-nine Rands);
 - (b) all prices must be tendered in accordance with the units specified in the column “Estimated Quantities” for all licenses (line items) within a specific schedule in the Pricing Schedules 1 to 14 in Part C.3 of this Tender; and
 - (c) Use the largest T-Shirt size when calculating Unit List Price for Schedule 12.
- 3.1.2.2.** the OSM % Discount (which is defined in paragraph T.2.1.1.26 above) must be:
- (b) the same in respect of all licenses (line items) in a Schedule; and
 - (c) stipulated in numerals with the suffix “%”, e.g. 8.22% (meaning eight point twenty-two percent); and
- 3.1.2.3.** the Reseller % Discount (which is defined in paragraph T.2.1.1.27 above) must:
- (a) be the same in respect of all licenses (line items) in a Schedule;
 - (b) be stipulated in numerals with the suffix “%”, e.g. 5.36% (meaning five point thirty-six percent);
 - (c) include all of the Tenderer’s expenses disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer’s obligations in terms of any Contract that may result from this Tender, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as all of the Tenderer’s overhead charges and profits (in the event that the Tenderer is successful); and
 - (d) be final and binding, subject to negotiations, and will apply throughout any Contract that may result from this Tender; provided that, during any negotiations in terms of paragraph T.2.3.10 above, the Tenderer and the CCT may agree to an increase of the Reseller % Discount which, if accepted by the CCT, will replace the Reseller % Discount in the Tenderer’s tender offer, and will be the discount so final and binding for the duration of the contract;
- 3.1.2.4.** the “Total Schedule Discount”, will be:
- (a) equal to the aggregate of the OSM % Discount and the Reseller % Discount; and
 - (b) stipulated in numerals with the suffix “%”, e.g. 13.58% (meaning Thirteen point fifty-eight percent).
- 3.1.3.** A Tenderer which responds to Pricing Schedule 1 in Part C.3 of this Tender, is required to offer all licenses (line items) within that schedule in the following manner:
- 3.1.3.1.** in the Section of Pricing Schedule 1 headed “SAP S/4HANA Enterprise Management”:
- (a) complying with paragraphs C.3.1.2.1 to C.3.1.2.3 above in relation to units (lines) 1 to 23;

- (b) complying with paragraph C.3.1.2.4 above in relation to line 24;
- (c) stipulating the Tenderer's tender offer in respect of its annual fee for "SAP S/4 HANA Enterprise Management Annual License Maintenance and Support %" in line 25, which must:
 - (i) be expressed as a percentage of the total nett price paid by the CCT in respect of all licenses supplied in terms of the "SAP S/4HANA Enterprise Management" Section of that Schedule, and be stipulated in numerals with the suffix "%", e.g. 15.74% (meaning fifteen-point seventy-four percent);
 - (ii) include all of the Tenderer's expenses disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer's obligations in terms of any Contract that may result from this Tender, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as all of the Tenderer's overhead charges and profits (in the event that the Tenderer is successful); and
 - (iii) be final and binding, subject to negotiations, and will apply throughout any Contract that may result from this Tender; provided that, during any negotiations in terms of paragraph T.2.3.10 above, the Tenderer and the CCT may agree to a decrease of such annual fee which, if accepted by the CCT, will replace such annual fee in the Tenderer's tender offer, and which fee will be final and binding for the duration of the contract; and
- (d) stipulating the Tenderer's tender offer in respect of its annual service fee for "SAP S/4HANA Enterprise Management Annual License Maintenance and Support Reseller Service Fee %" in line 26, which must:
 - (i) be expressed as a percentage margin added to the "Annual License Maintenance and Support %" paid by the CCT in respect of "SAP S/4HANA Enterprise Management" Section of that Schedule, and shall be stipulated in numerals with the suffix "%", e.g. 1.37% (meaning one point thirty-seven percent);
 - (ii) include all of the Tenderer's expenses disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer's obligations in terms of any Contract that may result from this Tender, and must cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as all of the Tenderer's overhead charges and profits (in the event that the Tenderer is successful); and
 - (iii) be final and binding, subject to negotiations, and will apply throughout any Contract that may result from this Tender; provided that, during any negotiations in terms of paragraph T.2.3.10 above, the Tenderer and the CCT agree to a decrease of such service fee percentage which, if accepted by the CCT, will replace such service fee percentage in the Tenderer's tender offer, and which service fee percentage will be final and binding for the duration of the contract.

3.1.3.2. in the Section of Pricing Schedule 1 headed "Current SAP Systems":

- (a) treating the "License CAPEX Excl. VAT" as a Unit List Price Excl. VAT and thus complying with paragraph C.3.1.2.1 above in relation to units (lines) 28 to 118;
- (b) stipulating the Tenderer's tender offer in respect of its annual fee for "Current SAP Systems Annual License Maintenance and Support %" in line 119, which must:
 - (i) be expressed as a percentage of the total nett price paid by the CCT in respect of all of its Current SAP Systems licenses then in operation, and be stipulated in numerals with the suffix "%", e.g. 2.45% (meaning two point forty-five percent);
 - (ii) include all of the Tenderer's expenses disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer's obligations in terms of any Contract that may result from this Tender, and must cover the cost of all general risks, liabilities and obligations set forth or implied in the

Contract as well as all of the Tenderer's overhead charges and profits (in the event that the Tenderer is successful); and

- (iii) be final and binding, subject to negotiations, and will apply throughout any Contract that may result from this Tender; provided that, during any negotiations in terms of paragraph T.2.3.10 above, the Tenderer and the CCT may agree to a decrease of such annual fee which, if accepted by the CCT, will replace such annual fee in the Tenderer's tender offer, and which fee will be final and binding for the duration of the contract; and
- (c) stipulating the Tenderer's tender offer in respect of its annual extended fee for "Current SAP Systems Annual License Extended Maintenance and Support %" in line 120, which must:
 - (i) be expressed as a percentage of the total nett price paid by the CCT in respect of all of its Current SAP Systems licenses then in operation which is in addition to "Current SAP Systems Annual License Maintenance and Support %", and be stipulated in numerals with the suffix "%", e.g. 2.45% (meaning two point forty-five percent);
 - (ii) include all of the Tenderer's expenses disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer's obligations in terms of any Contract that may result from this Tender, and must cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as all of the Tenderer's overhead charges and profits (in the event that the Tenderer is successful); and
 - (iii) be final and binding, subject to negotiations, and will apply throughout any Contract that may result from this Tender; provided that, during any negotiations in terms of paragraph T.2.3.10 above, the Tenderer and the CCT may agree to a decrease of such annual fee which, if accepted by the CCT, will replace such annual fee in the Tenderer's tender offer, and which fee will be final and binding for the duration of the contract; and
- (d) stipulating the Tenderer's tender offer in respect of its annual service fee "Current SAP Systems Annual License Maintenance and Support Reseller Service Fee %" in line 121, which must:
 - (i) be expressed as a percentage of the total nett price paid by the CCT in respect of any Current SAP Systems licenses supplied in terms of the "Current SAP Systems Section of that Schedule, and must be stipulated in numerals with the suffix "%", e.g. 1.37% (meaning one point thirty-seven percent); and
 - (ii) include all of the Tenderer's expenses disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer's obligations in terms of any Contract that may result from this Tender, and will cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as all of the Tenderer's overhead charges and profits (in the event that the Tenderer is successful); and
 - (iii) be final and binding, subject to negotiations and will apply throughout any Contract that may result from this Tender; provided that, during any negotiations in terms of paragraph T.2.3.10 above, the Tenderer and the CCT agree to a decrease of such service fee percentage which, if accepted by the CCT, will replace such service fee percentage in the Tenderer's tender offer, and which service fee percentage will be final and binding for the duration of the contract.

3.1.4. A Tenderer which responds to Pricing Schedule 14 in Part C.3 of this Tender, is required to offer all licenses (line items) within that schedule in the following manner:

- (a) complying with paragraphs C.3.1.2.1 to C.3.1.2.3 above in relation to units (lines) 1 to 2;
- (b) complying with paragraph C.3.1.2.4 above in relation to unit (line) 3;
- (c) stipulating the Tenderer's tender offer in respect of its annual fee for "Perpetual Records Management and Archiving Annual License Maintenance and Support %" in line 4, which

must:

- (i) be expressed as a percentage of the total nett price paid by the CCT in respect of all licenses and be stipulated in numerals with the suffix “%”, e.g. 15.74% (meaning fifteen point seventy-four percent);
 - (ii) include all of the Tenderer’s expenses disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer’s obligations in terms of any Contract that may result from this Tender, and will cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as all of the Tenderer’s overhead charges and profits (in the event that the Tenderer is successful); and
 - (iii) be final and binding, subject to negotiations, and will apply throughout any Contract that may result from this Tender; provided that, during any negotiations in terms of paragraph T.2.3.10 above, the Tenderer and the CCT may agree to a decrease of such annual fee which, if accepted by the CCT, will replace such annual fee in the Tenderer’s tender offer, and which fee will be final and binding for the duration of the contract; and
- (d) stipulating the Tenderer’s tender offer in respect of its annual service fee for “Perpetual Records Management and Archiving Annual License Maintenance and Support Reseller Service Fee %” in line 5, which must:
- (i) be expressed as a percentage of the net price paid by the CCT in respect of any Perpetual Records Management and Archiving licenses supplied and must be stipulated in numerals with the suffix “%”, e.g. 1.37% (meaning one point thirty-seven percent); and
 - (ii) include all of the Tenderer’s expenses disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer’s obligations in terms of any Contract that may result from this Tender, and will cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as all of the Tenderer’s overhead charges and profits (in the event that the Tenderer is successful); and
 - (ii) be final and binding, subject to negotiations, and will apply throughout any Contract that may result from this Tender; provided that, during any negotiations in terms of paragraph T.2.3.10 above, the Tenderer and the CCT may agree to a decrease of such annual fee which, if accepted by the CCT, will replace such annual fee in the Tenderer’s tender offer, and which fee will be final and binding for the duration of the contract; and

3.1.5. The Tenderer must substantiate every Unit List Price Excl. VAT item included in its tender offer(s) with documentary proof in the form of an official, current SAP list of recommended retail prices (or any similar price list issued by SAP or of an official, current SAP written quotation addressed to the Tenderer; and list such document(s) in the List of Other Documents Attached by the Tenderer (Annexure T.10 above) and attach them thereto.

3.1.6. If a unit (line item) in any of the Pricing Schedules has been discontinued by SAP, the Tenderer must indicate same by writing “DISCONTINUED” over the field(s) which it would otherwise have completed; and must not replace the relevant unit (line item) with an alternative. If the discontinuation is verified by SAP (on enquiry by the CCT), paragraph C.3.1.7 below will not apply due to the Tenderer not complying fully with paragraph C.3.1.2 or paragraph C.3.1.3 above when completing the relevant Pricing Schedule.

3.1.7. If a Tenderer does not comply fully with paragraphs C.3.1.2 to C.3.1.5 above when completing a Pricing Schedule, its bid in respect of the Pricing Schedule in question will be declared non-responsive and will not be considered by the CCT.

3.1.8. Tenderers should note that the quantities of licenses stipulated by the CCT in the Pricing Schedules are estimates by the CCT based on its current requirements. During any Contract(s) which may result from this Tender, the CCT may, in its discretion, order less, more or none of the licenses; and will issue any such orders as and when the license(s) in question are required, whereupon the

Supplier will be obliged to supply them to the CCT in accordance with the Contract(s) in question.

- 3.1.9.** The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.
- 3.1.10.** With reference to Procurement of Additional add-on Licenses and Related Services catered for under “provisional sums”, as described more fully in section C.4.4.3 of the Specifications; it has been included in the Pricing Schedules(s) in the following manner:
- (i) A line item has been included in each Pricing Schedule for the Procurement of Additional add-on Licenses and Related Services.
 - (ii) The Reseller % Discount, as awarded for the relevant Pricing Schedule, will equally apply to the “provisional sum” listed in that Pricing Schedule.
- 3.1.11.** A Tenderer which responds to Pricing Schedule 6 in Part C.3 of this Tender, is required to offer all licenses (line items) within that schedule in the following manner:
- (a) take note that the BTP Services and SAP Business AI Features, with their estimated quantities against the respective unit of measure per service or feature, are listed in lines 1.1 to 1.24;
 - (b) take note that the BTP Services and SAP Business AI Features in lines 1.1 to 1.24 of this schedule are not to be costed separately;
 - (c) Tenderer to complete the SAP BTP Service Estimator and SAP Business AI Estimator based on the CCT requirements for BTP Services and SAP Business AI Features in lines 1.1 to 1.24;
 - (d) provide for SAP BTP Enterprise Agreement in line 1 of this schedule the calculated estimated quantity in column E based on output from SAP BTP Service Estimator and SAP Business AI Estimator;
 - (e) Tenderer must list the output reports from the SAP BTP Service Estimator and SAP Business AI Estimator in the List of Other Documents Attached by Tenderer (Annexure T.10 below) and attach a copy of such reports thereto;
 - (f) complying with paragraphs C.3.1.2.1 to C.3.1.2.3 above in relation to units (lines) 1, 2 and 3; and
 - (g) complying with paragraph C.3.1.2.4 above in relation to unit (line) 4.

3.2. Pricing Schedules

The Pricing Schedules comprise of the following tables:

Table Number	Pricing Schedule Number	Pricing Schedule Name
Table C.3.1	Pricing Schedule 1	SAP Enterprise Management
Table C.3.2	Pricing Schedule 2	Human Capital Management
Table C.3.3	Pricing Schedule 3	Travel & Expense Management
Table C.3.4	Pricing Schedule 4	Spend Management
Table C.3.5	Pricing Schedule 5	Service Management
Table C.3.6	Pricing Schedule 6	Business Technology Platform
Table C.3.7	Pricing Schedule 7	Business Data Cloud
Table C.3.8	Pricing Schedule 8	Asset Management
Table C.3.9	Pricing Schedule 9	SAP Industry Cloud
Table C.3.10	Pricing Schedule 10	Governance and Compliance
Table C.3.11	Pricing Schedule 11	Business Transformation Management
Table C.3.12	Pricing Schedule 12	SAP Cloud ERP Private Edition
Table C.3.13	Pricing Schedule 13	Cloud Record Management and Archiving
Table C.3.14	Pricing Schedule 14	Perpetual Record Management and Archiving

Table C.3.1: Pricing Schedule 1: SAP Enterprise Management

SAP S/4HANA Enterprise Management

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
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Enterprise Management

1	7018652	SAP S/4HANA Enterprise Management for Professional use	Users	7740			
2	7018653	SAP S/4HANA Enterprise Management for Productivity use	Users	28913			
3	7018654	SAP S/4HANA Enterprise Management for Functional use	Users	3127			
4	7018682	SAP S/4HANA Developer Access	Users	101			
5	7020214	SAP S/4HANA Enterprise Portfolio and Project Management, professional	Users	2500			
6	7020213	SAP S/4HANA Enterprise Portfolio and Project Management, standard	Users	2500			
7	7020307	SAP Real Estate Management for SAP S/4HANA, residential property management option	Rental Units	1100			

Utilities

8	7020358	S/4HANA Utilities for customer engagement, enterprise edition	Contracts	6040			
9	7020353	SAP S/4HANA for energy utilities bill-to-cash management	Point of Delivery	3020			
10	7020352	SAP S/4HANA for energy utilities meter data management and operations	Point of Delivery	3020			
11	7020355	SAP S/4HANA for water utilities bill-to-cash management	Point of Delivery	3020			
12	7020354	SAP S/4HANA for water utilities meter data management and operations	Point of Delivery	3020			
13	7019540	prepayment for utilities for SAP S/4HANA	Point of Delivery	30			

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Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Asset Management							
14	7020608	SAP Spatial Asset Management for SAP S/4HANA	Users	20			
Payroll							
15	7020960	SAP U.S. Payroll Tax Calculation by BSI for SAP S/4HANA	Users	31000			
Other							
16	7020026	SAP Data Services, enterprise edition	Cores	16			
17	7020165	SAP Information Lifecycle Management for SAP S/4HANA	System	1			
18	7018985	SAP Interactive Forms by Adobe		1000000			
Governance and Compliance							
19	7018701	SAP Process Control for SAP S/4HANA	Users	1			
20	7018702	SAP Risk Management for SAP S/4HANA	Users	1			
21	7019092	SAP Audit Management for SAP S/4HANA	Users	1			
22	7018703	SAP Access Control for SAP S/4HANA	Users	327			
Environmental, Health and Safety							
23	7021820	SAP S/4HANA for EHS environment management	Record	100			
24	SAP S/4HANA Enterprise Management Total Schedule Discount %						

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Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
25		SAP S/4HANA Enterprise Management Annual License Maintenance and Support %					
26		SAP S/4HANA Enterprise Management Annual License Maintenance and Support Reseller Service Fee %					

Additional add-on Licenses and Related Services provision (Clause 4.3.4)

27	N/A	Additional add-on Licenses and Related Services provision Schedule 2	Unit	1	R 1 000 000	N/A	
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Current SAP Systems

Line Item No.	SAP Code	SAP Description	Current CCT Quantities	License CAPEX Excl. VAT
28	7001125	SAP Business Suite Professional	7740	
29	7001126	SAP Business Suite Employee	28913	
30	7001127	SAP Business Suite Ltd Professional	3127	
31	7002389	SAP Business Suite Developer User	101	
32	7001699	SAP CRM Limited Professional User	600	
33	7010034	SAP AMI Integration for Util	100	
34	7002814	e-Invoicing & ContractAccounting (e-ICA)	103	
35	7001170	Billing (consumption based contracts)	3020000	

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Line Item No.	SAP Code	SAP Description	Current CCT Quantities	License CAPEX Excl. VAT
36	7001171	Billing (flat fee contracts)	2000000	
37	7002769	BeX Broadcoaster	1	
38	7002079	mySAP FI Real Estate Mgmt - Resid.Use	1100	
39	7009036	SAP RE Mgmt, land management	1000	
40	7001132	SAP Payroll Processing	31000	
41	7011191	SAP NetWeaver Identity Mgmt f. non-empl.	50	
42	7011192	SAP NetWeaver Identity Mgmt f. employees	257	
43	7015835	SAP Ent Int-Work Manager MobApp	1153	
44	7019207	SAP Prof and Perf Mgmt, 21-50	30	
45	7019166	SAP BW/4HANA 65-320 units	66	
46	7019374	SAP BPC,v f SAP BW/4HANA (plan), Prof Ed	15	
47	7019375	SAP BPC,v f SAP BW/4HANA (plan), Std Ed	200	
48	7010583	SAP NetWeaver BW Accelerator	40	
49	7011540	SAP HANA, Enterprise Ed., up to 10 units	4	
50	7001799	IS-U Invoicing & Contract Accounting	20000	
51	7001172	Invoicing & Contract Accounting	1000001	

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Line Item No.	SAP Code	SAP Description	Current CCT Quantities	License CAPEX Excl. VAT
52	7001843	External Community Member	6100000	
53	7003339	SAP GRC Access Control Package (Pub Sec)	1136	
54	7003631	Enterprise Query, Reporting&Analys. pack	3000	
55	7003276	SAP Interactive Forms by Adobe - ext. co	1000000	
56	7010696	SAP BS Bus. Exp. Upg.Usr (from Prof Usr)	100	
57	7009560	SAP Productivity Pak by ANCILE	10000	
58	7009561	SAP Prod Pak Help Launch Pad by Ancile	10000	
59	7011456	SAP App HANA Viewer User	25	
60	7010494	SAP Linear Asset Management	20	
61	7011637	SAP Extended Sourcing	100	
62	7010783	SAP Event Management	10	
63	7011825	SAP Manuf. Integr. + Intell. (SAP MII)	5	
64	7009532	SAP Business Comm. Mgmt, multi-channel	300	
65	7009535	SAP Business Comm. Mgmt, reporting	300	
66	7002403	Energy Data Mgmt. Device Mgmt.	1	
67	7010935	SAP Billing for TC	6	

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Line Item No.	SAP Code	SAP Description	Current CCT Quantities	License CAPEX Excl. VAT
68	7009536	SAP Business Comm. Mgmt, IVR	60	
69	7009394	SAP Emergency Management for PS	100	
70	7009393	SAP Investigative Case Management for PS	5000	
71	7009550	SAP Archiv. by Open Text (Bus.Exp, Prof)	100	
72	7009551	SAP Archiving by Open Text, empl. usage	100	
73	7011213	SAP NetWeaver Process Orchestration	2	
74	7011712	BA&T SAP BusObj Predictive Analysis	5	
75	7011797	SAP Sybase Event Stream Processor	8	
76	7011839	SAP Mobile Platform	5000	
77	7011319	BA&T SAP Data Services	8	
78	7011320	BA&T SAP Information Steward	4	
79	7018552	SAP Contact Center, e-channel	60	
80	7018553	SAP Contact Center, voice channel	60	
81	7002405	Energy Data Mgmt. Energy Data Repository	1	
82	7002404	Energy Data Mgmt. Meter Reading Mgmt.	1	
83	7002075	SAP Learning Solution	500	

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Line Item No.	SAP Code	SAP Description	Current CCT Quantities	License CAPEX Excl. VAT
84	7001145	Equipment & Tools Mgmt	10000	
85	7002799	MDM Print	2	
86	7016085	SAP Fiori	10000	
87	Calculated charges	mySAP PLM's Easy DMS Interface	50	
88	7002614	Energy Data Mgmt. Real Time Pricing	1	
89	Calculated charges	Cost Collector for 3rd party royalties	18	
90	Calculated charges	Enterprise Supp. f. SAP BusObj portfolio	3	
91	7002613	Energy Data Mgmt. Reconciliation & Settl	1	
92	Calculated charges	Enterprise Support for Sybase	1	
93	Calculated charges	SAP Enterprise Support	15	
94	7001717	Environment, Health & Safety	1	
95	7002406	e-PSCD	1	
96	7002059	e-Recruiting	1	
97	7002414	GIS Connector Package	1	
98	Calculated charges	mySAP Business Suite	1	
99	7002071	OpenHub	1	

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Line Item No.	SAP Code	SAP Description	Current CCT Quantities	License CAPEX Excl. VAT
100	7002617	Planning & Support Deployed Operations	1	
101	7003785	ProduktivtyPak Adapter f. SAP Sol.Man.	1	
102	7002407	Public Sector Records Mgmt	1	
103	Calculated charges	RCS package for Enterprise Support Cust.	1	
104	7002709	Reservation Planning	1	
105	7001600	Sales/Service Order Processing	1	
106	7009533	SAP Business Comm. Mgmt, voice-only	1	
107	7002279	SAP Financial Supply Chain Mgmt.(FSCM 1)	1	
108	7018920	SAP HANA, RT Applic&BW-inst base,partial	1	
109	7018921	SAP HANA, RTed Appl&BW-new/subsq partial	1	
110	7003273	SAP Interactive Forms by Adobe - Starter	1	
111	7002721	SAP NetWeaver PI Base Engine	1	
112	7002867	SAP NW Records Management	1	
113	7002695	SAP POS Data Management f. R&W	1	
114	7001164	SAP Real Estate Mgmt- Resident Prop Mgmt	1	
115	7002768	SAP RFID Integrated for SAP ERP	1	

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Line Item No.	SAP Code	SAP Description	Current CCT Quantities	License CAPEX Excl. VAT
116	7002847	SAP RFID Standalone	1	
117	7002636	SAP Solution Manager	1	
118	7003655	SAP Solution Manager Enterprise Edition	1	
119	Current SAP Systems Annual License Maintenance and Support %			
120	Current SAP Systems Annual License Extended Maintenance and Support Reseller %			
121	Current SAP Systems Annual License Maintenance and Support Reseller Service Fee %			

Table C.3.2: Pricing Schedule 2: Human Capital Management

Line Item No	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Human Capital Management (HCM)							
1		SAP SuccessFactors Payroll	Users	32464			
2		SAP SuccessFactors Employee Central, core HR	Users	32464			
3		SAP SuccessFactors Employee Central, core HR Functional Use	Users	18223			
4		SAP SuccessFactors Time Tracking	Users	32464			
5		SAP SuccessFactors Recruiting	Users	32464			
6		SAP SuccessFactors Onboarding	Users	32464			
7		SAP SuccessFactors Learning	Users	32464			
8		SAP SuccessFactors Performance & Goals	Users	32464			
9		SAP SuccessFactors Succession & Development	Users	8700			
10		SAP SuccessFactors Compensation	Users	3000			
11		SAP SuccessFactors Workforce Analytics	Users	20			
12		SAP SuccessFactors HXM Suite additional test tenant in preview environment	Tenant	1			
13	Total Schedule Discount %						

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Line Item No	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
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Additional add-on Licenses and Related Services provision (Clause 4.3.4)

14	N/A	Additional add-on Licenses and Related Services provision Schedule 2	Unit	1	R 1 000 000	N/A	
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Table C.3.3: Pricing Schedule 3: Travel & Expense Management

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Travel & Expense Management							
1		SAP Concur Travel Expense	Volume of Claims	550			
2	Total Schedule Discount %						
Additional add-on Licenses and Related Services provision (Clause 4.3.4)							
3	N/A	Additional add-on Licenses and Related Services provision Schedule 3	Unit	1	R 1 000 000	N/A	

Table C.3.4: Pricing Schedule 4: Spend Management

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Spend Management							
1		SAP Strategic Procurement	Users	215			
2		SAP Ariba Supplier Risk	Users	105			
3		SAP Ariba Spend Control tower	Spend	R 53 399 986 000.00			
4		SAP Business Network Commerce Automation	Flat Fee	1			
5		SAP Ariba Buying for SAP S/4HANA	Spend	R 23 399 986 000.00			
6		SAP Ariba Catalog	Spend	R 53 399 986 000.00			
7	Total Schedule Discount %						

Additional add-on Licenses and Related Services provision (Clause 4.3.4)

8	N/A	Additional add-on Licenses and Related Services provision Schedule 4	Unit	1	R 1 000 000	N/A	
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Table C.3.5: Pricing Schedule 5: Service Management

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Service Management							
1		SAP Service Cloud Version 2	Users	540			
2		SAP Service Cloud Version 2, utilities add-on	Users	540			
3		SAP Self-Service Accelerator for Utilities by SEW, cloud edition	Points of Delivery	300 000			
4		SAP Sales Cloud and SAP Service Cloud Version 2, limited use	Users	60			
5		SAP Sales Cloud and SAP Service Cloud Version 2, test tenant	Instance	1			
6		SAP Enterprise Service Management	Transactions	1			
7	Total Schedule Discount %						

Additional add-on Licenses and Related Services provision (Clause 4.3.4)

8	N/A	Additional add-on Licenses and Related Services provision Schedule 5	Unit	1	R 1 000 000	N/A	
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Table C.3.6: Pricing Schedule 6: Business Technology Platform

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Business Technology Platform							
1		SAP BTP Enterprise Agreement	Capacity Unit				
1.1		SAP BTP ABAP environment	Hours Hours of Persistence Memory Hours of Runtime Memory	744 2 1	(a) take note that the BTP Services and SAP Business AI Features, with their estimated quantities against the respective unit of measure per service or feature, are listed in lines 1.1 to 1.24; (b) take note that the BTP Services and SAP Business AI Features in lines 1.1 to 1.24 of this schedule are not to be costed separately; (c) Tenderer to complete the SAP BTP Service Estimator and SAP Business AI Estimator based on the CCT requirements for BTP Services and SAP Business AI Features in lines 1.1 to 1.24;		
1.2		SAP Audit Log Service	Customer Written Volume (GB) Volume Stored (GB)	1 500			
1.3		SAP Automation Pilot	API Calls	1			
1.4		SAP Business Application Studio	Users	50			
1.5		SAP BTP, Cloud Foundry Runtime	GB Memory	200			
1.6		SAP Cloud Identity Services	Logins	6 001			
1.7		SAP Continuous Integration Delivery	Compute hours	744			
1.8		SAP Credential Store	Records	1 000			
1.9		SAP Job Scheduling Service	Job Executions	2			
1.10		SAP Build	Active User (developer) Active User (base) Active User (premium)	50 32 000 1			
1.11		SAP Build Apps	Entitlement Package Capacity Units Active Users (Advanced) Active Users (Standard)	1 0 50 0			

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Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
1.12		SAP Build Code	Capacity Units	8 450			
1.13		SAP Build Process Automation	Active Users	50			
1.14		SAP Build Work Zone advanced edition	Connections Active users	11 265 1 000 000			
1.15		SAP Task Center	Records	3 000			
1.16		UI5 flexibility for key users	Users	1 000			
1.17		SAP Mobile Services	Resources	3 000			
1.18		SAP Print Service	Documents	100			
1.19		SAP Document Management service, integration option	Storage API Calls	1 1			
1.20		SAP Forms Service by Adobe	Form Requests	1 500			
1.21		Joule Premium for Human Capital Management	AI Units	6 000			
1.22		Joule Premium for Supply Chain	AI Units	3 250			
1.23		Joule Premium for Customer Service	AI Units	6 500			
1.24		Joule Premium for Financial Management	AI Units	3 250			

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Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
2		SAP Integration Suite, premium edition	Tenant	1			
3		SAP S/4HANA Cloud for access control, private edition	Connection	500			

4	Total Schedule Discount %						
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Additional add-on Licenses and Related Services provision (Clause 4.3.4)

5	N/A	Additional add-on Licenses and Related Services provision Schedule 6	Unit	1	R 1 000 000	N/A	
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Table C.3.7: Pricing Schedule 7: Business Data Cloud

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Business Data Cloud							
1		SAP Business Data Cloud	Capacity Unit	50000			
2		Customer Managed Data Products	Flat Fee	1			
3		Cloud ERP Intelligence Private	Users	4001			
4		People Intelligence	Users	32464			
5	Total Schedule Discount %						
Additional add-on Licenses and Related Services provision (Clause 4.3.4)							
6	N/A	Additional add-on Licenses and Related Services provision Schedule 7	Unit	1	R 1 000 000	N/A	

Table C.3.8: Pricing Schedule 8: Asset Management

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Asset Management							
1		SAP Field Service Management	Users	6600			
2		SAP Field Service Management, test tenant	Tenant	1			
3		SAP Crowd Services		11			
4		SAP Business Network Asset Collaboration, premium membership	Entitlement Package	1			
5		SAP Mobile Services	Resources	1153			
6		SAP Asset Performance Management	Objects	120			
7		Mobile Execution and Dynamic Forms	Users	16			
8	Total Schedule Discount %						
Additional add-on Licenses and Related Services provision (Clause 4.3.4)							
9	N/A	Additional add-on Licenses and Related Services provision Schedule 8	Unit	1	R 1 000 000	N/A	

Table C.3.9: Pricing Schedule 9: SAP Industry Cloud

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
SAP Industry Cloud							
1		Cloud4Energy	Objects	1001			
2	Total Schedule Discount %						
Additional add-on Licenses and Related Services provision (Clause 4.3.4)							
3	N/A	Additional add-on Licenses and Related Services provision Schedule 9	Unit	1	R 1 000 000	N/A	

Table C.3.10: Pricing Schedule 10: Governance and Compliance

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Governance and Compliance							
1		SAP Secure Login Service for SAP GUI	Users	65			
2		SAP Cloud Identity Access Governance, standard edition	Resources	33			
3		SAP Process Control, private cloud edition	Users	75			
4		SAP Risk Management, private cloud edition	Users	75			
5		SAP Audit Management, private cloud edition	Users	75			
6	Total Schedule Discount %						
Additional add-on Licenses and Related Services provision (Clause 4.3.4)							
7	N/A	Additional add-on Licenses and Related Services provision Schedule 10	Unit	1	R 1 000 000	N/A	

Table C.3.11: Pricing Schedule 11: Business Transformation Management

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Business Transformation Management							
1		SAP Signavio Process Transformation Manager	Users	20			
2		SAP Signavio Process Insights and Intelligence package	Records	3			
3		SAP Signavio Process Modeller	Users	1			
4		SAP Signavia Process Collaboration Hub	Users	50			
5		WalkMe Digital Adoption Platform	Users	3000			
6		Walk Me Premium for Ariba	Named Users	215			
7		WalkMe Digital Adoption Platform	Named Users	500			
8		WalkMe for Concur solutions	Names Users	1			
9		WalkMe for Customers	Average monthly visitors	2500			
10		WalkMe for SAP SuccessFactors HCM	Named Users	29464			
11		WalkMe Premium for BTP solutions	Named Users	500			
12		WalkMe Premium for Finance	Named Users	1			
13		WalkMe Premium for S/4HANA Private Cloud	Named Users	32464			
14		WalkMe Premium for SAP CX solutions	Named Users	540			

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Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
15		EnableNow Content Creation Edition	Users	32464			
16		SAP Learning Hub	Users	20			
17	Total Schedule Discount %						

Additional add-on Licenses and Related Services provision (Clause 4.3.4)

18	N/A	Additional add-on Licenses and Related Services provision Schedule 11	Unit	1	R 1 000 000	N/A	
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Table C.3.12: Pricing Schedule 12: SAP Cloud ERP Private Edition

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Enterprise Management							
1		RISE with SAP S/4HANA Cloud, private edition, premium	Points of Delivery	4001			
2		SAP S/4HANA Cloud, Enterprise Portfolio and Project Management, private edition, professional	Users	25			
3		SAP Advanced Financial Closing	Cloud Service Entries	1			
4		SAP S/4HANA Cloud for contract, lease, and real estate management, private edition	Objects	1			
5		SAP S/4HANA Cloud for Real Estate Management Cloud, residential property mgmt, private edition	Objects	1000			
Utilities							
6		SAP S/4HANA Cloud Private Edition, utilities	Points of Delivery	3020			
Asset Management							
7		SAP Spatial Asset Management for S/4HANA private cloud edition	Users	40			
Payroll							
8		SAP Payroll Processing, private cloud edition	Users	32464			
Other							
9		SAP Landscape Transformation Replication Server for SAP S/4HANA Cloud Private Edition	Tenant	1			
10		SAP Data Services Enterprise, private cloud edition	Tenant	1			
11		SAP Data Services Enterprise, additional non-productive tier, private edition	Tenant	1			

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Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
12		SAP Information Lifecycle Management, private cloud edition	Tenant	2			

Environmental, Health and Safety

13		SAP S/4HANA Cloud for EHS workplace safety, private edition	Records (Safety Incidents)	2			
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14	Total Schedule Discount %						
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Additional add-on Licenses and Related Services provision (Clause 4.3.4)

15	N/A	Additional add-on Licenses and Related Services provision Schedule 12	Unit	1	R 1 000 000	N/A	
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Table C.3.13: Pricing Schedule 13: Cloud Record Management and Archiving

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Cloud Record Management and Archiving							
1		SAP Extended Enterprise Content Management by OpenText, cloud edition, base access option	Users	6			
2		SAP Archiving and Document Access Core by OpenText	GigaByte	61			
3		SAP Archiving and Document Access Core by OpenText, Cloud connector, private edition	Flat Fee	1			
4		SAP Archiving and Document Access Core by OpenText, additional storage	GigaByte	0			
5	Total Schedule Discount %						

Additional add-on Licenses and Related Services provision (Clause 4.3.4)

6	N/A	Additional add-on Licenses and Related Services provision Schedule 13	Unit	1	R 1 000 000	N/A	
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Table C.3.14: Pricing Schedule 14: Perpetual Record Management and Archiving

Line Item No.	SAP Code	SAP Description	Unit of Measure	Estimated Quantities	Unit List Price Excl. VAT	OSM % Discount	Reseller % Discount
Perpetual Record Management and Archiving							
1		SAP Extended Enterprise Content Management by OpenText	Users	6			
2		SAP Archiving and Document Access by OpenText	Users	1000			
3	Total Schedule Discount %						
4	Perpetual Records Management and Archiving Annual License Maintenance and Support %						
5	Perpetual Records Management and Archiving Annual License Maintenance and Support Reseller Service Fee %						
Additional add-on Licenses and Related Services provision (Clause 4.3.4)							
6	N/A	Additional add-on Licenses and Related Services provision Schedule 14	Unit	1	R 1 000 000	N/A	

C.4 SPECIFICATIONS

4.1. Introduction

- 4.1.1. Tenderers are referred to the definitions in paragraph T.2.1.1 (“Interpretation”) above.
- 4.1.2. The Core Application Refresh (“CAR”) Programme is a strategic programme approved by the CCT Council in June 2020. The programme aims to digitally modernise the CCT by replacing aging IT assets and improving its digital experiences with its stakeholders, including residents, service providers, Suppliers and staff.
- 4.1.3. The largest and most complex project in the CAR Programme is the replacement of the CCT’s Current SAP Systems with SAP Business Suite software which include:
 - 4.1.3.1. the SAP Enterprise Management solution as perpetual licenses (BYOL) (comprising the licenses in the “SAP S/4 HANA Enterprise Management” Section of Pricing Schedule 1 in Part C.3 above and “Current SAP Systems” Section of the of Pricing Schedule 1 in Part C.3 above);
 - 4.1.3.2. the SAP S/4HANA Cloud private edition licenses (comprising the licenses in “SAP Cloud ERP Private Edition” Pricing Schedule 12 in Part C.3 above);
 - 4.1.3.3. the specialised SAP Cloud software solutions licenses (comprising the licenses in Pricing Schedules 2 to 11 in Part C.3 above); and
 - 4.1.3.4. SAP Open Text licenses for Record Management and Archiving, as Cloud or Perpetual solutions (comprising the licenses in Pricing Schedule 13 for cloud licenses and Schedule 14 for perpetual licenses in Part C.3 above).
- 4.1.4. The CCT ran a SAP Readiness Check for SAP S/4HANA September 2024 on Current SAP solution environments for the simulated SAP S/4HANA target size including future database growth and other related aspects.
- 4.1.5. The CCT refers to the upgrade as the “Core Plus Project” and depending on the outcome of this Tender, will issue one or more (up to 14) licensing Contracts in respect thereof. The essence of the Core Plus Project is the supply, installation, maintenance and support of a solution that supports the CCT’s core financial and operational capabilities. The aim is to enable (but not limited to) budgeting, financial, funds management, asset management, asset maintenance, revenue management, invoice and billing, procurement and supply chain management, contract management, payroll and human capital management, programme and project management, integration, reporting, data and analytics as well as customer relationship management.
- 4.1.6. In addition, the CCT requires the extension of the annual license maintenance and support services in respect of its Current SAP Systems licenses in the period during which the CCT and its contractor(s) are busy with the implementation of the Core Plus Project. The CCT’s current estimated duration of that period is it will start on 1 January 2028 and end on 31 December 2030, but this period could change depending on the CCT’s rate of progress with the Core Plus Project. The City’s procurement of such annual license maintenance and support services is catered for in the “Current SAP Systems” Section of Pricing Schedule 1 in Part C.3 above. The successful Tenderer will be required to provide pricing in respect of maintenance and support as well as top-up for organic growth in respect of the Current SAP Systems Licenses.

4.2. Terminology

The Terminology used for SAP solutions / offerings and tools throughout this document is based on the information available to the CCT shortly before the advertising of this Tender and may be subject to change by SAP.

4.3. The licenses and services

- 4.3.1.** The licenses and services (annual license maintenance and support) which the CCT currently wishes to procure through this Tender are set out in the Pricing Schedules in Part C.3 above.
- 4.3.2.** The annual license maintenance and support services which the CCT wishes to procure must be provided directly by SAP. To that end, the CCT must have direct access to SAP to request any maintenance and support.
- 4.3.3.** Any Contract(s) awarded pursuant to this Tender will be procurement of the relevant SAP licenses and services over a period up to 10 (ten) years.

4.4. Procurement of Additional add-on Licenses and Related Services

- 4.4.1.** It should be noted that the CCT, in deriving the schedule of licenses and business requirements, conducted extensive research and evaluation. However, it acknowledges that at the rate of technological change and innovation there may be new and/or additional products, and/or related services and/or offerings that may be considered throughout the term of the contract.
- 4.4.2.** For this purpose, there would be allowances at the discretion of the CCT to identify additional requirements deemed necessary for the continued operations of its financial and operational systems. The CCT Supply Chain Management (SCM) policy allows the use of “provisional sums”, to be allocated as part of the pricing schedules. Please refer to the definition of “provisional sums” included in paragraph T.2.1.1.31 above.
- 4.4.3.** The following process will be followed for the procurement of any Additional Add-on Licenses and Related Services:
 - (i) The CCT will request the relevant supplier of the awarded Pricing Schedule to which the additional add-on licenses and related services pertain, to provide a quotation, based on the CCT’s documented requirements.
 - (ii) The CCT reserves the right to accept or reject the quotation, and/or to approach the market if the offer is not deemed market related.
 - (iii) The provisional sum that has been included in each pricing schedule, is a unit rate that will be multiplied or divided to get to the total amount of the accepted quotation.

4.5. Technical specifications

Tenderers who wish to obtain the technical specifications of the licenses and services must request them from SAP (SA).

4.6. Quantities

As mentioned in paragraph C.3.1.8 above, the quantities of licenses stipulated by the CCT in the Pricing Schedules are estimates by the CCT based on its current requirements. During any Contract(s) which may result from this Tender, the CCT may, in its discretion, order less, more or none of the licenses; and will issue any such orders as and when the license(s) in question are required, whereupon the Supplier will be obliged to supply them to the CCT in accordance with the Contract(s) in question.

C.5 SPECIAL TERMS & CONDITIONS OF CONTRACT

1. Definitions

Delete clauses 1. 1.1 and 1.2 and replace them with the following

1. In this Contract, where terms occur which are defined in paragraph T.2.1.1 of Part T.2 (Conditions of Tender) above, they bear those defined meanings and, in addition, the following further terms shall be interpreted as follows:

- 1.1 'Commencement Date' means the date on which the Tenderer signs the Confirmation of Receipt in Part C.2.4 above, confirming receipt from the CCT of a complete copy of the Contract described in the Preamble, whereupon the Tenderer becomes the Supplier named in the Contract.

- 1.2 'Contract Period' means up to 120 months from the Commencement Date of the Contract.

Delete clauses 1.9 and 1.10

Delete clause 1.15 and replace it with the following

- 1.15 The word 'Goods' is to be replaced everywhere in the GCC where it occurs with 'Goods and/or Services' which means all of the SAP software licenses and related services that the Supplier is required to supply 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 1.16 and replace it with the following:

- 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.

Delete clauses 1.17 and 1.18

Delete clause 1.19 and replace it 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 1.20 and replace it with the following:

- 1.20 'Parties' means the Purchaser and the Supplier.

- 1.20A 'POPIA' means the Protection of Personal Information Act of 2013 ('POPIA'), and the terms 'Personal Information' and 'Processing' shall have the meanings set out in section 1 of POPIA, and 'Process' shall have a meaning equivalent to 'Processing'.

Delete clause 1.21 and replace it with the following:

- 1.21 'Purchaser' means the CCT.

Delete clause 1.24 replace it with the following:

- 1.24 'Supplier' means the Supplier referred to in paragraph T.2.1.1.41 in Part T.2 (Conditions of Tender) above, also referred to as a 'contractor' in the GCC.

- 1.24A 'Working Day' means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

2. Application

Delete clauses 2.1, 2.2 and 2.3 and replace them with the following:

Where there is a conflict between these GCC and the SCC, the SCC shall prevail.

3. General

Delete clauses 3.1 and 3.2 and replace them with the following:

- 3.1 The Purchaser will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with the requirement of the tender giving rise to the Contract.
- 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 the Contract, subject to clause 28.
- 3.3 Without derogating from any such liability of the Supplier to the Purchaser, if the Supplier is:
 - 3.3.1 a partnership, a Joint Venture or a Consortium, all members thereof shall be jointly liable with the Supplier to the Purchaser and shall be severally liable to the Purchaser; or
 - 3.3.2 a trust, all of the trustees shall be jointly liable with the Supplier to the Purchaser and shall be severally liable to the Purchaser.
- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
 - 3.4.1 The Contract is subject to the SCM Policy applicable on the Commencement Date and as it may be amended from time to time thereafter.
 - 3.4.2 Abuse of the SCM Policy and/or the Purchaser's supply chain management system is prohibited and may result, inter alia, in:
 - 3.4.2.1 cancellation of the Contract;
 - 3.4.2.2 the listing of the Supplier and/or any other relevant person(s) and any of their representatives (if applicable) on the Purchaser's Register of Tender and Contract Defaulters as being prohibited from bidding for or being awarded any contract by the Purchaser for a period not exceeding 5 (five) years specified on the list; and/or
 - 3.4.2.3 the exercise by the Purchaser of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or the Tender giving rise to the Contract and/or any applicable laws.
- 3.5 As stipulated in paragraph C.3.1.7 in Part C.3 (Pricing Schedules and Pricing Instructions) and paragraph C.4.5 in Part C.4 (Specifications) above, the quantities of licenses stipulated by the Purchaser in the relevant Pricing Schedules are estimates by the Purchaser based on its then current requirements. During the Contract, the Purchaser may, in its discretion, order less or none of the licenses; and shall issue any Purchase Orders for license(s) as and when the license(s) in question are required, whereupon the Supplier shall be obliged to supply them to the Purchaser in accordance with the Contract.
- 3.6 The Supplier shall:
 - 3.6.1 arrange for the Proof of Insurance required by clause 11 to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and in any event by no later than 5 (five) Working Days after the Commencement of the Contract;

- 3.6.2 as and when required by the Contract, deliver the Goods and/or Services in accordance with the Contract, to the satisfaction of the Purchaser, with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards;
- 3.6.3 be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions;
- 3.6.4 in the event of a loss resulting in a claim against an insurance policy required by clause 11, pay the first amount (excess) as required by the insurance policy;
- 3.6.5 comply with all written instructions from the Purchaser, subject to clause 18;
- 3.6.6 make good at his own expense, all incomplete and defective Goods during the warranty period stipulated in clause 15.2; and
- 3.6.7 maintain, during the Contract period, the conditions or circumstances which entitled it to the points for Specific Goals, as envisaged by paragraph T.2.2.1.11(f) of Part T.2 (Conditions of Tender) that it claimed in its bid and which were included in its scoring in terms of T.2.3.9 of Part T.2.
- 3.7 The Purchaser shall:
 - 3.7.1 issue Purchaser Orders for the Goods and/or Services required under the Contract. No liability for payment will ensue for arising out of the Delivery of Goods and/or Services, unless a Purchase Order has been issued to the Supplier and such Goods and/or Services are delivered pursuant thereto;
 - 3.7.2 make payment to the Supplier for the Goods and/or Services as set out herein;
 - 3.7.3 take possession of the Goods and/or Services upon Delivery by the Supplier;
 - 3.7.4 regularly inspect the Goods to establish that they are being delivered in compliance with the Contract;
 - 3.7.5 as required by section 116(2)(b) of the MFMA and the SCM Policy, monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the Purchaser with its full cooperation in this regard;
 - 3.7.6 give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract;
 - 3.7.7 in its discretion, grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.

4. Standards

Delete clause 4.1 and replace it with the following:

The Goods and/or Services delivered by the Supplier to the Purchaser shall comply strictly with all relevant provisions of paragraph T.1.4.1 in Part T.2 (Conditions of Tender), the relevant Pricing Schedule(s) in Part 3.2 (Pricing Schedules) and the provisions of Part C.4 (Specifications) above.

5. Use of contract documents and information; inspection

Delete clause 5 and replace it with the following:

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

Add the following after clause 5.4:

- 5.5 Copyright, data and factual information:
 - 5.5.1 Copyright of all documents prepared by the Supplier in accordance with the relevant provisions of the

Copyright 98 of 1978 relating to the Contract shall be vested in the Purchaser.

5.5.2 Where copyright of any relevant documents:

5.5.2.1 is vested in the Purchaser, the Supplier shall not be liable in any way for the use of any of the information other than as originally intended in terms of the Contract and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, arising from the use of such documentation for other purposes; or

5.5.2.2 is vested in the Supplier, the Purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the agreement and need not obtain the Supplier's permission to copy it for such use.

5.5.3 The ownership of all 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 any public or media statements or publish any material related to the Contract within 2 (two) years after the end of the Contract Period, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality:

The Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the Purchaser, if applicable), the Supplier thereby acknowledges and unconditionally agrees:

5.8.1 that the Supplier has been informed of the purpose of the collection and Processing of its Personal Information as defined in POPIA, which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the Purchaser's reporting purposes;

5.8.2 to the collection and Processing of the Supplier's Personal Information by the Purchaser and agrees to make available to the Purchaser, all information reasonably required by the Purchaser for the above purposes;

5.8.3 that the Personal Information the Purchaser collects from the Supplier or about the Supplier may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.8.4 that, the Supplier indemnifies the Purchaser and its officials and employees and undertakes to keep the Purchaser and its officials and employees indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the Purchaser (including the costs incurred in defending or contesting any such claim) in relation to the Supplier's and/or the Supplier's employees' and/or the Supplier's representatives' non-compliance with POPIA and/or the Purchaser's failure to obtain the Supplier's consent or to notify the Supplier of the reason for the Processing of the Supplier's Personal Information;

5.8.5 to the disclosure of the Supplier's Personal Information by the Purchaser to any third party, where the Purchaser has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);

5.8.6 that, under POPIA, the Supplier may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, Personal Information held by the Purchaser in relation to the Supplier, subject to applicable law; and

5.8.7 that under POPIA, subject to applicable law, the Supplier also has the right to be notified of a Personal Information breach and the right to object to, or restrict, the Purchaser's Processing of its Personal Information.

6. Patent rights

Delete clauses 6 and 6.1 and replace them with the following:

6. Intellectual Property

- 6.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
- 6.2 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.
- 6.3 The Supplier shall, and warrants that it shall:
 - 6.3.1 not be entitled to use the Intellectual Property of the Purchaser for any purpose other than as contemplated in the Contract;
 - 6.3.2 not modify, add to, change or alter the Intellectual Property of the Purchaser, 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 of the Purchaser, 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;
 - 6.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
 - 6.3.4 comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the Intellectual Property of the Purchaser, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
 - 6.3.5 ensure that its employees, directors, members and contractors comply strictly with the provisions of clause 5.5.3.4 unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement;
- 6.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services 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 against 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.
- 6.5 Upon expiry of the Contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Intellectual Property of the Purchaser, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clauses 7 and 7.1 to 7.4

8. Inspections, tests and analyses

Delete clauses 8 and 8.1 to 8.8

9. Packing

Delete clauses 9, 9.1 and 9.2

10. Delivery and documents

Delete clause 10 and replace it with the following:

10. Quotations, Purchase Orders, delivery, acceptance and invoicing

Delete clauses 10.1 and 10.2 and replace them with the following:

- 10.1 In this clause 10, “the goods” does not include services and means the SAP software licenses that the Supplier is required to supply to the purchaser under the Contract.
- 10.2 As and when the Purchaser requires the supply of any goods, it shall deliver to the Supplier a Purchase Order therefor.
- 10.3 The Supplier shall deliver the goods on **or before** the date stated on relevant the Purchase Order(s), which shall be not earlier than **5 (five)** Working Days after the date of delivery of the Purchase Order(s).
- 10.4 As soon as practically possible after delivery, the Purchaser shall determine whether the goods delivered comprise the relevant license(s) listed in the relevant Pricing Schedule(s) in Part C.3 of the Tender giving rise to the Contract and further described in the Specifications in Part C.4 of the Tender giving rise to the Contract.
- 10.5 If the Purchaser determines that the goods are compliant, it shall issue an appropriate written certification approval to that effect, signifying its acceptance of the goods.
- 10.6 Invoicing by the Supplier for goods delivered may only occur, and shall be dated, on or after the date of such written acceptance of the goods.

11. Insurance

Delete clause 11.1 and replace it with the following:

- 11.1 In this clause 11, “the goods” does not include services and means the SAP software licenses that the Supplier is required to supply to the purchaser under the Contract.
- 11.2 The Supplier shall fully insure the goods supplied under the Contract, in a freely convertible currency, against loss or damage incidental to manufacture by SAP, acquisition by SAP (SA) or the Supplier, and storage, transportation and/or delivery by the Supplier.
- 11.3 The Supplier shall effect and maintain public liability insurance(s), in its name, 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 the Contract, in an amount not less than R20 million for any single claim.
- 11.4 Subject to clause 3.5.1, the Supplier shall furnish the Purchaser with copies of every relevant, current insurance policy whenever the Purchaser may so require from time to time during the Contract period.

12. Transportation

Delete clauses 12 and 12.1.

13. Incidental Services

Delete clause 13, 13.1 and 13.2.

14. Spare parts

Delete clauses 14 and 14.1.

15. Warranty

Insert the following clause before clause 15.1:

15.1 Not relevant to this tender.

16. Payment

Delete clauses 16.1 and 16.2 and replace them with the following:

- 16.1 Payment of invoices will be made within 30 (thirty) days of the Purchaser receiving the relevant invoice from the Supplier: provided that the Purchaser shall not be liable for payment of any invoice that pre-dates the date on which the Purchaser has signified its acceptance of the relevant goods in terms of clause 10.5 or, in the case of invoices for fees for annual services, the date of commencement of the relevant services.
- 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.

Delete clause 16.3.

17. Prices

Delete clause 17.1 and replace it with the following:

- 17.1 The SAP S/4 HANA Enterprise Management licenses in lines 1 to 23 of Pricing Schedule 1 in Part C.3, the SAP Cloud Products licenses in Pricing Schedules 2 to 11 therein, the SAP Cloud ERP Private Edition licenses in Pricing Schedule 12 therein and the SAP related licenses for Records Management and Archiving in Pricing Schedules 13 and 14 therein of the Tender giving rise to the Contract, shall be supplied at the relevant Unit List Price Excl. VAT at the time when the Supplier supplies them to the Purchaser, minus:
- 17.1.1 the OSM % Discount and the Reseller % Discount stipulated in the relevant award(s) by the Purchaser's BAC or Appeal Authority as the case may be; the OSM % Discount and any further ad hoc discounts, such as volume discounts, which SAP may grant to the CCT shall be applied to the Unit List Price Excl. VAT at the times when the Supplier Reseller supplies to the CCT any of the items listed in the Schedule;
- 17.1.2 any further *ad hoc* discounts, such as volume discounts, which SAP may grant to the Purchaser at the relevant times; and
- 17.1.3 any conversion credits / rebates / refunds which SAP may grant to the Purchaser for the return of any of its Current SAP System licenses at the relevant times.
- 17.2 The annual fee "SAP S/4 HANA Enterprise Management Annual License Maintenance and Support %" in line 25 of Pricing Schedule 1 in Part C.3 of the Tender giving rise to the Contract shall be the percentage, stipulated in the relevant award by the Purchaser's BAC or Appeal Authority as the case may be, of the aggregate of the net prices paid by the Purchaser in respect of all licenses the supplied by the Supplier in terms of the "SAP S/4 HANA Enterprise Management" Section of that Schedule.
- 17.3 The annual service fee "SAP S/4 HANA Enterprise Management Annual License Maintenance and Support Reseller Service Fee %" in line 26 of Pricing Schedule 1 in Part C.3 of the Tender giving rise to the Contract shall be the percentage, stipulated in the relevant award by the Purchaser's BAC or Appeal Authority as the case may be, of the "SAP S/4 HANA Enterprise Management Annual License Maintenance and Support %" paid by the Purchaser in respect of all licenses the supplied by the Supplier in terms of the "SAP S/4 HANA Enterprise Management" Section of that Schedule.
- 17.4 The Current SAP Systems licenses in lines 28 to 118 of Pricing Schedule 1 in Part C.3 of the Tender giving rise to the Contract shall be supplied at the Unit List Price Excl. VAT at the times when the Supplier supplies them to the Purchaser minus:
- 17.4.1 any discounts which SAP may grant to the Purchaser at the relevant times; and

- 17.4.2 any conversion credits / rebates / refunds which SAP may grant to the Purchaser for the return of any of its Current SAP Systems licenses at the relevant times.
- 17.5 The annual fee “Current SAP Systems Annual License Maintenance and Support %” in line 119 of Pricing Schedule 1 in Part C.3 of the Tender giving rise to the Contract shall be the percentage, stipulated in the relevant award by the Purchaser’s BAC or Appeal Authority as the case may be, of the aggregate of the net prices paid by the Purchaser in respect of all of its Current SAP Systems licenses then in operation, the functionality of which will be required in the new SAP environment to which the Tender giving rise to the Contract is directed.
- 17.6 The annual extended fee “Current SAP Systems Annual Extended License Maintenance and Support %” in line 120 of Pricing Schedule 1 in Part C.3 of the Tender giving rise to the Contract shall be the percentage, stipulated in the relevant award by the Purchaser’s BAC or Appeal Authority as the case may be, of the aggregate of the net prices paid by the Purchaser in respect of all of its Current SAP Systems licenses then in operation in addition to Current SAP Systems Annual License Maintenance and Support %”, the functionality of which will be required in the new SAP environment to which the Tender giving rise to the Contract is directed.
- 17.7 The annual service fee “Current SAP Systems Annual License Maintenance and Support Reseller Service Fee %” in line 121 of Pricing Schedule 1 in Part C.3 of the Tender giving rise to the Contract shall be the percentage, stipulated in the relevant award by the Purchaser’s BAC or Appeal Authority as the case may be, of the Current SAP Systems Annual License Maintenance and Support %” paid by the Purchaser in respect of any Current SAP Systems licenses supplied in terms of the “Current SAP Systems” Section of that Schedule.
- 17.8 The annual fee “Perpetual Records Management and Archiving Annual License Maintenance and Support %” in line 4 of Pricing Schedule 14 in Part C.3 of the Tender giving rise to the Contract shall be the percentage, stipulated in the relevant award by the Purchaser’s BAC or Appeal Authority as the case may be, of the aggregate of the net prices paid by the Purchaser in respect of licenses.
- 17.9 The annual service fee “Perpetual Records Management and Archiving Annual License Maintenance and Support Reseller Service Fee %” in line 5 of Pricing Schedule 14 in Part C.3 of the Tender giving rise to the Contract shall be the percentage, stipulated in the relevant award by the Purchaser’s BAC or Appeal Authority as the case may be, of the “Perpetual Records Management and Archiving Annual License Maintenance and Support %”.

18. Contract Amendments

Delete clause 18.1 and replace it with the following:

- 18.1 To be valid, any amendment of the Contract:
- 18.1.1 shall comply with section 217 of the Constitution of the Republic of South Africa, 1996 and section 116(3) of the MFMA; and
- 18.1.2 shall be in writing and signed by the Parties.

19. Assignment

Delete clauses 19 and 19.1 and replace them with the following:

19. Delegation, cession, assignment and subcontracting

- 19.1 Subject to clauses 19.2 and 19.3, the Supplier may, in whole or in part:
- 19.1.1 cede its rights under the Contract;
- 19.1.2 delegate its obligations under the Contract;
- 19.1.3 assign its rights and obligations under the Contract; or

- 19.1.4 subcontract its obligations under the Contract to a person not nominated as a sub-contractor by the Purchaser or nominated by the Supplier in the bid, quotation or offer which gave rise to the Contract.
- 19.2 Any such cession, delegation, assignment or subcontracting shall be valid only if:
- 19.2.1 the Supplier first obtains the Purchaser's prior written consent, the granting of which shall be within the discretion of the Purchaser but shall not be unreasonably withheld;
- 19.2.2 prior to granting such consent the Purchaser has:
- 19.2.2.1 conducted or caused to be conducted:
- 19.2.2.1.1 a due diligence in respect of the intended cessionary, delegate, assignee or sub-contractor, that yields a favourable outcome on the issues described in clauses 19.3; and
- 19.2.2.1.2 a BBBEE ranking evaluation in respect of the intended cessionary, delegate, assignee or sub-contractor, that yields a favourable outcome in the sense described in clause 19.4; and
- 19.2.2.2 obtained certification in writing from the Purchaser's City Manager or their delegate that it falls within one or more of the circumstances described in clauses 325.1 to 325.5.6, 331, 334 and 335 of the SCM Policy or any equivalents of those clauses in a later version of such policy; and
- 19.2.2.3 duly complied with any then applicable laws, policies and internal procedures; and
- 19.2.3 the intended cessionary, delegate, assignee or sub-contractor has signed any declaration(s) of interest that the Purchaser may reasonably require, and has countersigned an appropriate novation agreement presented by the Purchaser, and has submitted same to the Purchaser.
- 19.3 The due diligence investigation required by clause 19.2.2.1.1 shall be aimed at ensuring that:
- 19.3.1 the intended cessionary, delegate, assignee or sub-contractor:
- 19.3.1.1 has the capability and financial capacity to comply with the Contract; and
- 19.3.1.2 is not prohibited or restricted from doing business with the Purchaser or any other organ of state; and
- 19.3.2 the intended contractual association between the Purchaser and the intended cessionary, delegate, assignee or sub-contractor will not:
- 19.3.2.1 pose any reputational, business or any other risk to the Purchaser;
- 19.3.2.2 require a material amendment to any contract price adjustment mechanism in the Contract or any other term or condition of the Contract; or
- 19.3.2.3 result in an infringement of the competition laws or any other applicable laws.
- 19.4 The BBBEE ranking evaluation required by clause 19.2.2.1.2 shall be aimed at determining whether, had the intended cessionary, delegate, assignee or sub-contractor been the party whose bid, quote or offer resulted in the Contract, or had it been nominated by the Supplier in the bid, quotation or offer which gave rise to the Contract, as the case may be, it or the Supplier would have been awarded the Contract.
- 19.5 The provisions of this clause shall apply, with the change necessitated by the change in context, to a material change in the ownership, membership or control of a supplier which is a corporate entity or in the composition of a supplier which is a joint venture, a consortium, a partnership, a trust or a similar entity.

20. Subcontracts

Delete clauses 20 and 20.1.

21. Delays in the Supplier's performance

Delete clauses 21.1 to 21.6 and replace them with the following:

- 21.1 If at any time during the Contract the Supplier should encounter conditions impeding timely delivery any goods or the timely performance of any services, it shall promptly, and in any event not later than 7 (seven) days after becoming aware of such conditions, notify the City in writing thereof and include in such notification the likely duration of the delay and a description of its cause(s).
- 21.2 As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may in its discretion:
 - 21.2.1 extend the Supplier's time for performance;
 - 21.2.2 direct the Supplier to perform forthwith;
 - 21.2.3 notwithstanding clauses 25.1 and 25.2, obtain the relevant goods or services from an organ of state or issue a Purchase Order therefor to the "Standby Supplier" described in paragraph T.2.1.5.4(b) of Part T.2 (Conditions of Tender), and cancel the Purchase Order issued to the Supplier; or
 - 21.2.4 terminate the Contract with the Supplier in terms of clause 23 and, henceforth, proceed to procure all further goods and services from an organ of state or such "Standby Supplier", and

in its discretion remit or sustain any penalties for which the Supplier is liable in terms of clause 22 due to the delay.
- 21.3. The Purchaser shall notify the Supplier in writing of its decisions in terms of clause 21.2 as soon as practically possible.

22. Penalties

Delete clause 21.1 and replace it with the following:

- 22.1 Subject to clauses 21, 25 and 34, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the amount(s) payable therefor, as a penalty, 0.5 % of the last affected order, as the case may be:
 - 22.1.1 the Unit List Price Excl. VAT of the relevant SAP related licenses referred to in clause 17.1 net of any amounts referred to in clauses 17.1.1, 17.1.2 and 17.1.3;
 - 22.1.2 the annual fee "SAP S/4 HANA Enterprise Management Annual License Maintenance Support %" referred to in clause 17.2;
 - 22.1.3 the annual service fee "SAP S/4 HANA Enterprise Management Annual License Maintenance and Support Reseller Service Fee %" referred to in clause 17.3;
 - 22.1.4 the Unit List Price Excl. VAT of the relevant "Current SAP Systems" license(s) referred to in clause 17.3 net of any amounts referred to in clauses 17.4.1 and 17.4.2;
 - 22.1.5 the annual fee "Current SAP Systems Annual License Maintenance and Support %" referred to in clause 17.5;
 - 22.1.6 the annual extended fee "Current SAP Systems Annual Extended License Maintenance and Support %" referred to in clause 17.6;
 - 22.1.7 the annual service fee "Current SAP Systems Annual License Maintenance and Support Reseller Service Fee %" referred to in clause 17.7;

- 22.1.8 the annual fee "Perpetual Records Management and Archiving Annual License Maintenance and Support %" referred to in clause 17.8;
- 22.1.9 the annual service fee "Perpetual Records Management and Archiving Annual License Maintenance and Support Reseller Service Fee %" referred to in clause 17.9;
- 22.2 The Supplier hereby consents to the Purchaser deducting any such penalty amount(s) from any payment then due to the Supplier.
- 22.3 If no payments are then due to the Supplier, or the payments then due to the Supplier are less than such penalty amount(s), the Purchaser may, in its discretion:
 - 22.3.1 recover such penalty amount(s) or the balance thereof, as the case may be, from any payments which in the future become due to the Supplier; or
 - 22.3.2 issue a written notice demanding that the Supplier, forthwith and in any event within 7 (seven) days, pay such penalty amount(s) or the balance thereof, as the case may be, to the Purchaser.
- 22.4 If the Supplier does not comply or comply fully with a notice issued in terms of clause 22.3.2, the Purchaser may, without prejudice to for breach of contract, terminate the Contract with the Supplier in terms of clause 23 and claim the Penalties from the Supplier.

24. Termination for default

Delete clause 24 and replace it with the following:

24. Termination

Delete clauses 23.1 to 23.7 and replace them with the following:

- 23.1 The Purchaser shall cancel the Contract, by written notice to the Supplier:
 - 23.1.1 if the Supplier dies, is declared to be of unsound mind by a court of the Republic of South Africa, or is disqualified by such a court to act as a director of a company;
 - 23.1.2 if the Supplier becomes an unrehabilitated insolvent or otherwise incompetent in law to administer their estate;
 - 23.1.3 if the Supplier is a body corporate and is placed in business rescue or in liquidation;
 - 23.1.4 if the Supplier is convicted of an offence and sentenced to imprisonment without the option of a fine, or is convicted of any offence involving dishonesty, and the time for an appeal has expired or an appeal has been determined adversely to them;
 - 23.1.5 is found by a court in the Republic of South Africa, during the past 5 (five) years, to have contravened the Competition Act 89 of 1998;
 - 23.1.6 in the circumstances contemplated in clause 58.3 of the SCM Policy;
 - 23.1.7 has or develops a conflict of interest in relation to the Contract and/or the performance of the Contract;
 - 23.1.8 ceases to be accredited as a SAP reseller for the relevant Goods and/or Services and/or, If the Supplier is a partnership / joint venture / consortium / trust, a partner, member or trustee thereof ceases to be so accredited, and, having been notified by the Purchaser in writing thereof, the Supplier has failed to remedy the situation within 5 (five) days of the date of such notice; or
 - 23.1.9 ceases to be registered on the Purchaser's Supplier's Database or whose information on the Purchaser's Supplier Database is incorrect in any material respect and, having been notified by the Purchaser in writing thereof, has failed to remedy the situation within 5 (five) days of the date of such notice.
- 23.2 If the Purchaser cancels the Contract in terms of clause 23.1, the Purchaser shall not be liable to the

Supplier for any loss occasioned to the Supplier thereby; and, in the case of a cancellation in terms of clause 23.1.2 or clause 23.1.3, such cancellation shall be without prejudice to any claims, rights of action, remedies or duties which the Purchaser may have or bear against or in relation to the Supplier under the laws governing the insolvency, administration of the estate, business rescue or liquidation as the case may be (including the Purchaser's obligation to pay all of the Supplier's invoices which were due and payable in terms of clause 16) and shall not preclude the Purchaser from accepting an offer from the Supplier's trustee in insolvency, administrator or liquidator, as the case may be, to supply the Goods and/or Services in accordance with the Contract as it existed prior to such cancellation (in which event, the Contract shall revive and continue on that basis).

- 23.3 If the Purchaser cancels the Contract in terms of clause 23.1 due to the Supplier or any of its directors (if it is a company), partners (if it is a partnership), members (if it is a consortium or joint venture) or trustees (if it is a trust) committing an abuse of the Purchaser's supply chain management system, including but not limited to fraud, corruption or other serious misconduct in relation to the Specific Goals as envisaged by paragraph T.2.2.1.11(f) of Part T.2 (Conditions of Tender) that the Supplier claimed in its bid and which were included in its scoring in terms of T.2.3.9 of Part T.2, the Supplier shall be liable to the Purchaser for any indirect, incidental, special or consequential loss which the Purchaser may suffer as a result of having to make less favourable arrangements due to such cancellation.
- 23.4 Subject to clauses 21.2 and 25, the Purchaser may, in its discretion, cancel the Contract in whole or in part:
- 23.4.1 if the Supplier has committed a material breach of the Contract and, having been notified by the Purchaser in writing of such breach, has failed to remedy such breach within 5 (five) days of the date of such notice;
- 23.4.2 if the Supplier has failed to maintain, during the Contract period, the conditions or circumstances which entitled it to the points for Specific Goals, as envisaged by paragraph T.2.2.1.11(f) of Part T.2 (Conditions of Tender) that it claimed in its bid and which were included in its scoring in terms of T.2.3.9 of Part T.2, and, having been notified by the Purchaser in writing of such breach, has failed to rectify the situation within 5 (five) days of the date of such notice;
- 23.4.3 if the Supplier the implementation or further implementation of the Contract as the case may be, may result in reputational harm to the City, including but not limited to circumstances where the Supplier:
- 23.4.3.1 is the subject of a report(s) of poor governance or unethical behaviour or of negative media reports (including negative social media reports);
- 23.4.3.2 is the subject of a negative assurance (due diligence) report(s);
- 23.4.3.3 is associated with a notorious person(s) or with the close family member(s) of such a person(s); or
- 23.4.3.4 employs or is directed by a person(s) previously in service of the state (as defined in paragraph T.2.2.1.5(a)(i) of Part T.2 (Conditions of Tender)) who has been negatively implicated in any supply chain management irregularity while in service of the state; or
- 23.4.4 by written agreement with the Supplier, which agreement shall be duly signed by or behalf of the Parties and shall regulate the legal consequences of such cancellation.
- 23.5 If the Purchaser cancels the Contract in terms of clause 23.4.1 or clause 23.4.2, the Supplier shall be liable to the Purchaser for any indirect, incidental, special or consequential loss which the Purchaser may suffer, including loss as a result of having to make less favourable arrangements due to such cancellation and, in the case of cancellation in terms of clause 23.4.1, the loss of operation time, damage software, the corruption or loss of information and/or interest costs.
- 23.6 If the Purchaser cancels the contract in the circumstances contemplated in clause 23.3 or it does so in terms of clause 23.4.1 or clause 23.4.2:
- 23.6.1 notwithstanding such cancellation, the Supplier shall remain obligated to perform all obligations that were due and enforceable prior to the date of cancellation; and
- 23.6.2 the Purchaser may initiate proceedings against the Supplier and/or the relevant director(s), partner(s),

member(s) or trustee(s), as the case may be, in terms of clauses 57 to 62 of the SCM Policy (including any other enterprise or person contemplated in clause 62 of the SCM Policy).

24. Anti-dumping and countervailing duties and rights

Add the following after clause 24.1:

24.2 For purposes of clause 24.1 “the State” shall mean the Purchaser.

25. Force majeure

Add the following after clause 25.2:

25.3 Notwithstanding clauses 25.1 and 25.2, during the force majeure situation the Purchaser may obtain the affected goods or services from an organ of state or issue a Purchase Order therefor to the “Standby Supplier” described in paragraph T.2.1.5.4(b) of Part T.2 (Conditions of Tender), and cancel any Purchase Order(s) therefor issued to the Supplier.

26. Termination for insolvency

Delete clauses 26 and 26.1.

27. Settlement of Disputes

Delete clauses 27.1 to 27.5 and replace them with the following:

- 27.1 If any dispute or difference arises between the Parties, other than a dispute or difference concerning any action(s) taken by the Purchaser in terms of clause 23, the Parties shall attempt to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 Should the parties fail to resolve such a dispute or difference by mutual consultation, the Supplier or the Tenderer shall be entitled to deliver to the other Party a written notice referring the matter for confidential mediation by an independent and impartial person appointed by the City Manager in terms of clause 416.2 of the SCM Policy, in which event:
- 27.2.1 the provisions of clauses 417 to 421 of the SCM Policy shall apply;
- 27.2.2 the mediator and the parties shall endeavour to reach agreement on the mediation processes, and to that end the mediator may meet with the Parties jointly and/or individually;
- 27.2.3 the Parties shall bear their own costs in relation to the mediation and any ensuing processes under the aegis of the Western Cape Provincial Treasury or the National Treasury in terms of clauses 419 and 420;
- 27.2.4 if the mediation or any such ensuing process results in the resolution of the dispute or difference between the Parties, the settlement agreement shall be reduced to writing and signed by or on behalf of the Parties, whereupon it shall be binding upon them;
- 27.2.5 if any issue remains in dispute after the mediation any such ensuing process(es), either of the Parties may institute legal proceedings against the other for the adjudication of the issue(s) in dispute; and
- 27.2.6 except as provided by law or agreed between the Parties, all communications and disclosures, whether oral or written, made in the mediation proceedings and any ensuing process(es) shall be confidential and inadmissible in evidence.

28. Limitation of Liability

Delete clause 28.1 and replace it with the following:

28.1 Notwithstanding anything to the contrary contained in this Contract:

28.1.1 the Supplier and/or its officers, directors, employees, agents, sub-contractors, consultants, other representatives 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 suffer, whether or not such loss, damage, injury or death is caused through negligence of the Purchaser or the Purchaser's officers, employees, agents, contractors, consultants or other persons for whom in law the Purchaser may otherwise be liable; and

28.1.2 under no circumstances whatsoever, including as a result of the Purchaser's negligent (including grossly negligent) acts or omissions or those of its officers, employees, agents, contractors, consultants or other persons for whom in law it may be liable (in whose favour this constitutes a *stipulatio alteri*), shall the Purchaser or any of such officers, employees, agents, contractors, consultants or other persons 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 Supplier and/or its officers, directors, employees, agents, sub-contractors, consultants, other representatives or customers, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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:

28.2.1 personal injury or loss of life to or by any individual;

28.2.2 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.

31. Notices

Delete clauses 30.1 and 30.2 and replace them with the following:

31.1 Any notice, request, consent, approval or other communication by one Party to the other in connection with the Contract shall be in writing and delivered, posted or emailed to the other Party at the following addresses:

31.1.1 in the case of the Supplier, the physical address (chosen *Domicilium Citandi et Executandi*) or postal address of the Supplier or the email address of its duly authorised representative, all as stipulated in Part C.1 (Details of Tenderer/Supplier) above; and

31.1.2 in the case of the Purchaser:

The City Manager, care of [REDACTED]

Via hand delivery at:

Via email at: [REDACTED]

Via post at: [REDACTED].

31.2 If a Party elects to give any such communication via:

31.2.1 hand delivery, it shall be deemed to have been received by the other Party on the day of such hand delivery, unless such day is not a Working Day, in which case it shall be deemed to have been so received on the next Working Day;

31.2.2 postal delivery, it shall be deemed to have been received by the other Party 5 (five) Working Days after the date on which a prepaid registered letter containing the communication is first stamped by the postal service; and

31.2.3 email, it shall be deemed to have been received by the other Party 1 (one) Working Day after the date

on which the email was sent.

32. Taxes and Duties

Delete clause 32.3.

33. National Industrial Participation (NIP) Programme

Delete clauses 33 and 33.1.

34. Prohibition of Restrictive practices

Delete clauses 34 to 34.3.

35. Contract Performance Criteria

- 35.1** The Service Provider shall adhere to the below Service Level Framework applicable to the Licenses offered. The minimum service availability required is as follows:

Table 35.1

No.	Key performance indicator (KPI)	Response / Target	Grief Points
1.	Lead-time in providing a Quotation.	Quotation to be provided with-in 30 working days, from the date the request was issued to the reseller by the CCT.	1 (one) Point per request not met
2.	Lead-time in providing license(s)	License(s) to be available for use with-in 30 working days, from the date the purchase order was issued to the reseller by the CCT.	1 (one) Point per request not met.

35.2 Frequency for Reporting Compliance of the Service Level.

- 35.2.1 The Measurement Period will be daily (working days), and the Reporting Period will be monthly of SLA and monthly thereafter. Information, such as grief points, termination events and performance statistics against service levels, will be consolidated in the form of a Report and presented at the scheduled meetings. The supplier will compile a monthly report and deliver the report to the CCT's authorised representative two days prior to the scheduled meeting date.
- 35.2.2 Communication to be done by the CCT's delegated Information Technology Manager and authorised representatives from the supplier(s).

35.3 Service Penalty

- 35.3.1 In each case of a failure to satisfy a Service Level, the Supplier will satisfy the applicable Service Level at the earliest date.
- 35.3.2 In addition, in each case that a Service Level is not complied with, the CCT shall be entitled (but not obliged) to recover a Service Penalty, calculated in the manner described in the Service Penalty Calculation Section.

35.4 Service Penalty Calculation

- 35.4.1 Each Service Penalty is made up of an accumulation of Grief Points.

- 35.4.2 Grief Points are accumulated automatically by the CCT due to failures by the Supplier to meet Service Levels.
- 35.4.3 Grief points shall be allocated for each failure to meet any Service Levels per schedule.
- 35.4.4 Upon accumulation of 3 (three) Grief Points, this will constitute a Service Penalty, which may be claimed by the CCT. Consistently high Grief Points will be reviewed and consideration given to this constituting a Service Level Terminal Event.
- 35.4.5 Before every monthly SLA meeting the Supplier will generate a report with all the details of the non-compliance of the service levels and the grief points that the CCT is entitled.
- 35.4.6 The CCT may claim a Service Penalty by informing the Supplier at the SLA meeting or in writing that it is claiming the Service Penalty.
- 35.4.7 The Service penalty, which may be applied, will be 0.5% (Half percent) of the last affected Order.
- 35.4.8 The Grief Points will reset to zero at the end of each contract anniversary. This means the Supplier will begin each contract anniversary with a clean slate, and previous Grief Points will not carry over into the new contract year.

36. Accreditation as Relevant Solution Software Reseller

- 36.1 Tenderers must be accredited by the relevant Original Software Manufacturers (OSM) as a reseller for the licenses of each schedule(s) they are bidding for.
Accredited Resellers accreditation must be valid at the date of tender submission and must be maintained for the duration of the contract. Proof of valid accreditation must be provided annually or when requested to do so.
- 36.2 Failure to maintain valid accreditation within a three-month period may result in the contract being terminated.

37. Data Hosting and Jurisdictional Requirements

- 37.1 For the specialised SAP Cloud Products SAP may host data outside the borders of the Republic of South Africa, provided that such data is hosted in a jurisdiction with data protection and privacy laws that are equivalent to or more stringent than the Protection of Personal Information Act, 2013 (POPIA). Preference shall be given to jurisdictions governed by the General Data Protection Regulation (GDPR) or other comparable legal frameworks. The Service Provider shall declare the location(s) of all data hosting and processing to the City of Cape Town in writing prior to commencement of services, to enable the City to fulfil its obligations to the Information Regulator under POPIA.

C.6 GENERAL TERMS & CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the Contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the Contract or order, the Supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the Supplier, not involving the Supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Terms & Conditions of Contract in this Part C.6.
- 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 Terms & Conditions of Contract in Part C.5.
- 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 Terms & Conditions of Contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such Special Terms & Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, mentioned in GCC clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

6. Patent rights

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

7. Performance Security

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

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

- 15.1 The Supplier warrants that the goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications), or from any act or omission of the Supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The Purchaser shall notify the Supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this contract shall be specified in the SCC.
- 16.2 The Supplier shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the Supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

- 19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the Supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Contract.
- 21.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at his or her discretion extend the Supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the Contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the Supplier's point of supply is not situated at or near the place where the supplies are required, or the Supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the Contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the Contract and to return any goods delivered later at the Supplier's expense and risk, or to cancel the Contract and buy such goods as may be required to complete the Contract and, without prejudice to his other rights, be entitled to claim damages from the Supplier.

22. Penalties

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

23. Termination for default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
 - (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 23.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due to the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay penalties and/or damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

- 32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 32.2 A local Supplier shall be entirely responsible for all taxes, duties, license 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.