



CLUSTER

Office of the City Manager

UNIT

Information Management Unit (IMU)

DEPARTMENT

Networks and Telecommunications and Electronics Department

PROCUREMENT DOCUMENT

GOODS / SERVICES

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's](#)

Tender No: 1i-27145

Title: Maintenance of FOCUS fibre cable in eThekweni underground and sewers service for a period of 36 months

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: There will be no clarification meeting. Bidders will be required to email queries related to the bid. All queries are to be submitted no later than 7 March 2024. Emailed questions and answers will be consolidated and posted on e-Tenders/Municipal website for the benefit of all tenderers by 14 March 2024

Queries can be addressed to:

General / Contractual: Siphesihle Makhanya; Tel: 031 322 7189; eMail: Siphesihle.Makhanya@durban.gov.za

Technical: Yunus Shaik; Tel 031 322 9504 eMail: Yunus.Shaik@durban.gov.za or Xolani Sibiya; Tel: 031 322 9523 eMail: Xolani.Sibiya@durban.gov.za

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box (Please include a soft copy (CD)) **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** and not any other municipal department, no later than:

Closing Date: Friday, 22 March 2024

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

NAME OF TENDERER:	VAT Registered: YES / NO
Tender Price: R	(circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY

TENDER No.: 1i-27145

DESCRIPTION: **Maintenance of FOCUS fibre cable in eThekwini underground and sewers service for a period of 36 months**

CLOSING DATE / TIME: Friday, 22 March 2024 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website (<https://www.etenders.gov.za/>), or
- the eThekwini Municipality's website (<https://www.durban.gov.za/pages/business/procurement>).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website: <https://ethekwivendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

-

-

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- **If YES insert** your PR Number:

PR

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- **If YES, insert** your MAAA Number:

MAAA

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- **If YES insert** Vat Registration Number:

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the **General Conditions of Contract** are applicable to these **Standard Conditions of Tender**. These definitions include:
 - “Closing time”
 - “Contract”
 - “Contract Price”
 - “Corrupt practice”
 - “Countervailing duties”
 - “Country of origin”
 - “Day”
 - “Delivery”
 - “Delivery ex stock”
 - “Delivery into consignees store or to his site”
 - “Dumping”
 - “Force majeure”
 - “Fraudulent practice”
 - “GCC”
 - “Goods”
 - “Imported content”
 - “Local content”
 - “Manufacture”
 - “Order”
 - “Project site”
 - “Purchaser”
 - “Republic”
 - “SCC”
 - “Services”
 - “Supplier”
 - “Tort”
 - “Turnkey”
 - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
 - (a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
 - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
 - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the **Standard Conditions of Tender** (Goods and Services), **Special Conditions of Tender (SCT)**, **General Conditions of Contract (GCC)** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the **Special Conditions of Contract (SCC)**, the **Occupational Health and Safety Act** (Act No. 85 of 1993), and the **eThekweni Code of Conduct**.

Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the **General Conditions of Contract** and **Special Conditions of Contract**. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

- (1) **General**
 - (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
 - (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
 - (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.
- (2) **Obtaining Tender Documentation**
All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.
- (3) **Queries Relating to this Tender**
Queries can be directed to the person / Department as stated in the **SCT**.
- (4) **Briefing Session (Clarification Meeting)**
Details of the briefing session are stated in the **SCT**. Failure to attend a **compulsory** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. *Tenders* will only be evaluated from those tendering entities appearing on the attendance list.

(5) Closing Date and Delivery of Tender Submissions

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) Tender Validity and Withdrawal of Tenders

Tenders must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(5) Municipal Bidding Documents (which includes):

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.
Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:
 - (i) Who is in the service of the state;
 - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
 - (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.
 Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million** (if applicable): For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.
The *Municipality* reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the *Municipality*.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) Official Tender Form (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
 - State the name of the person(s);
 - State recognised trading name; and
 - State whether an owner, co-owner, proprietor, etc.

(b) Signing of Official Tender Form

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) Authority of Signatory

Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) Differences or Discrepancies

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. SAMPLES

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. MANUFACTURERS

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. CLARIFICATION

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. PRICING

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) Nett Prices

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) Unit Prices

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the **Conditions of Contract**.

(3) Firm Tenders

Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) Value Added Tax (V.A.T)

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. ESTIMATED QUANTITIES

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. DELIVERY, RISK, PACKAGES, ETC

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.

(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the **SCT**.

(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.

(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
 - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer*, unless otherwise provided for in the *SCT*.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:
 $T_{EV} = N_{FO} + N_P$ where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **Pmax** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **Pmin** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **Pt** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

The **Specific Goals** for Preference Points are specified in the *SCT*.

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**(1) Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) Communication, Councillors and Officials

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
 - Does not allow any preferred *Tenderer* a second or unfair opportunity;
 - Is not to the detriment of any other *Tenderer*; and
 - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. ACCEPTANCE OF BID

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer* (s) shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
 - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
 - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
 - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

20. APPEALS

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 94 pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
 - (<https://www.etenders.gov.za/>), or
- the eThekweni Municipality's website
 - (<https://www.durban.gov.za/pages/business/procurement>).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender

General and Contractual Queries are to be directed to:

Siphehile Makhanya; Tel: 031 322 7189; eMail: Siphehile.Makhanya@durban.gov.za

Technical Queries are to be directed to:

Yunus Shaik; Tel 031 322 9504 eMail: Yunus.Shaik@durban.gov.za or Xolani Sibiyi; Tel: 031 322 9523 eMail: Xolani.Sibiyi@durban.gov.za

SCT 3(4) TENDER INFORMATION: Briefing Session

There will be no clarification meeting. Bidders will be required to email queries related to the bid. All queries are to be submitted no later than 7 March 2024. Emailed questions and answers will be consolidated and posted on e-Tenders/Municipal website for the benefit of all tenderers by 14 March 2024

SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 22 March 2024 at 11:00am**.

Bidders are to include, with their “hard copy” submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the bidder’s name, eg. “**XX-xxxx – Tenderers Name.PDF**”. The memory-stick must be securely fixed to the paper submission.

SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders

Tenders must hold good for 120 days following the date on which tenders are opened.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

The additional returnable schedules, forms are:

1. Tenders Experience
2. Experience and certification of Key Staff.

SCT 14 EVALUATION PROCESS

14.1 MANDATORY REQUIREMENTS

All Mandatory requirements must be met for the response to be evaluated. Failure to meet any of the mandatory requirements will lead to the tender response being rejected and no further evaluation will take place.

• **Technical Requirements: Mandatory Criteria**

Criteria	Yes/ No?	If Yes, provide proof and reference were it can be found in your response
<p>1. Must have Technicians with FOCUS FIBRE certifications, 3 years’ experience in focus fibre installation.</p> <p>Requirements/documentary evidence:</p> <ul style="list-style-type: none"> • FOCUS FIBRE certification. • CV with 3 years relevant experience and be in the employment of the bidder at the close tender. 		
<p>2. Must have Certified Fibre Optic Technicians, 3 years’ experience In Traditional Fibre installation. Minimum of two Technicians</p> <p>Requirements</p> <ul style="list-style-type: none"> • Two (2) Technicians. • Fibre Optic Technicians installer certification. • Bidder to submit CV of each Technician with 3 years relevant experience 		

<p>3. The Tenderer must have at least three years' experience in Focus Fibre Optic Cable installation, maintenance, and support of a large-scale environment (over 5km) deployed in water & sewer system?</p> <p>Requirements/documentary evidence:</p> <ul style="list-style-type: none"> • Relevant Appointment letters • Relevant reference letters from previous or current clients. 		
<p>4. The Tenderer must have at least three years' experience in Traditional fibre installation, maintenance, and support of a Fibre Optic Network in a large-scale environment. (over 5KM)</p> <p><u>Requirements</u></p> <ul style="list-style-type: none"> • Relevant Appointment letters • Relevant reference letters from previous or current clients 		

Proof of the above information to be attached in Section 10 Returnable documents

NOTES:

- **Failure to comply with any of the above mandatory conditions will result in an immediate disqualification of the bid.**

14.2 Price and Preference

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

14.3 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

Preference Points (20) will be derived from points claimed on Returnable Document **MBD 6.1: “Preference Points Claim Form”** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

Ownership Goal

The tendering entity’s **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer’s claim for **Preference Points**.

Goal Weighting 60%		
Ownership Categories	Criteria	80/20
Race: Black (w1)	0%	0
	>0% and <51%	8
	≥51% and <100%	15
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer’s status) <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. 		
The Category Weightings of the Ownership Categories will be: $w1 = xxx\%$, $w2=xxx\%$, $w3=xxx\%$ (where: $w1 + w2 + w3 = 100\%$)		

RDP Goal: The promotion of South African owned enterprises

The tendering entity’s **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer’s claim for **Preference Points** for this Specific Goal.

Goal Weighting 40%	
Location	80/20
Not in South Africa	0
South Africa	5
KZN	10
ETM	20
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer’s status) <ul style="list-style-type: none"> • CSD report • B-BBEE Certificate of the tendering entity. • Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. 	

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

ACT 1 ELIGIBILITY – CSD REGISTRATION

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

1) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. [1i-27145](#) and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

Tenderers are to include, at the back of their tender submission document, a printout of the following documents:

- If a Company : a "Resolution of the Board" in this regard.
- If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

3) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.
Consolidated Account No.	<input type="text"/>
Electricity	<input type="text"/>
Water	<input type="text"/>
Rates	<input type="text"/>
Other	<input type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

NAME (Block Capitals):

Date

SIGNATURE:

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT
Definitions

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME (Block Capitals):**Date****SIGNATURE:**

5(a) MBD 4: DECLARATION OF INTEREST

NOTES
 MSCM Regulations: "in the service of the state" means to be:
 (a) a member of:
 (i) any municipal council.
 (ii) any provincial legislature.
 (iii) the national Assembly or the national Council of provinces.
 (b) a member of the board of directors of any municipal enterprise.
 (c) an official of any municipality or municipal enterprise.
 (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
 (e) a member of the accounting authority of any national or provincial public enterprise.
 (f) an employee of Parliament or a provincial legislature.
 "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 1 No bid will be accepted from persons **in the service of the state**.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

	Circle Applicable		
3.8 Are you presently in the service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.9 Have you been in the service of the state for the past twelve months? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

5(b) **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**
(ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars.		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars.		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars.		

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and, if required, that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1.0 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

1.5 The Municipality 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 of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

2.1 **“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.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2 DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$		$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4.0 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends 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, the municipality 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 municipality 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.

Tenderers are to indicate their points claim for each of the Specific Goals.

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (80/20 system)	Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	20	n/a		n/a
RDP Goal: The promotion of South African owned enterprises.	20	n/a		n/a
Should the municipality apply a combination of Specific Goals, the points for the individual goals will be weighted according to the Goal Weightings specified in the Tender Data to arrive at the final points for Preferential Points for Specific Goals .				

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) 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 contractor, 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.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b) been convicted for fraud or corruption during the past five years.
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors 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 audi alteram partem 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.

4.1.1 If YES, provide particulars.

.....

Circle Applicable	
YES	NO

4.2 Is the bidder or any of its directors 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)?

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.

4.2.1 If YES, provide particulars.

.....

YES	NO
-----	----

4.3 Was the bidder or any of its directors 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?

4.3.1 If YES, provide particulars.

.....

YES	NO
-----	----

4.4 Does the bidder 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
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder 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
-----	----

4.5.1 If YES, provide particulars.

.....

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

-
-
7. In particular, without limiting the generality of paragraphs 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 bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.
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 bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid 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 bids and contracts, bids 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 No 89 of 1998 and or 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 ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010)", as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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1. Definitions

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 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 where an enterprise abroad is subsidized 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 recognized 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 of 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 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 goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods 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 organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for 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 use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance security**
- 7.1 Within thirty (30) 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 SCC](#).
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 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 thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, [unless otherwise specified](#).
- 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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods 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 goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 of 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 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, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms [specified in the contract](#).
- 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](#).
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, [including additional services](#), if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for 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](#), 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 twelve (12) 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 eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, [unless specified otherwise](#).
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, [within the period specified](#) 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](#), 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](#).
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand [unless otherwise stipulated](#).

17. Prices

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

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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

- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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:
- 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;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgement 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 fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - 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, No. 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 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. Antidumping 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 subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he 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.
- 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 promptly notify the purchaser 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 amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) 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 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 the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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.

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 SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 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.
- 35.2 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 section 59 of the Competition Act No 89 Of 1998.
- 35.3 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 ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 1.2 **CONTRACT**

This is a 36 month's contract.

SCC 7.1 **PERFORMANCE SECURITY**

The liability of the Performance Security shall be Nil.

SCC 12.1 **TRANSPORTATION**

The tendered price shall include transportation costs for the supply and delivery of material to various sites where installation of Focus Fibre Cable Optic and Fibre Optic Cable will be required.

SCC 16.1 **PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

SCC 17 **PRICES**

Prices are fixed for the first 12-month period, and thereafter adjusted annually using the table A (Consumer Price Index: Main indices) of Statistical Release P0141 published by Statistics South Africa.

SCC 21.1 **DELAYS IN THE SUPPLIER'S PERFORMANCE**

The time schedule for the delivery of resolutions for reported incidents and performance of services are.

Priority Level (P)	Response Time
P1	1 hour
P2	1 hour
P3	2 hours
P4	1 working day

SCC 22.1 PENALTIES

“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):

- Penalties will be applicable as per Level of incident on a monthly basis.

Priority Level (P)	Required Response Time	Penalties
P1	1 hour	0.5%
P2	1 hour	0.5%
P3	2 hours	0.4%
P4	1 working day	0.3%

ADDITIONAL CONDITIONS OF CONTRACT**ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC2 QUALITY OF PRODUCTS

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

ACC3 SATISFACTORY PERFORMANCE

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC4 OCCUPATIONAL INJURIES AND DISEASES ACT

This act replaces the Workmen's Compensation Act:

The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act. The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC5 DAMAGE TO PERSONS AND PROPERTY

- (1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- (2) The supplier enters into this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

ACC6 **RATE OF EXCHANGE VARIATION**

Where the goods are imported the Contractor shall within seven days of date of Official Purchase Order, arrange through his bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The Contractor shall notify the Municipality as soon as possible thereafter regarding the rate which has been fixed on such forward exchange. The forward cover shall be from a reputable South African bank. The Contractor is to confirm with the employer prior to placing forward cover if the service provider is acceptable.

Any increase or decrease between the basic rate of exchange as at 12:00 on the date of close of the bid and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the Contractor to arrange forward exchange cover, the Contractor shall be liable should there be an increase in the basic rate of exchange occurring after the last-mentioned date.

The bank charges incurred in obtaining the forward exchange cover must be included in the Tenderer's bid.

ACC7 **ESTIMATED QUANTITIES**

The quantities stated in Section 8 are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

ACC8 **SERVICE PROVIDER OFFICE REQUIREMENTS**

The service provider must have, for the duration of the contract, a local presence (within the geographical eThekweni boundary).

- The Office requirements shall at all time have the following facilities for the duration of the Contract.
- Must have an office within the EThekweni Municipality and must have a Helpdesk and Storage facilities.
- The Helpdesk must operate (24/7/365) for the duration of the contract during office and after hours.
- The Helpdesk must have email address, telephone number and a process flow
- Must have fibre equipment (for laying, testing and fixing of fibre cable).

ACC9 **INSTALLATION OF FIBRE CABLES IN RISKY AREAS**

Installation of fibre cables in risky areas will be at the Service Providers own risk. Service Provider shall make all means possible to ensure that Technicians, motor vehicles and all other material that is on site is adequately secured against all possible dangers.

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

Scope of Supply / Services



TECHNICAL SPECIFICATION

**Maintenance of Focus fibre cable in
eThekwini underground service for a period
of 36 months
Contract 1i-27145**

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1. Background

EThekwini Municipality operates a large-scale fibre optic network that spans the Metro area, providing high speed connectivity to Municipal sites.

In 2010 eThekwini Municipality conducted a pilot to deploy fibre optic cable in the municipal sewer and storm water system.

This pilot was then followed by the main project which was completed in 31 January 2017.

EThekwini Municipality is now looking for a suitable service provider to provide maintenance and support for the fibre optic infrastructure which includes cable deploy in the sewer and storm water system using Focus Technology.

It is envisaged that the contract term will be for a maximum period of 36 months.

2 Current Environment

2.1 2010 Pilot Project

In 2010 eThekwini Municipality entered into an agreement with a service provider to pilot a deployment of fibre optic cable into the Sewer and Storm Water drains using a technology called FOCUS™.

Under the 2010 pilot project, the service provider installed 85.48km of cables for eThekwini Municipality.

The 2010 pilot fibre cables are included in the requirements for this tender.

2.2 Main Project

Following on from the 2010 Pilot Project, eThekwini Municipality entered into an agreement with a service provider for the installation of fibre optic infrastructure to 221 Municipal sites. EThekwini Municipality owns 10 fibre optic cores in the cables deployed between Municipal sites, with the service provider owning the balance.

At present there are 1159.21km of installed cables.

The Main Project fibre cables are also included in the requirements for this tender.

2.3 FS FOCUS System

FOCUS™ uses existing underground municipal services, such as sewer & water systems and is non-disruptive and non-invasive. FOCUS™ is tested and certified with consistently superior network availability compared to traditional trenched fibre solutions. Focus cable is also highly suitable for installations in high rodent infested areas.

A significant amount of infrastructure has been deployed in eThekwini's Sewer and Storm Water systems.

It is therefore a mandatory requirement for respondents to have the required skills to be able to work with this technology.

3 Scope of Requirements

The contract period will be for 36 months.

Tender price will be escalated by CPI for years 2 and 3.

On award of this tender, a service level agreement will be entered with the successful supplier.

The major activities of this RFP include:

3.1.1 Repair of Fibre Optic Cable

3.1.1.1 The contractor will be expected repair damaged optic fibre within the agreed service level agreement.

3.1.1.2 The contractor will be expected to visit the site and ascertain the nature of the problem and notify eThekwini Municipality or their designated agents of the rectification method.

This may include but is not limited to:

- replacement of optic fibre
- repairing of optic fibre
- splicing of broken cable
- replacement of damaged ducting
- repair of ducting
- replacement/refurbishment of manholes.

3.1.1.3 Where fibre cabling needs to be relocated, the Supplier will conduct the planning and relocation and liaise with third parties including but not limited to the eThekwini Roads, Electricity and Water Departments; civil contractors and eThekwini's designated service providers.

3.1.1.3 Where the required relocation includes portions of eThekwini owned ducting and manholes, only those ducts and manhole will be relocated by eThekwini Municipality at the Municipality's cost.

3.1.1.3.1 The Supplier will be required to relocate the cable into the newly supplied ducts

3.1.1.3.2 The Supplier will submit to GIS information showing the amended route to eThekwini within 30 days of the relocation.

3.1.1.4 The Supplier is required to have sufficient standby fibre teams to effect repairs available 24x7x365.

3.1.1.5 The Supplier is required to provide a security team to accompany the fibre repair team into areas deemed by the Supplier to be hostile.

3.1.1.6 The Supplier is required to provide all concomitant equipment required to repair the fibre. This includes but is not limited to splicing equipment, ladders, cherry pickers, lighting and generators and must not be quoted for separately.

Failure to attend to and repair fibre breaks in the times stipulated by the SLA will incur penalties. Refer to Clause SCC 22.1 and GCC Clause 23.

3.1.2 Fault Management

3.1.2.1 EThekwini Municipality or their agents will notify the contractor when a repair is required.

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- 3.1.2.2 The Supplier will dispatch and manage their teams and provide the following updates when the Fibre team has:
- Left the premises to attend to the fault
 - Arrived on site and is diagnosing the fault
 - Found an OTDR break distance and is physically locating the fault
 - Physically located the fault and has an estimated time to repair
 - Completed the repair
- 3.1.2.2.1 The Supplier will provide updates to eThekwini or their agents hourly, or when one of the events mentioned in 3.1.2.2 occurs, whichever is the sooner.
- 3.1.2.3 In the event of a delay, the Supplier will contact eThekwini or their agents immediately with the cause.
- 3.1.2.4 A pause of the SLA may be granted at the discretion of eThekwini or their agents in the following circumstances:
- 3.1.2.4.1 The cable is solely occupied by eThekwini Municipality and there is no access possible to either the A End or B End of the link; where eThekwini Municipality is one of multiple tenants on the cable, it is assumed that testing will be possible from other locations that do not require access eThekwini facilities.
- 3.1.2.4.2 The teams repairing the cable are in physical danger, despite the presence of the supplier's security team. No SLA relief will be granted until a security team has arrived on site, and the Supplier is required to provide suitable proof of the presence of a security team to eThekwini Municipality.

3.2 Performance of the work

- 3.2.1 The Supplier shall ensure that they are certified to work on the FS FOCUS system
- 3.2.2 Where eThekwini Municipality has services on shared cable infrastructure:
- 3.2.2.1 The Supplier shall give the required notice as set out in the SLA terms to eThekwini Municipality prior to interrupting service in order to repair a fault or provision new services.
- 3.2.3 The Supplier shall ensure that cables are hauled within eThekwini Municipality's ducts with care to the existing services. Where existing infrastructure is shown to be damaged as a result of the Supplier's actions, the damage will be repaired by eThekwini's representatives and the cost will be for the Supplier's account.
- 3.2.4 All hardware used in the repair (including patch leads) is assumed to be new unless specified by the Supplier.
- 3.2.5 Patch leads need to be of a suitable length and should be tidied away using Velcro or any existing cable management system that may be available on site.

- 3.2.6 The transporting of all material and plant (i.e. switch pillars, cables, poles, etc.) including on and off loading, handling on site, storage and safekeeping, reloading of unused excess materials, shall be the responsibility of, and carried out by, the Supplier.
- 3.2.7 The bidder shall include in his bid price the transporting to and from site, handling and safekeeping of material and plant.
- 3.2.8 Where the appropriate drawing shows that Communication cables are affected as a result of the construction work, it shall be the responsibility of the Supplier to contact the relevant offices and inform them that the excavation may be inspected to see if their cables have been affected in any way.
- 3.2.9 Wayleaves, servitudes and access facilities required for the erection of a line or installation of a cable will be obtained by the Supplier on behalf of the Council. The Supplier shall be responsible for obtaining camp sites, storage space, etc. to the approval of the Local Authority.
- 3.2.9.1 The wayleaves must be supplied to eThekweni Municipality in electronic format for safe keeping.
- 3.2.10 All precautions shall be taken for the protection of life and property in, or about, or in connection with the work.
- 3.2.11 Particular care shall be taken to avoid damage to crops or private roads, littering the veld with wire/cable off-cuts or other waste material. All such waste materials shall be removed immediately from site, and the Supplier shall be responsible for any death or injury to grazing animals due to the ingestion of wire off-cuts arising from his negligence or negligence on the part of his employees.
- 3.2.12 The Supplier is required to provide GIS Shape Files and "As-built" documentation showing where when a cable has been re-routed.
- 3.2.13 Should there be any changes to the existing cable route, final invoices shall not be paid until "As-built" drawings are submitted for cable that has been re-routed by the Supplier (GIS shape Files). The Supplier must not submit invoices to eThekweni Municipality until the supporting documentation has been supplied.
- 3.2.14 The Supplier shall, before commencing with the excavations, familiarise himself with the route and conditions on site. The Supplier shall be responsible for obtaining information regarding the positions of electric cables, communication cables, water pipes, storm water pipes, and sewers, along the routes to be excavated and he shall be held responsible for damage caused by him to these existing plant and services.
- 3.2.15 The work shall be under the general supervision of a responsible person as required in terms of the provisions of Occupational Health and Safety Act.
- 3.2.16 All trenches and excavations shall be protected with barriers and lamped at night where necessary and conform to the Occupational Health and Safety Act.
- 3.2.17 Power driven mechanical excavators or pole planters may be used for excavation operations provided they are not used in close proximity to other underground services, or any other plant, installation or buildings liable to be damaged by the use of such

- excavators. Their use along sections of the route must in each case be approved by the Senior Manager or his/her representative.
- 3.2.18 For pole/stay holes, each hole shall be excavated to an approved formation in accordance with the appropriate Codes of Practice. Sides shall be timbered where necessary, so as to avoid subsidence or damage to other plants.
- 3.2.19 In excavations where the Supplier wishes to use pneumatic or other drilling machines, such machines shall be of an approved type and the Supplier will be required to take such further precautions to safeguard the health of the employees as the Senior Manager or his/her representative or authorised Government Official may direct.
- 3.2.20 The Supplier shall be responsible for the compliance with any Statutory Regulations relating to the employment of men engaged on rock drilling or other work of a similar nature and also for any fees to be paid in this connection.
- 3.2.21 Trial holes shall be excavated by the Supplier when requested by the Senior Manager: Networks & Telecommunications or his/her representative, or where reasonable doubt exists regarding the proximity of other services.
- 3.2.22 The excavations shall be so executed that all railways, walls, roads, sewers, drains, pipes, cables, structures and like, shall be secured against risk of their subsidence or injury to personnel and shall be carried out to the satisfaction of the Authorities concerned.
- 3.2.23 The material excavated from each trench/hole shall be placed adjacent to the trench/hole but leaving a walkway on both sides, in such a manner as to prevent nuisance or damage to adjacent hedges, trees, ditches, drains, gateways and other property and shall be stacked so as to avoid undue interference with traffic. Where, owing to certain conditions, this is not possible, the excavated materials shall, with the approval of the Senior Manager: Networks & telecommunications or his/her representative, be removed from the site and returned for re-filling the trench/hole on completion of cable laying or pole planting. All surplus material from whatever source shall be disposed of by and at the cost of the Supplier.
- 3.2.24 To facilitate the re-use of excavated material for road foundations and surfacing, the excavated materials shall be separated into hard road material, soil and other material.
- 3.2.25 Unless otherwise agreed, provision shall be made during excavation and until interim restoration has been completed, for reasonable access of persons and vehicles to property or places adjacent to any excavations.
- 3.2.26 Tree roots shall not be cut where this could be detrimental to the tree. Where trenches cross lawn areas, the grass shall be removed in squares, kept well-watered and carefully replaced. The tendered prices shall include the cost of such work.
- 3.2.27 Saw cutting will be measured per metre of cut, ie if both sides of the trench are saw cut for a trench length of 1 metre, the measurement for saw cutting will be $(1 + 1) = 2$ metres.

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- 3.2.28 Where cables are to be laid under or along a railway line, the Supplier shall ensure that this work is carried out in accordance with eThekweni Electricity's Underground Cables Code of Practice.
- 3.2.29 All spoil removed from excavations and not used in the reinstatement shall be neatly spread in the immediate vicinity of the reinstated excavation in a manner that will cause no danger to pedestrians or animals and to the satisfaction of the Senior Manager or his/her representative. Failure to do so will leave the Supplier liable in the event of any injury which may result.
- 3.2.30 All the Works under this Contract shall be executed to the full satisfaction of the Senior Manager or his/her representative and be carried out in strict accordance with the contract documents.
- 3.2.31 No alterations or departure from the terms of this contract shall in any way be made without the written order of the Senior Manager or his/her representative.
- 3.2.32 The decision of the Senior Manager or his/her representative shall be binding on the Supplier, without appeal, on all matters relating to the quality of workmanship.
- 3.2.33 At the conclusion of any routine or special work the Supplier shall perform any tests called for by the Senior Manager: Networks & Telecommunications or his/her representative to verify the work done, but completion of such tests will not absolve the Supplier from responsibility for subsequent defective operation of the equipment and machinery due to poor workmanship or oversight.
- 3.2.34 A guarantee of three (3) years is applicable to all work carried out by the Supplier.
- 3.2.35 No accommodation will be provided by eThekweni IT for the Supplier's employees and all costs for such accommodation must be borne by the Supplier.
- 3.2.36 The Supplier shall be obliged to abide by all security arrangements and site regulations in force, at any Municipal site he is required to work at.
- 3.2.37 The Supplier shall similarly ensure that his staff abides by such regulations and arrangements.
- 3.2.38 Suppliers who have failed to perform satisfactorily over the past three years may be precluded from consideration under this enquiry. Suppliers who have failed to meet project completion dates through their own inabilities, performed work outside the scope of the Department's Codes of Practice notwithstanding obligation to comply therewith, may be disqualified from the adjudication process.
- 3.2.39 Only Suppliers that have at least 3 years' experience of executing work of a similar nature will be considered.

3.3 Contracting Staff

- 3.3.1 The name of the company must be printed on their clothing.
- 3.3.2 Must have an identification card bearing the name of the company and name of employee.

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- 3.3.3 Contractor identification name and logo must appear on the vehicles.
- 3.3.4 The above requirement must be to the satisfaction of Senior Manager: Networks & Telecommunication.
- 3.3.5 At no time shall any of the Supplier's employees attend site or work on any infrastructure whilst intoxicated.
- 3.3.6 It will be a requirement of this specification that all supervisors/cable layer are specifically trained for cable laying and must be currently in the permanent employ of the bidder and available to undertake the requirements of the contract.
- 3.3.7 The Contractor shall cause all the work to be carried out under the general supervision of a Responsible Person appointed by him in writing in accordance with the requirements of the Occupational Health and Safety Act No. 85 of 1993. The contractor is permitted to appoint more than one responsible person, but at least one shall be resident within the area of the eThekweni Municipality.
- 3.3.8 Bidders shall indicate their respective supervisory staff complement and list the background, experience, and qualifications of said members which must be currently in the permanent employ of the bidder. Where, at the discretion of the Head: Information Management Unit, the supervision level falls below that which would be normally expected to ensure standards of workmanship and safety as defined under the technical specification, the contractor shall be instructed to replace the supervisor.
- 3.3.9 A copy of the letter of appointment and the acceptance thereof shall be lodged with the Senior Manager: Networks & Telecommunications.
- 3.3.10 Should the person appointed in terms of Clause 5.3 cease to be in charge before the contract has expired, the contractor shall make a further appointment immediately and shall lodge a copy of such new appointment with the Head: Information Management Unit
- 3.3.11 Work on the site will not be permitted to commence until the documents called for in Clause 5.3 have been received by the Head: Information Management Unit
- 3.3.12 The Contractor shall provide the total infrastructure to competently fulfil the requirements of the contract. This would include adequate management and supervision at all levels.
- 3.3.13 It shall be a requirement of this contract that the Contractor's Cable Installers must be currently in the permanent employ of the bidder and Casual labour are registered South African Citizens.
- 3.3.14 The bidder shall submit details of the qualifications and experience of all Cable Layers which will be utilized on this contract.
- 3.3.15 Should the persons detailed in Clause 6.2 cease to be utilized for this contract before the contract has expired, the Contractor shall immediately make a further submission of details as per Clause 6.2 of the Special Conditions of Contract of the replacement persons to the Senior Manager for approval.

- 3.3.16 eThekwini IT reserves the right to not accept any of the Supplier's personnel who have been allocated to this project, if it is deemed that the person(s) do not have sufficient experience or qualifications. eThekwini IT may give reasons for the non-acceptance of any of the Supplier's personnel but is not obliged to do so.
- 3.3.17 It will be the Contractors responsibility to ensure that existing services provided by eThekwini IT are not compromised.
- 3.3.18 The Head: Information Management Unit, or his/her representative will have the right at any time to summon the Contractor to the site of the Works to attend to defects or breakdowns on work undertaken by him/her, and failure of the Contractor to respond promptly to such calls will be regarded as a breach of the contract. The Contractor shall provide the Head: Information Management Unit with a list of the names, addresses and telephone numbers of his (the Contractor's) employees who are available to be summoned for this purpose, and such list shall be kept up to date.
- 3.3.19 The Contractor agrees that, in and about the execution of the contract, he will not employ any other than regular and duly qualified and competent persons to do such work as is usually done by skilled workmen in contracts of this nature. No work shall be done unless carried out under the direct and personal supervision of the Competent Person referred to above. Any employee of the Contractor on the Works who is incompetent, or who shall act in an improper manner, shall be removed by the Contractor on the order of the Head: Information Management Unit and such person shall not again be employed for the purpose of this contract without permission from the Head: Information Management Unit or his representative.
- 3.3.20 The infrastructure to be installed on this contract is highly complex and of strategic importance to the organisation. Only bidders with proven previous competency and experience on this type of will be considered for appointment. Bidders shall submit documentary proof of such experience.
- 3.3.21 The bidder shall submit details of the qualifications and experience of each category of salaried and hourly paid personnel to be associated with this contract. eThekwini IT will call for the Curriculum Vitae of any other staff the Contractor wishes to employ under the Contract. eThekwini IT may give reasons for the rejection but is not obliged to do so.

3.4 Reporting

- 3.4.1 eThekwini Municipality requires all Suppliers with SLA agreements in place to present on monthly basis a report detailing the performance of the Supplier in regard to the SLA agreement.
- 3.4.2 The Supplier is required to provide the following Report Elements to eThekwini Municipality:
- 3.4.2.1 Executive Summary highlighting the following:
- Total fibre deployed
 - Number of faults for the month
 - Outages out of SLA
 - Issues arising during the month

3.4.2.2 Faults Analysis

- Detailed breakdown of faults for the month
- Running total of faults for the eThekweni Financial Year
- Breaches of SLA including reasons and penalties applying

3.4.2.3 Costs

- Detailed breakdown of costs for the month
- Running total of costs for the eThekweni Financial Year

4 Administrative, Storage facilities and Security

All bidders must have their respective Administrative Headquarters, Branch Offices based in Durban for the duration of this contract, etc., with accompanying staffing levels;

In addition, each successful bidder must have an administrative centre having secretarial/reception facilities which always cater for telephonic and facsimile communication during the working day.

The successful bidder(s) may be called upon to undertake work in areas which are unsafe and subject to sporadic violence. Under such conditions the contractor is expected to undertake the work without procrastination and if security guards are needed, the cost will be for the contractors account. Contractor to provide proof of contractor or agreement with the security company for the duration of the tender to ensure that work is not stalled paused or cancelled due to security risks within eThekweni Municipality Boundaries.

Bidders must ensure that all mandatory documents are submitted along with their bid.

Bidders must refer to Pricing Instructions below when responding to this tender. This will ensure that all relevant information for adjudication is captured.

No separate Preliminary and General Sums (P & G Sums) as well as site establishment charges will be accepted, and therefore the bidder must allow for P & G Sums and site establishment charges in the unit prices.

In addition to the information provided in Schedule A - Bill of Quantities bidders shall submit documentary proof of experience in the form of Curriculum Vitae, and signed references by previous clients of the bidder. These will be used to evaluate the mandatory requirements

5. Bid Information

Preventative maintenance

- Inspection and testing the entire network
- Results will include OTDR test, pictures of damage
- Cleaning of sewers- (capturing before feed and after feed)

- Perform preventative maintenance based on the outcome of the inspection.
- Provide an updated route map
- Submit to eThekwini both camera feeds
- Maintenance will be divided into regions: North, South, CBD, Inner West
- Payments will be done after a region is complete and all the required documents have been submitted.

NB: Preventative maintenance must be performed twice a year.

The quotation for preventative maintenance must be inclusive of material and labour.

Maintenance Schedule must be submitted to eThekwini in advance

Maintenance will be divided into regions: North, South, CBD, and Inner West

Payments will be done after a region is complete and all the required documents have been submitted.

SECTION 8: SCHEDULE OF RATES

8.1	CIVIL WORKS and TRENCHING		Estimated Quantity	Price per item	Price excl vat	Price incl vat
8.1.1	Excavation of trial pit (400mm width x 1000mm length x 1200mm depth)	m	1000			
8.1.2	Excavation and backfilling of trench in normal soil Pickable (300 mm width x 1000 mm depth)	m	1000			
8.1.3	Excavation and backfilling of trench in normal soil -300mm width x 700mm depth	m	1000			
8.1.4	Cut and break trench surface covered by ≤ 100mm of asphalt or concrete for 300mm width trench	m	1000			
8.1.5	Cut and break trench surface covered by > 100mm of asphalt or concrete for 300mm width trench	m	1000			
8.1.6	ISP - Excavation and backfilling of trench in normal soil including cutting/asphalt / concrete >100mm thick (300mm width x 1000mm depth)	m	1000			
8.1.7	Removal of Vegetation/Landscaping	m ²	1000			
8.1.8	Excavation of hard rock in trench	m ³	1000			
8.1.9	Excavation of intermediate rock in trench	m ³	1000			
8.1.10	Build single brick retaining wall	m ²	1000			
8.1.11	Build double brick retaining wall	m ²	1000			
8.1.12	Supply and install interlocking block retaining wall	ea	1000			
8.1.13	Removal of paving /m2 (Brick paving Slabbed paving and Slasto)	m ²	1000			
8.1.14	Supply and place city duct markers including painting with yellow road marking paint	ea	1000			
8.1.15	DCP testing every 10m	ea	1000			
8.2	DUCTS & Pipes		1000			
8.2.1	Supply and install 1 x 110mm HDPE pipe in open trench	m	1000			
8.2.2	Supply and install 2 x 110mm HDPE pipe in open trench	m	1000			
8.2.3	Supply and install 110mm steel pipe in open trench	m	1000			
8.2.4	Supply and install 40mm direct buried duct in open trench (to be used in FOCUS - between modes to prevent cross contamination no cable change)	m	1000			
8.2.5	Supply and install 1-way 14/10 micro Duct in ceiling on wall and cable tray	m	1000			
8.2.6	Supply and install 1-way 14/10 micro Duct in open trench	m	1000			

8.2.7	Supply and install 2-way 12/10 micro-duct in open trench	m	1000			
8.2.8	Supply and install 4-way 12/10 micro-duct in open trench	m	1000			
8.2.9	Supply and install 7-way 12/10 micro-duct in open trench	m	1000			
8.2.10	Supply and install 1-way 14/10 micro-duct in 110mm HDPE or 25mm - 50mm Bosal/PVC duct /Trunking	m	1000			
8.2.11	Supply and install 2-way 12/10 micro-duct in 110mm HDPE duct	m	1000			
8.2.12	Supply and install 4-way 12/10 micro-duct in 110mm HDPE duct	m	1000			
8.2.13	Supply and install 7-way 12/10 micro-duct in 110mm HDPE duct /50mm PVC duct/50mm Bosal Pipe	m	1000			
8.2.14	Supply and install 2-way 12/10 micro-duct in 50mm Galvanised Bosal or PVC Pipe	m	1000			
8.2.15	Supply and install 4-way 12/10 micro-duct in 50mm Galvanised Bosal or PVC Pipe	m	1000			
8.2.16	Install 1/2/4/7-way 12/10 micro-duct in existing duct (110mm duct/Bosal/PVC/Ceiling)	m	1000			
8.2.17	Install 1/2/4/7-way 12/10 micro-duct in open trench	m	1000			
8.2.18	DIT (Duct Integrity Testing) per duct length	ea	1000			
8.3	BEDDING PADDING AND BACKFILLING		1000			
8.3.1	Supply and install bedding and padding	m	1000			
8.3.2	Supply and install of import backfilling material	m ³	1000			
8.3.3	Stabilizing backfilling material with cement (G2 Mix)	m ³	1000			
8.3.4	Concrete encasement of pipes (labour and 20 mpa concrete) 300mm width x 220mm depth	m	1000			
8.3.5	Supply and install cast concrete slab for duct protection 300mm width x 100mm depth	m	1000			
8.3.6	Concrete encasement of pipes (labour and 20 mpa concrete) 100mm width x 100mm depth	m	1000			
8.4	SURFACE RE-INSTATEMENTS		1000			
8.4.1	Re-instatement of asphalt and crusher 300mm width ≤ 100mm thick	m	1000			
8.4.2	Re-instatement of concrete (18Mpa) 300mm width ≤ 100mm thick	m	1000			
8.4.3	Re-instatement of asphalt ≤ 100mm thick	m ²	1000			
8.4.4	Re-instatement of asphalt or concrete (And crusher) (20 Mpa) 300mm width >100mm	m	1000			
8.4.5	Surface re-instatement - tiles paving inter locking brick and Slabbed paving	m ²	1000			
8.4.6	Re-instatement of grass	m ²	1000			
8.4.7	Re-establishment of vegetation landscaping and seedlings	m ²	1000			
8.5	MANHOLES					

8.5.1	Supply and install small concrete precast manhole including rings with knockouts and precast cover (Internal dimensions 1000mm (diameter)x500mm (Depth) with knockouts wall thickness 65mm to 75mm)	ea	1000			
8.5.2	Construct single skin clay brick and mortar manhole including frame and cover (600mm length x 600mm width x 600mm depth - inside dimensions)	ea	1000			
8.5.3	Construct double skin clay brick and mortar manhole including frame and cover (1000mm length x 1000mm width x 1000mm depth - inside dimensions)	ea	1000			
8.5.4	Supply and Install Polymer 500 mm x 500mm Manhole	ea	1000			
8.5.5	Supply and Install Replacement 3rd Party Manhole concrete lid (490-560mm Light duty lid)	ea	1000			
8.5.6	Supply and Install Replacement 3rd Party Manhole coping and concrete lid (860mm \varnothing x 75mm depth with 490 mm hole and 560mm light duty lid)	ea	1000			
8.6	SPECIALISED CROSSINGS		1000			
8.6.1	Directional drilling and installation of 1 x 110mm HDPE duct Class 6 or higher in normal soil	m	1000			
8.6.2	Directional drilling and installation of 2 x 110mm HDPE duct Class 6 or higher in normal soil	m	1000			
8.6.3	Directional drilling and installation of 1 x 110mm HDPE duct Class 6 or higher in intermediate rock	m	1000			
8.6.4	Directional drilling and installation of 2 x 110mm HDPE duct Class 6 or higher in intermediate rock	m	1000			
8.6.5	Supply and install of pipe and accessories for 1-way bridge attachment for bridge crossing	m	1000			
8.7	IN-BUILDING INSTALLATION		1000			
8.7.01	External wall core drilling - diameter 50mm - 150mm (Building outer wall \leq 250mm wide)	ea	1000			
8.7.02	External wall core drilling - diameter > 150mm (Building outer wall \leq 250mm wide)	ea	1000			
8.7.03	External wall core drilling - diameter 50mm - 150mm (Building outer wall > 250mm wide)	ea	1000			
8.7.04	Core drilling (Concrete apron 300mm deep x 75mm diameter)	ea	1000			
8.7.05	Supply and install 50mm galvanised bosal against building (2 storey high)	m	1000			
8.7.06	Supply and Install 50mm galvanised bosal against building (exceeding 2 storeys high)	m	1000			
8.7.07	Supply and install 50mm pvc pipe (2 storey high)	m	1000			
8.7.08	Supply and install 50mm pvc pipe (exceeding 2 storeys high)	m	1000			
8.7.09	Supply and install 75mm x 50mm galvanised trunking against building (2 storey high)	m	1000			

8.7.10	Supply and install 75mm x 50mm galvanised trunking against building (exceeding 2 storeys high)	m	1000			
8.7.11	Abseil to install bosal PVC or trunking against building	day	1000			
8.7.12	Preparation and painting of bosal pipe	m	1000			
8.7.13	Supply and install cable trays (RF HD 225mm)	m	1000			
8.7.14	Supply and install cable trays (Wire Basket 100mm Wide 75mm Depth) including bends and splices	m	1000			
8.7.15	Supply and install welded wired mesh cable tray (WWHD 100mm) including joiner set	m	1000			
8.7.16	Supply and install welded wired mesh cable tray (WWHD 200mm) including joiner set	m	1000			
8.7.17	Install optic cable onto cable trays risers or in ceilings	m	1000			
8.7.18	Install 40mm -7 way 4 way or 2 way duct onto cable tray riser in ceiling or under false floor	m	1000			
8.7.19	ISP - Cut and seal gland plate	ea	1000			
8.7.20	Supply and Install wall mount junction box 120x80x55	ea	1000			
8.7.21	ISP - Supply and install fibre glass draw/junction box	ea	1000			
8.7.22	ISP - Supply and install concrete entry block	ea	1000			
8.7.23	Install 50mm Stainless Steel Pipe	m	1000			
8.7.24	Prepare and install Termination Box 4 way complete / 12 Fibre Wall Mount Distribution Box including accessories	ea	1000			
8	CABLE FLOATING AND HAULING		1000			
8.8.01	Supply and floating of 24 core micro-fibre cable in 1/2/4/7 way micro duct	m	1000			
8.8.02	Supply and floating of 48 core micro-fibre cable in 1/2/4/7 way micro duct	m	1000			
8.8.03	Supply and floating of 72 core micro-fibre cable in 1/2/4/7 way micro duct	m	1000			
8.8.04	Supply and floating of 96 core micro-fibre cable in 1/2/4/7 way micro duct	m	1000			
8.8.05	Supply and floating of 144 core micro-fibre cable in 1/2/4/7 way micro duct	m	1000			
8.8.06	Install Cable MDIC G657 4 core optic fibre cable	m	1000			
8.8.07	Floating of Focus/CST Optic fibre cable in 40mm HDPE duct	m	1000			
8.8.08	Floating of Micro cable in 1/2/4/7 way micro duct	m	1000			
8.8.09	Pulling of slack between manholes (existing cables Measurement of slack in manhole only)	m	1000			
8.8.10	Installation and pulling/Hauling of fibre optical cable in EXISTING ducts	m	1000			
8.8.11	Installation and pulling/Hauling of fibre optical cable in NEW ducts	m	1000			
8.8.12	Recovery of cable from existing ducts and sewer	m	1000			

8.9	FIBRE TERMINATION (JOINTTING/SPLICE OF FIBRE IN MANHOLES OPTIVAL DISTRIBUTION FRAMES AND PATCH PANELS		1000			
8.9.01	Supply and install 1U 24 port ODF (patch panel with 5 duplex LC mid couplers) in cabinet and terminate/splice 24 core G.652D cable in ODF - (12 splices)	ea	1000			
8.9.02	Label ODF and Cables	ea	1000			
8.9.03	Prepare and splice single fibre G.652D in existing patch panel, joint or ODF (per splice)	ea	1000			
8.9.04	Create loop/express joint in manhole on Focus and Micro cable	ea	1000			
8.9.05	Create loop/express joint in manhole on CST cable	ea	1000			
8.10	FIBRE CABLE TEST PER STRAND AND ACCESSORIES		1000			
8.10.01	Pre haul optic fibre cable test (per fibre)	ea	1000			
8.10.02	Post haul optic fibre cable test (per fibre)	ea	1000			
8.10.03	Relay section test bi-directional OTDR including report	ea	1000			
8.10.04	Relay section test- Bi-directional Power and Light source testing and fibre verification including report	ea	1000			
8.10.05	Relay section test - Polarization Model Dispersion Test	ea	1000			
8.10.06	Relay section test - Chromatic Dispersion Test	ea	1000			
8.11	FOCUS INSTALLATIONS		1000			
8.11.01	Sewer Manhole Wall Core drilling -120mm	ea	1000			
8.11.02	Installation and pulling/Hauling of fibre optical cable (FOCUS)	m	1000			
8.11.03	Installation of Cable including Manhole Entry and Exit manifold as per FOCUS Specification	ea	1000			
8.11.04	Installation of Cable including Manhole Entry or Exit manifold as per FOCUS Specification	ea	1000			
8.11.05	Installation of Straight manifold	ea	1000			
8.11.06	Installation of Bend Manifold	ea	1000			
8.11.07	Installation of Straight Clip	ea	1000			
11.08	Repair of Benching or Manhole Floor per manhole	ea	1000			
8.11.09	Installation of Cable including Storm Water Manhole Entry and Exit as per FOCUS Specification	ea	1000			
8.11.10	Installation of Cable including Storm Water Manhole Entry or Exit as per FOCUS Specification	ea	1000			
8.11.11	CCTV Survey and report for Pre-Installation of FOCUS cable	m	1000			
8.11.12	CCTV Survey and report for Post Installation of FOCUS cable	m	1000			
8.11.13	High Pressure Jetting -Sewer	m	1000			

8.11.14	High Pressure Jetting-Stormwater	m	1000			
8.11.15	Over pumping ≤300mm pipe pumping distance not exceeding 150m	hour	1000			
8.11.16	Preventative Maintenance					
8.11.16.1	North	465km	6			
8.11.16.2	South	292km	6			
8.11.16.3	CBD	83km	6			
8.11.16.4	Inner-West	319km	6			
8.11.16	Sewer sand Bagging per manhole	each	1000			
8. 12	Retainer for services dedicated being available 24X7X365(Five teams)	Per month	36			
	Total costs					

SECTION 9 : OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 1i-27145** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship				
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship				

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

* Signature :

* Name (*capitals*):

Date:

Capacity:

* Name of Business:

Tel:

Address:

Fax:

* Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity:

SECTION 10: ANNEXURES**ANNEXURE 3: DEFINITIONS****8.1 CIVIL WORKS AND TRENCHING****1. Excavation of trial pit**

A trial pit is required in order to prove services and is 400mm width x 1000mm length x 1200mm depth, regardless of soil type.

2. Rock Excavation

This may be required in the event of large rocks impeding the trenching, where machinery is required in order to break up the rock.

3. Rubble Removal

Rubble removal is charged per cubic meter and the amount of rubble removed must be agreed in advance with eThekweni.

4. Cleaning of Manholes

To remove any detritus in and directly around a manhole, which is impeding the operation of the manhole, including but not limited to sand, vegetation and rubble.

5. Retaining wall

A **retaining wall** is a structure that holds or retains soil behind it. There are many types of materials that can be used to create **retaining walls** like bricks, concrete **blocks**, poured concrete, treated timbers, rocks or boulders. Some are easy to use, others have a shorter life span, but all can retain soil.

Types of retaining wall:

- Single brick wall
- Double brick wall
- Interlocking brick wall

6. Removal of paving /m2 (Brick paving Slabbed paving and Slasto)

This means that the paving bricks, slabbed paving and or slasto around the area need to be removed.

7. City duct markers



These are signs that assist the public about the work in progress for their safety.

8. DCP testing

Dynamic Cone Penetration (**DCP**) testing is used to measure the strength of in-situ soil and the thickness and location of subsurface soil layers.

- The DCP testing will be required for every 10 metres (10m)

8.2 DUCTS & Pipes

1. HDPE pipes: 1 X 110mm and 2 X 110mm

High-density polyethylene pipe (HDPE) can carry potable water, wastewater, slurries, chemicals, hazardous wastes, and compressed gases.

2. Steel pipes: 110mm

Steel pipes are long, hollow tubes that are used for a variety of purposes. They are produced by two distinct methods which result in either a welded or seamless pipe.

3. Direct buried duct: 40mm



This is a duct that has an ultra-slippy silicone co-extruded bore. This dramatically reduces the friction between the cable and the duct. This means that it lowers the pulling tension, cable damage and allows for longer pulls and quicker installation.

3. Open trench

It is the most common and traditional excavation method of sewer construction, repair or replacement. Open trench excavation consists of excavating down to and exposing the existing pipe so that it can be repaired or replaced, then backfilling the trench.



4. Micro – Ducts



Micro - ducts are typically small-diameter, flexible, or semi-flexible ducts designed to provide clean, continuous, low-friction paths for placing optical cables that have relatively low pulling tension limits.

- 1- way 14/10 micro – duct in ceiling
- 1 – way 14/10 micro – duct on the wall
- 1- way 14/10 micro – duct on cable tray
- 1 – way 14/10 micro – duct on open trench
- 2 – way 12/10 micro – duct in open trench
- 4 – way 12/10 micro – duct in open trench
- 7 – way 12/10 micro – duct in open trench
- 1 - way 14/10 micro-duct in 110mm HDPE or 25mm - 50mm Bosal/PVC duct /Truncking
- 2 - way 12/10 micro-duct in 110mm HDPE duct
- 4 - way 12/10 micro-duct in 110mm HDPE duct
- 7 - way 12/10 micro-duct in 110mm HDPE duct /50mm PVC duct/50mm Bosal Pipe
- 2 - way 12/10 micro-duct in 50mm Galvanised Bosal or PVC Pipe
- 4 - way 12/10 micro-duct in 50mm Galvanised Bosal or PVC Pipe
- 1/2/4/7-way 12/10 micro-duct in existing duct (110mm duct/Bosal/PVC/Ceiling)

5. DIT (Duct Integrity Test)

The purpose of DIT (Duct Integrity Test) is to prove that the installed ducts are ready to use for blowing from one manhole to the other. DIT should be performed before blowing to avoid sudden surprises like missing section of ducts, improper coupling, and kink and blockage in ducts.



8.3 BEDDING PADDING AND BACKFILLING

1. Bedding and padding is to be supplied and placed in the trench as per the Municipal Fibre Optic specifications.

Typically, this is formed from the excavated materials; however, additional padding may sometimes be required following consultation with eThekweni.

2. Import backfill

The backfill will be excavated material; large objects may not be dumped and compacted into the trench.

In the event that the excavated material is not sufficient to complete the backfill, additional imported backfill should be produced, delivered and installed

3. Stabilizing backfilling material with cement (G2 Mix)

It is the use of cement to stabilize the backfilling material.

4. Concrete encasement of pipes

The concrete encasement of a flexible pipe is simply a means to allow the flexible pipe to perform as a rigid pipe product without excessive deflection.

- (labour and 20 mpa concrete) 300mm width x 220mm depth
- (labour and 20 mpa concrete) 100mm width x 100mm depth

5. Cast concrete slab for duct protection

A concrete slab that is constructed to protect the ducts.

- 300mm width x 100mm depth

8.4 SURFACE RE-INSTATEMENTS

1. Reinstatements

Reinstatements may be required in areas not covered by eThekweni Roads Department and Stormwater Maintenance.

This includes the following types of reinstatement to be charged per square meter:

- Grass / Vegetation / Gravel
- Paving / Tiles / Bricks

2. Cut and Temporary Reinstatements

Saw cutting of the existing surfaced layers will be required, prior to any excavations taking place.

Each layer should be thoroughly compacted by making four complete passes over the whole trench area with a Power Vibrating Rammer.

Trenches located in roadways shall be finished off with capping of either cold asphalt (50 mm thick) or 10 MPa strength concrete mix (100 mm thick), placed and compacted to serve as a temporary riding surface.

This includes temporary reinstatements of the following types:

- Roads
- Driveways and Pavements

3. Cut and Permanent Reinstatements

Saw cutting of the existing surfaced layers will be required, prior to any excavations taking place.

Where permanent trench reinstatements are undertaken by contractors, requirements of Part S of the City of Durban Civil Engineering Specifications shall be complied with.

NOTE: Where the excavation is carried out within the eThekweni Municipal area, these additional clauses are applicable:

- a) The Roads and Stormwater Maintenance Department reserves the right to test the trench using a D.C.P (Dynamic Core Penetrometer) to check the compaction of differing depths below ground level.
- b) If the D.C.P indicates that the number of blows required to penetrate 100 mm into the soil at any zone in the trench profile is less than that specified in Clause 1.3(e) of the eThekweni Fibre Optics Standards, the trench will not be reinstated, and the Department will be notified to take the necessary remedial action. Only after the trench has been tested and passed shall the final reinstatement be carried out.

The city's network comprises of the following road categories with the corresponding upper layer constructions:

- a) CATEGORY A: 150mm G2 Crusher run and 240mm mix D Asphalt
- b) CATEGORY B: 150mm G2 Crusher run and 160mm mix D Asphalt
- c) CATEGORY C: 150mm G2 Crusher run and 80mm mix D Asphalt
- d) CATEGORY D: 150mm G2 Crusher run and 50mm mix D Asphalt
- e) CATEGORY E: 100mm G2 Crusher run and 25mm mix A Asphalt (driveway & sidewalks)

The onus is on the excavator department/contractor to ascertain from the Roads Department as to what category a certain road falls under.

- Asphalt will be compacted in layers not exceeding 800mm thick (after compaction)
- G2 Crusher run will be adequately moistened and mixed prior to placing and compacting.
- The DCP test requirements on the G2 crushed stone layer is a minimum of 15 blows per 100mm penetration.
- All loose material will be swept off prior to the placing and compacting of Asphalt.

- All liquid emulsion will be brush applied at 0.3 l/m² to the vertical sides of the existing trench.
- The finish levels will be true to the surrounding existing road/sidewalk levels.

4. Re-instatement of asphalt and crusher

- 300mm width ≤ 100mm thick

5. Re-instatement of asphalt

- ≤ 100mm thick
- (20 Mpa) 300mm width >100mm

6. Re-instatement of concrete

- (18Mpa) 300mm width ≤ 100mm thick

7. Re – instatement of concrete (And crusher)

- (20 Mpa) 300mm width >100mm

8.5 Manholes

It is a small covered opening in a paved area allowing access beneath, especially one leading to a sewer.

1. Pre – cast manhole



The manhole including rings with knockouts and precast cover

- (Internal dimensions 1000mm (diameter)x500mm (Depth)
- knockouts wall thickness 65mm to 75mm)

2. Mortar manhole



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- including frame and cover (600mm length x 600mm width x 600mm depth - inside dimensions)

3. Single skin clay brick manhole



- including frame and cover (600mm length x 600mm width x 600mm depth - inside dimensions)

4. Double skin clay brick manhole



- manhole including frame and cover (1000mm length x 1000mm width x 1000mm depth - inside dimensions)

5. Polymer manhole: 500mm x 500mm



6. 3 – Party Manhole concrete lid



A manhole cover that consist of or made of concrete.

- (490-560mm Light duty lid)
- lid (860mm Ø x 75mm depth with 490 mm hole and 560mm light duty lid)

8.6 Specialised crossing

1. Directional drilling and installation:



Directional drilling is the process of drilling a pilot hole along a planned route between two predetermined points. The pipe or cable is then installed by using the drill string to pull it through the excavated route back to the start point. Reaming is done, if necessary, to

upsized the hole.

2. Bridge crossing - Bosal Piping

Bridge crossings typically do not have sufficient space in the bridge road reserve for ducting, and as a result, a Bosal Pipe of 110mm is required to house the cabling.

The price should include attachment to the bridge and is to be charged by meter.

8.7 In-building installation



1. External wall core drilling

A fast, accurate and clean way to drill holes in concrete. External wall drilling is required to create entries into buildings for ducts.

The following type of entry is required.

- diameter 50mm - 150mm (Building outer wall \leq 250mm wide)
- Diameter > 150mm (Building outer wall \leq 250mm wide)
- 50mm – 150mm diameter (Building outer wall >250mm wide)

2. Core drilling

Concrete apron 300mm deep x 75mm diameter



A core drill is a hollow, cylindrical drill that is used to make holes through a surface. It is made of metal, and the drill tips are usually coated with either diamond or carbide. A core drill is composed of a motor, handle, and drill bits.

4. Galvanised basal



Galvanised steel pipes installed against a building wall used to run the cable through.

- 50mm for a 2-story high building
- 50mm to exceed 2 story high building

5. PVC pipes

The plastic pipes used to run the fibre cable through.

- 50mm for 2 story high building
- 50mm to exceed a 2-story high building

6. Galvanised trunking

- 75mm x 50mm for a 2-story building
- 75mm x 50mm to exceed a 2-story building

7. Abseil:

It is to go down a very steep slope by holding on to a rope that is fastened to the top of

the slope.

8. Cable trays

Cable trays must be Heavy Duty galvanised with a width of 225mm.

Supply and install of Splice Trays (ODF)

Fibre splice trays should meet the following criteria:

- LC mid couplers
- Screws to hold mid-couplers in place top and bottom
- Includes fibre pig tails
- Excludes any required splicing

9. Welded wired mesh cable tray

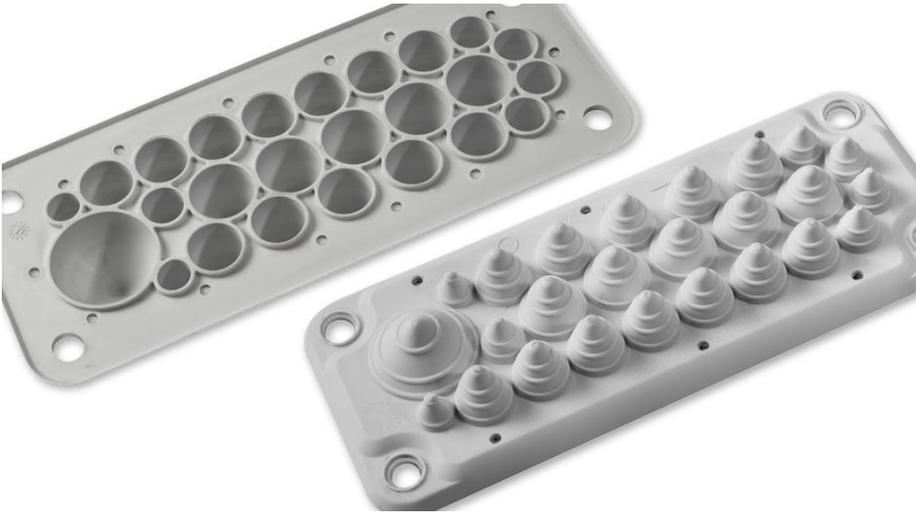


- WWHD 100mm
- WWHD 200mm

10. Cable tray riser: 40mm 7way, 4 way and 2 way



11. ISP – Gland plate



A plate through which cables pass and are typically supported with cable glands

A cable gland is a device designed to attach and secure the end of an electrical or fibre cable to the equipment.

Cable glands may also be used for sealing cables passing through bulkheads or gland plates.

12. Wall mount junction box:

Wall mounted junction box is a secure enclosure that is mounted to the wall.

- 120x 80 x 55 junction box
- Fibre glass draw



13. Concrete entry block

A concrete block is primarily used as a building material in the construction of walls. It is sometimes called a concrete masonry unit (CMU). ... In use, concrete blocks are stacked one at a time and held together with fresh concrete mortar to form the desired length and height of the wall.

14. Termination box

The fibre optic termination box is a terminal connector of a fibre optic cable, one end is optical cable and the other is tail of the fibre optic. This is equivalent to the user cable termination box, it needs to split a fibre optic cable into a single optical fibre device, and then install the device on the wall.

- 4 way complete

15. Fibre distribution box

Fibre Distribution Box (FDB) is available for the distribution and terminal connection for various kinds of optical fibre system. It is light and compact, especially suitable for protective connection of fibre cables and pigtails in FTTH. ... It can be installed on the wall adapt with variety of optical connection styles.

- 12 fibre wall mounted distribution box

8.8 Cable floating and hauling

1. Cable floating

Cable floating is the process of blowing a cable through a duct while simultaneously pushing the cable into the duct. ... To compensate for this, an additional pushing force is applied to the cable by the blowing equipment.

- 24 core micro fibre cable in 1/2/4/7 way micro duct
- 48 core micro fibre cable in 1/2/4/7 way micro duct
- 72 core micro fibre cable in 1/2/4/7 way micro duct
- 96 core micro fibre cable in 1/2/4/7 way micro duct
- 144 core micro fibre cable in 1/2/4/7 way micro duct

2. Cable MDIC G657

The Micro Drop Installation Cable (MDIC-Dca) is a special Access cable with low bend radius, no water peak. This cable solves all in-house installation problems.

- 4 core optic fibre cable

3. Focus cable/ CST optic fibre cable

It is a high-speed data transmission medium. It contains tiny glass or plastic filaments that carry light beams. Digital data is transmitted through the cable via rapid pulses of light.

- Focus cable in 40mm HDPE duct

4. Micro cable

This cable must be floated in a 1/2/4/7 way micro duct

5. Hauling of fibre cable

It is the pulling of the fibre cable through ducts.

Cable hauling is required where traditional CST cable requires hauling through a duct.

This is broken into two categories – existing ducts (which may be partially filled with cables) and newly laid ducts.

Existing Route

- May be partially filled with cables
- May require rodding
- May require clearing of blockages

New Route

- Should be empty or have had minimal cable installations within them
- Should have been laid with the last 6 months
- Blockages are not expected on the route

8.9 Fibre termination (jointing/ splice of fibre in manholes, optical distribution frames and patch panels)

1. Fibre termination

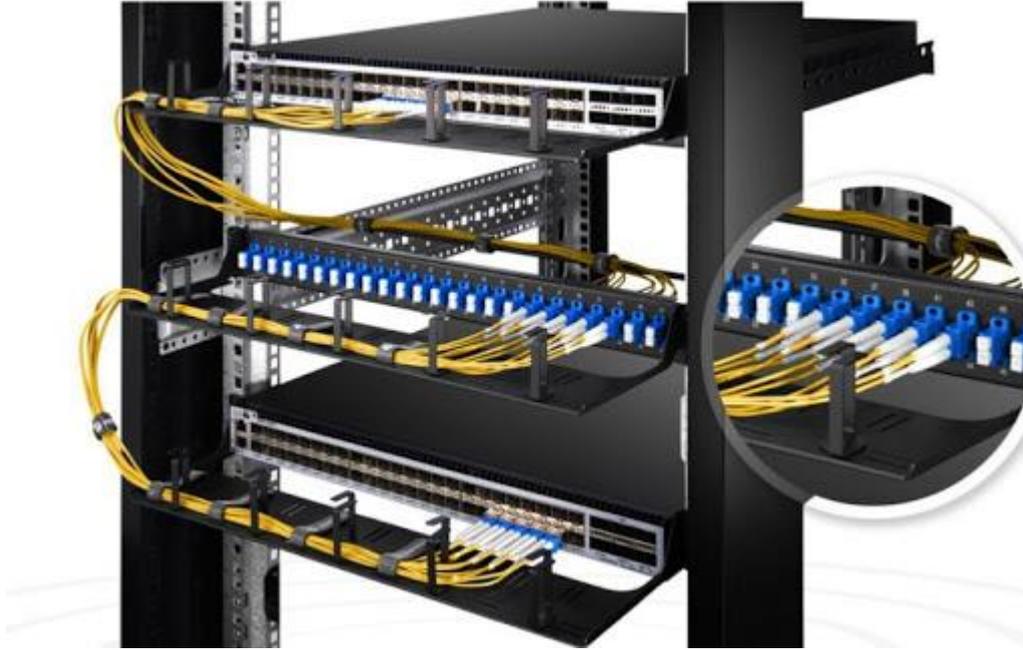
It is the connection of fibre or wire to a device, such as a wall outlet or equipment, which allows for connecting the cable to other cables or devices. The purpose of fibre optic termination is to

enable fibre cross connection and light wave signal distribution.

2. Jointing / Splicing

It is to connect by interweaving the fibre strands at the end.

3. Patch panels



The fibre cable is mounted into hardware assembly that contains ports used to connect and manage incoming and outgoing LAN cables.

- 1U 24 port ODF (patch panel with 5 duplex LC mid couplers)
- 24 core G.652 cable in ODF (12 splices)
- Label ODF and Cables
- Splice single fibre G.652D in existing patch panel, joint or ODF (per splice)

3. Loop / Express joint

This used to test the functionality of the cable.

- In a manhole on focus and micro cable
- In a manhole on CST cable

8.10 Fibre cable test per strand and accessories

1. 1. Pre-Haul Fibre test (OTDR)

Pre-Haul testing may be done to ensure that the cable supplied has no latent faults prior to either Hauling or Floating of the cable.

The price includes the submission of the results in digital format to eThekweni Municipality. This is charged by core of fibre tested.

2. Post-Haul test (OTDR)

Post-Haul testing may be done to ensure that the cable supplied has no latent faults after either Hauling or Floating of the cable.

The price includes the submission of the results in digital format to eThekweni Municipality. This is charged by core of fibre tested.

3. End to end Testing

End-to-End testing involves testing with an OTDR from one side of a link, including the patch leads, with an OTDR tester.

The wavelength tested must be confirmed by the tester in advance, and a suitable launch lead should be used to detect any issues within the first few meters of the tested links.

The price includes the submission of the results in digital format to eThekweni Municipality.

4. Bi – directional Power and Light source testing

This is used for fibre verification.

Usually, *bi-directional testing* is needed when *testing* a permanent link with an OTDR. But for some specific link configurations, it may be needed when using a *light source* and *power* meter.

5. Polarization modal dispersion test

It is a form of modal dispersion where two different polarizations of light in a waveguide, which normally travel at the same speed, travel at different speeds due to random imperfections and asymmetries, causing random spreading of optical pulses.

6. Chromatic dispersion test

It is a test used to describe the spreading of a light pulse as it travels down a fibre when light pulses launched close together (high data rates) spread too much and result in errors and a loss of information.

11 FOCUS INSTALLATION

1. Sewer manhole wall core drilling



A fast, accurate and clean way to drill holes into the sewer manhole wall of concrete.

2. Hauling of fibre optical cable



It is a process of pushing the fibre optics cable (focus cable) into the PVC pipes.

3. Manhole entry and exit manifold



MANHOLE ENTRY AND EXIT MANIFOLD: a hole through which one may go in or out specially to gain access to an underground or enclosed structure.

1. Provide entry into existing manhole

In order to facilitate entry into an existing manhole, a core drill is required to allow for the installation of a 110mm duct. This includes the sealing around the pipe, and a watertight cap is to be provided to seal the duct until used.

2. Labelling of dome joint

Labour and materials to label dome joints to charge in half hour increments. Includes photographs of domes which is to be supplied to eThekwini

3. Labelling of manholes

Locate and paint a manhole with black writing on a yellow background, using road paint and stencils with the text supplied by eThekwini.

4. Labelling of fibre optic cables

Supply, print and install a label on the fibre cable using text supplied by eThekwini.

5. Hire of cherry picker

Cost for hiring a cherry picker in order to work at altitudes above that attainable with a ladder.

6. Traffic accommodation

Labour and accessories to provide traffic accommodation to be charged every hour.

7. Straight manifold

A straight pipe or chamber branching into several openings.

8. Bend manifold

A curved pipe or chamber branching into several openings.



9. Straight Clip



Straight Microduct Connector
Used for interconnect two microducts with the same outer diameter



Reducing Microduct Connector
Used for interconnect two microducts with different outer diameter



Microduct Lock Clips
Used for lock microduct to avoid accidental removal



End-stop Microduct Connector
Used for seal the ends of microduct for prevent water, air, mud, and other contamination entering the microduct.



Water/Gas Block Connector
Used for prevent water flowing between the connected microduct



Water/Gas Block Connector for Microduct End
Used for prevent water flowing to the microducts at the end.

10. CCTV survey and report for PRE and POST-INSTALLATION of focus cable

CCTV SURVEY: A CCTV drainage survey is a process for examining the condition of drainage systems remotely with a camera system that records video footage and captures other useful data



11. High Pressure Jetting – Sewer and Stormwater

It is the use of high-speed streams of high pressure water that cuts through almost all solid materials and clean various surfaces.



12. Over pumping

It is an extraction of storm water and sewer material that results in the depletion of the water and solid material, leaving the drains clean.



13. Sewer and bagging

It is putting of sandbags in a manhole to insulate it.

8.12 RETAINER

Retainer for services to available 24X7X365(Four teams)
This includes Public Holidays, Holidays and Weekends (Two team)