


<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 1 of 175

**TENDER NO: 135G/2023/24**

**TENDER DESCRIPTION: TELECOMMUNICATIONS SUPPLY, INSTALL AND MAINTENANCE OF BROADBAND WIRELESS EQUIPMENT FOR THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: CONTRACT COMMENCEMENT TO 30 JUNE 2028.**

## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE:** 13 February 2024

**CLOSING TIME:** 10:00 a.m.

**TENDER BOX  
NUMBER:** 145

**TENDER FEE:**

**R200** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
<b>NAME of</b> Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

<b>TENDER SERIAL NO.:</b>
<b>SIGNATURES OF CITY OFFICIALS AT TENDER OPENING</b>
1
2
3

## TABLE OF CONTENTS

<b>VOLUME 1: THE TENDER.....</b>	<b>3</b>
<b>(1) GENERAL TENDER INFORMATION.....</b>	<b>3</b>
<b>(2) CONDITIONS OF TENDER .....</b>	<b>4</b>
<b>VOLUME 2: RETURNABLE DOCUMENTS .....</b>	<b>25</b>
<b>(3) DETAILS OF TENDERER.....</b>	<b>25</b>
<b>(4) FORM OF OFFER AND ACCEPTANCE.....</b>	<b>27</b>
<b>(5) PRICE SCHEDULE.....</b>	<b>30</b>
<b>(6) SUPPORTING SCHEDULES .....</b>	<b>52</b>
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	52
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	53
SCHEDULE 3: .....	55
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.....	55
<b>80/20.....</b>	<b>55</b>
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED) .....	58
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION .....	61
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8) .....	62
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	64
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	65
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION .....	66
SCHEDULE 10: PRICE BASIS FOR IMPORTED RESOURCES.....	67
SCHEDULE 11: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER .....	68
SCHEDULE 12: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	69
SCHEDULE 13 A: INFORMATION TO BE PROVIDED WITH THE TENDER .....	70
<b>VOLUME 3: DRAFT CONTRACT .....</b>	<b>92</b>
<b>(7) SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>92</b>
<b>(8) GENERAL CONDITIONS OF CONTRACT .....</b>	<b>105</b>
<b>(9) FORM OF GUARANTEE / PERFORMANCE SECURITY .....</b>	<b>115</b>
<b>(10) FORM OF ADVANCE PAYMENT GUARANTEE.....</b>	<b>118</b>
<b>(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT .....</b>	<b>119</b>
<b>(12) INSURANCE BROKER’S WARRANTY (PRO FORMA).....</b>	<b>120</b>
<b>(13) SPECIFICATION(S) .....</b>	<b>121</b>
<b>(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE).....</b>	<b>174</b>

## VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	12 January 2024
SITE VISIT/CLARIFICATION MEETING	:	Friday 26 January 2024 at 10:00am (Not compulsory, but strongly recommended)
SKYPE LINK TO JOIN THE MEETING	:	<a href="https://meet.capetown.gov.za/fabiaetumeleng.sekese/6CYDBNW2">https://meet.capetown.gov.za/fabiaetumeleng.sekese/6CYDBNW2</a>
TENDER BOX & ADDRESS	:	<p><b>Tender Box as per front cover</b> at the <b>Tender &amp;Quotation Boxes Office</b>, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p> <p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement 'TENDER NO. 135G/2023/24: TELECOMMUNICATIONS SUPPLY, INSTALLATION AND MAINTENANCE OF BROADBAND WIRELESS EQUIPMENT FOR THE CITY OF CAPE TOWN', the tender box No 145. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.</p>
CCT TENDER REPRESENTATIVE		<p>[Name: Tshidiso Marabutse Email: <a href="mailto:Tshidiso.Marabutse@capetown.gov.za">Tshidiso.Marabutse@capetown.gov.za</a></p>

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

## (2) CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

**2.1.1.1** The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

**The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.**

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

**2.1.1.2** The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**2.1.1.3** The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

#### 2.1.2 Interpretation

**2.1.2.1** The additional requirements contained in the returnable documents are part of these Conditions of Tender.

**2.1.2.2** These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

#### 2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

#### 2.1.4 The CCT's right to accept or reject any tender offer

**2.1.4.1** The CCT may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested;  
or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

## 2.1.5 Procurement procedures

### 2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

Tenderers must tender for all categories as demonstrated below and in the **(5) Price Schedule** in order to be responsive.

CATEGORY	DESCRIPTION
Category A	Licensed Band Point to Point Wireless Equipment
Category B	Licensed-Exempt Band Point to Point and Point to Multipoint Wireless Equipment
Category C	Network Management System for Category A+B
Category D	Ancillary Parts and Services

The CCT intends to appoint a tenderer (the highest ranked tenderer ("the winner") and in addition one "alternative tenderer") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the alternative tenderer).

The contract period shall be from the commencement of contract to **30 June 2028**.

### 2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

### 2.1.5.3 Nomination of Standby

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

## 2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

### 2.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

### 2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i. Must be in writing
  - ii. It must set out the reasons for the appeal
  - iii. It must state in which way the Appellant's rights were affected by the decision;

- iv. It must state the remedy sought; and
- v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

### **2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

**2.1.6.4** All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

**The City Manager** - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

**Via post at:** Private Bag X918, Cape Town, 8000

**Via fax at:** 021 400 5963 or 021 400 5830

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

**2.1.6.5** All requests referring to clause 2.1.6.3 must be submitted in writing to:

**The City Manager** - C/o the Manager: Access to Information Unit, Corporate Services Directorate

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

**Via post at:** Private Bag X918, Cape Town, 8000

**Via fax at:** 086 202 9982

**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

### **2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).**

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers due diligence assurance provider and the Appeal Authority

### **2.1.6.7 Compliance to the City's Appeals Policy.**

*"In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious tender related appeals.*

*The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as annexure 'B'. Alternatively, via EFT into the City's **NEDBANK** Account: **CITY OF CAPE TOWN** and using Reference number: **198158966**. You are required to send proof of payment when lodging your appeal.*

*Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.*

*In the event where you do not have a Municipal account with the City, the fee may be recovered in terms of the City's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy."*

### **2.1.7 City of Cape Town Supplier Database Registration**

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website [www.capetown.gov.za](http://www.capetown.gov.za) (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

### **2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **<https://secure.csd.gov.za>**.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

**2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.**

#### 2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

#### 2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

#### 2.2.1.1.3 ICASA Type Approval Certification for the offered OEM Licensed and License-Exempt Radio Equipment.

In order to be declared responsive, tenderers must submit a current and valid ICASA type approval certification for offered OEM wireless equipment for licence and license-exempt band (category A &B).

- a) ICASA equipment type approvals must be specific and indicate the brand name, type of equipment, version type and applicable frequencies.
- b) If the equipment is exempt from an ICASA type approval, then the tenderer must provide an official ICASA letter, on a ICASA letterhead, stating the reason and related ICASA exemption clause.

Tenderers must submit with their tender submission (attached to Schedule 13 A), a copy/ies of the license and additional evidence as described above in order to be responsive.

The CCT reserves the right to verify information/documentation provided.

**2.2.1.1.4 OEM/ACCREDITED DISTRIBUTOR TO SUPPLY AND SUPPORT OF CATEGORY A-C  
(LICENSED AND LICENSE-EXEMPT RADIO EQUIPMENT, NMS)**

Evidence of after sales support of all radio equipment, ancillaries and accessories to be appended to Schedule 13B.

In order to be declared responsive, tenderers must have OEM distributor relationship, directly or indirectly as follows:

- a) Tenderers must be authorised by the OEM to sell the goods, support and manage any warranty processes and escalations, as and when required. Proof of such authorisation (written confirmation/valid agreement letter with a letterhead of the OEM) must be submitted with the tender document.
- b) Alternatively, should the authorisation/accreditation be from a distributor, proof of authorisation (written confirmation/valid agreement letter on a letterhead of the OEM authorising the distributor to resell goods, support and manage and/or to authorise others by the OEM be submitted.

Additionally, Proof of accreditation / authorisation of the Tenderer by the Distributor should be submitted with the tender document.

- c) Tenderers must submit with their tender submission (attached to Schedule 13 B), a copy/ies of the license and additional evidence as described above in order to be responsive.

The CCT reserves the right to verify information/documentation provided.

#### 2.2.1.1.5 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

SCORING TABLE:				
Evaluation Criteria		Applicable values/points		Maximum Points
Criteria 1	<b>Company experience</b>  Please provide the number of years the tenderer has been actively providing relevant services within the scope of this tender i.e. supply, installation and maintenance of broadband wireless equipment.  Tenderers are to provide detailed information in <b>Schedule 13C</b> and provide contactable references.	< 1 year – 0 points		10 Points
		1-2 years – 2 point		
		+2 to 4 years – 4 points		
		+4 to 7 years – 6 points		
		+7 to 10 years – 8 points		
		> 10 years – 10 points		
Criteria 2	<b>Staff: Management</b>  Please state the number of Senior Managers staff with at-least 5 years proven experience in the broadband wireless networks environment including supervising equipment installation, maintenance and support  Relevant technical is contained in clause 13.2-13.12 of the (13) Specifications.  Provide a list of Senior Manager/s in broadband wireless networks with CV's indicating qualifications, years of experience in <b>Schedule 13C</b> .	0 Senior Managers with at least 5 years of experience in Wireless environment and relevant technical training – 0 points		10 Points
		1 Senior Manager with at least 5 years of experience in Wireless environment and relevant technical training – 2 points		
		2 Senior Managers each with at least 5 years of experience in Wireless environment and relevant technical training – 6 points		
		3 or more Senior Managers each with at least 5 years of experience in Wireless environment and relevant technical training – 10 points		
Criteria 3	<b>Staff: Technicians</b>  Please state the number of Technicians staff that have more than 5 years of experience in the broadband wireless equipment installation and maintenance environment  Provide a list of technicians with CV's indicating qualifications or training and years of relevant experience in <b>Schedule 13C</b> .	0 Technicians staff each with experience of 2-5 years in the wireless environment and relevant training – 0 points	4 Points	10 Points
		1 Technicians staff each with experience of than 2-5 years in the wireless environment and relevant training – 2 points		
		2 or more staff each with experience of 2-5 years in the wireless environment and relevant training – 4 points		
		0 Technicians staff each with experience of more than 5 years in the wireless environment and relevant training – 0 points	6 Points	

SCORING TABLE:				
Evaluation Criteria		Applicable values/points		Maximum Points
		1 Technicians staff each with experience of more than 5 years in the wireless environment and relevant training – 3 points		
		2 or more Technicians staff each with experience of more than 5 years in the wireless environment and relevant training – 6 points.		
Criteria 4	<b>Track Record - Licensed Band Point to Point Wireless Equipment</b>  Please indicate the total number of Enterprise clients the tender worked for, in the last five years.  An Enterprise client in this context is defined as a formal business with more than 10 Point to Point radio links.  Provide details and provide contactable references of the tender's track record over the last five years dealing with Enterprise clients in <b>Schedule 13C</b> .	0 Enterprise Clients – 0 points 1 Enterprise Client - 5 points 2 Enterprise Clients – 10 points 3 or more Enterprise Clients – 15 points		15 Points
Criteria 5	<b>Track Record - License-Exempt Band Point to Point</b>  Please indicate the total number of Enterprise clients the tender worked for, in the last five years.  An Enterprise client is defined as a formal business with more than 10 Point to Point radio links.  Provide details and provide contactable references of the tender's track record over the last five years dealing with Enterprise clients in <b>Schedule 13C</b> .	0 Enterprise Clients – 0 points 1 Enterprise Client - 2 points 2 Enterprise Clients – 6 points 3 Enterprise Clients – 12 points 4 – 10 Enterprise Clients – 16 points > 10 Enterprise Clients – 20 points		20 points
Criteria 6	<b>Track Record - License-Exempt Point to Multipoint Wireless Equipment</b>  Please indicate the total number of Enterprise clients the tender worked for, in the last five years.  An Enterprise client is defined as a formal business with more than 10 Point to Multi Point radio links.  Provide details and provide contactable references of the tender's track record over the last five years dealing with Enterprise clients in <b>Schedule 13C</b> .	0 Enterprise Clients – 0 points 1 Enterprise Client - 2 points 2 Enterprise Clients – 6 points 3 Enterprise Clients – 12 points 4 – 10 Enterprise Clients – 16 points > 10 Enterprise Clients – 20 points		20 points

SCORING TABLE:				
Evaluation Criteria		Applicable values/points		Maximum Points
Criteria 7	<b>Track Record: Network Management System (NMS)</b> Experience on full installation of NMS, maintenance and support with new installations and providing NMS training.  Provide details and provide <b>track experience record with Network Management System managing the licensed and license-exempt band radios Schedule 13C.</b>	0 years – 0 points		15 points
		1-3 years – 6 points		
		4-5 years – 10 points		
		>5 years – 15 points		
Total achievable points				100

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** under schedule 13 could result in the tenderer not being able to achieve the specified minimum scoring.

#### 2.2.1.1.7 Provision of samples

Not applicable to this tender.

#### 2.2.2 Cost of tendering

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

#### 2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

#### 2.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### 2.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### 2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for

confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

#### **2.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

#### **2.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

#### **2.2.9 Pricing the tender offer**

**2.2.9.1** Comply with all pricing instructions as stated on the Price Schedule.

#### **2.2.10 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

#### **2.2.11 Alternative tender offers**

**2.2.11.1** Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

**2.2.11.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

#### **2.2.12 Submitting a tender offer**

**2.2.12.1** Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

**2.2.12.2** Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**2.2.12.3** Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

**2.2.12.4** Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

**2.2.12.5** Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

**2.2.12.6** Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

**2.2.12.7** Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**2.2.12.8** Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

**2.2.12.9** By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

**2.2.12.10** Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

**2.2.12.12** The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

#### **2.2.13 Information and data to be completed in all respects**

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

#### **2.2.14 Closing time**

**2.2.14.1** Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

**2.2.14.2** Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

**2.2.14.3** Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

#### **2.2.15 Tender offer validity and withdrawal of tenders**

**2.2.15.1** Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

**2.2.15.2** Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

**2.2.15.3** A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

#### **2.2.16 Clarification of tender offer, or additional information, after submission**

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

#### **2.2.17 Provide other material**

**2.2.17.1** Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

**2.2.17.2** Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer 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;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

**2.2.17.3** Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

#### **2.2.18 Samples, Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

#### **2.2.19 Certificates**

The tenderer must provide the CCT with all certificates as stated below:

##### **2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

##### **2.2.19.2 Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate/Pin.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

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

##### **2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

#### **2.2.21 Claims arising from submission of tender**

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

## **2.3 The CCT's undertakings**

### **2.3.1 Respond to requests from the tenderer**

**2.3.1.1** Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

**2.3.1.2** The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

### **2.3.2 Issue Notices**

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

### **2.3.3 Opening of tender submissions**

**2.3.3.1** Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

**2.3.3.2** Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.

**2.3.3.3** Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

### **2.3.4 Two-envelope system**

**2.3.4.1** Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

**2.3.4.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

### **2.3.5 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **2.3.6 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **2.3.7 Test for responsiveness**

**2.3.7.1** Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

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

**2.3.7.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

### **2.3.8 Arithmetical errors, omissions and discrepancies**

**2.3.8.1** Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
  - ii) the summation of the prices; or
  - iii) calculation of individual rates.

**2.3.8.2** The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

**2.3.8.3** In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

### 2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

### 2.3.10 Evaluation of tender offers

#### 2.3.10.1 General

**2.3.10.1.1** Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

**2.3.10.1.2** For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

**2.3.10.1.3** Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

#### 2.3.10.2 Decimal places

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

#### 2.3.10.3 Scoring of tenders (price and preference)

**2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 5)**:

- based on the sum of the prices/rates in relation to a typical project/job.

**2.3.10.3.2** Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

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

#### 2.3.10.3.4 Applicable formula:

#### The 80/20 preference point system will apply to this tender .

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 80 \times \left( 1 - \frac{(Pt - Pmin)}{Pmin} \right)$$

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

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

Table B1: Awards above R200 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>			
1	<b>Gender are women (ownership)*</b>  >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> <li>• Company Registration Certification</li> <li>• Central Supplier Database report</li> </ul>
2	<b>Race are black persons (ownership)*</b>  >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> <li>• B-BBEE certificate;</li> <li>• Company Registration Certification</li> <li>• Central Supplier Database report</li> </ul>
3	<b>Disability are disabled persons (ownership)*</b>  WHO disability guideline >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points	3	<ul style="list-style-type: none"> <li>• Proof of disability</li> <li>• Company Registration Certification</li> </ul>
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>			
4	<b>Promotion of Micro and Small Enterprises</b> <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996</i>  <i>SME partnership, sub-contracting, joint venture or consortiums</i>	7	<ul style="list-style-type: none"> <li>• B-BBEE status level of contributor;</li> <li>• South African owned enterprises;</li> <li>• Financial Statement to determine annual turnover</li> </ul>
	<b>Total points</b>	<b>20</b>	

#### **2.3.10.5 Risk Analysis**

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

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

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

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

#### **2.3.11 Negotiations with preferred tenderers**

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the City's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

#### **2.3.12 Acceptance of tender offer**

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

**2.3.12.1** Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

**2.3.12.2** Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

**2.3.12.3** Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s)::

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation,

expertise and the personnel, to perform the contract) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

**2.3.12.4** The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

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

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

### **2.3.13 Prepare contract documents**

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

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

**2.3.13.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.


### **2.3.14 Notice to successful and unsuccessful tenderers**

**2.3.14.1** Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

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

### **2.3.15 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM – 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 24 of 175

**TENDER NO: 135G/2023/24**

**TENDER DESCRIPTION: TELECOMMUNICATIONS SUPPLY, INSTALL AND MAINTENANCE OF BROADBAND WIRELESS EQUIPMENT FOR THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: CONTRACT COMMENCEMENT TO 30 JUNE 2028.**

## VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual</b>	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## VOLUME 2: RETURNABLE DOCUMENTS

### (3) DETAILS OF TENDERER

#### 1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other: .....

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

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

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

## (4) FORM OF OFFER AND ACCEPTANCE

### 135G/2023/24: TELECOMMUNICATIONS SUPPLY, INSTALL AND MAINTENANCE OF BROADBAND WIRELESS EQUIPMENT FOR THE CITY OF CAPE TOWN

#### OFFER: (TO BE FILLED IN BY TENDERER):

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

<b>Name of Tendering Entity*</b> ("the tenderer")	
<b>Trading as</b> (if different from above)	

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

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

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

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

\_\_\_\_\_  
Signature(s)

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

\_\_\_\_\_  
Date

INITIALS OF CITY OFFICIALS		
1	2	3

## FORM OF OFFER AND ACCEPTANCE (continued)

### 135G/2023/24: TELECOMMUNICATIONS SUPPLY, INSTALL AND MAINTENANCE OF BROADBAND WIRELESS EQUIPMENT FOR THE CITY OF CAPE TOWN

#### ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

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

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

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

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

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

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

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

## FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

### Schedule of Deviations

#### Notes:

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

1 Subject .....

Details .....

.....

.....

2 Subject .....

Details .....

.....

.....

3 Subject .....

Details .....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

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

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

## (5) PRICE SCHEDULE

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

### Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 In this tender, pricing requirements in **(5) Error! Reference source not found.** are defined by two methods namely:
  - **Mark-up percentage (%)** is the method where an all-inclusive mark-up [percentage (%) is applied to the current price list of the Original Equipment Manufacturer(s) OEM.
    - Mark-up percentage (%) is the mark-up amount as expressed as a percentage (%) of the OEM price by applying the formula:
      - $\text{Mark-up \%} = (\text{Mark-up amount} \div \text{OEM Price}) \times 100.$
  - **Total Price** – This is the price that will be invoiced to the City and is calculated by the formula:
    - $\text{Evaluation Price} = \text{OEM Price} + \text{Mark up}.$

(All prices must be stated in Rand (ZAR) and excluding VAT).
- 5.9 In order to compare the cost of tender submissions effectively for goods, the City will use the **Total Price** for comparative purposes between the different tender submissions. The City will validate by comparing the OEM and/or authorised Accredited Distributor(s) **price list(s)** provided by the tenderer add Mark-up Value and multiply by the estimated quantities (if applicable) to get to the **Total Price**.
- 5.10 The Tenderer **MUST** provide the current OEM/Distributor price lists in schedule 13D in a letterhead from in order to be responsive **FAILURE TO PROVIDE OEM PRICE LISTS WITH THE TENDER SUBMISSION, WILL BE DEEM TENDERER/S NON-RESPONSIVE.**
- 5.11 Additionally for OEM and/or authorised Accredited Distributor(s) price list(s) provided by the tenderer, confirmatory letter from OEM(s) and/or authorised Accredited Distributor(s) confirming that the price list(s) is submitted in respect of the relevant tender is required.

- 5.12 Tenderers must provide an OEM Price List(s) containing all items in the tables in each category (A-D) and link each item of the price list with the items in the tables. Price list(s) **MUST** be submitted with the tender submission in Schedule **13D** specifying the required information. Should the requested item no longer be available, suitable equivalents **must** be priced.

INITIALS OF CITY OFFICIALS		
1	2	3

**CATEGORY A. LICENSED BAND POINT TO POINT WIRELESS EQUIPMENT**

Tenderers must complete all the tables (**Table A.1 to Table A.7**) in this category. Please refer to the relevant section in **(13) Specifications** for detail technical specifications on this schedule. Category A is for the **Supply of Licensed Band Point to Point Wireless Equipment and Antennas**. Please provide product lists and complete technical data sheets in response to the specifications requirements which relates to these tables in this category in the appropriate sub-category of **Schedule 13 - Information to be provided with the tender**.

<b>Table A.1. Supply of Licenced Band Point to Point Wireless Radio Equipment (6 – 38 GHz)</b>			
<b>Item</b>	<b>Description</b>	<b>OEM Offered</b>	<b>Mark-Up</b>
<b>A.1.1.</b>	Licensed Band Point to Point Wireless Radio		%

<b>Table A.2. Supply of Licenced Band Point to Point Wireless equipment (6 – 38 GHz)</b>			
<b>THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.</b>			
<b>Item</b>	<b>Description</b>	<b>OEM/ Distributor Price (Rand)</b>	<b>Total Price (OEM Price + Mark-up Value) (Rand)</b>
<b>6 – 13 GHz Licenced Band Point to Point Wireless Radio equipment</b>			
<b>A.2.1.</b>	Licensed Band Point to Point Wireless radio (1+0 configuration integrated unit)	R	R
<b>A.2.2.</b>	Licensed Band Point to Point Wireless radio (1+1 Hot Standby upgrade)	R	R
<b>23 - 38 GHz Licenced Band Point to Point Wireless Radio equipment</b>			
<b>A.2.3.</b>	Licensed Band Point to Point Wireless radio (1+0 configuration integrated unit)	R	R
<b>A.2.4.</b>	Licensed Band Point to Point Wireless radio (1+1 Hot Standby upgrade)	R	R

<b>Table A.3. Supply of Supply of Licensed Band Point To Point Antennae</b>			
<b>Item</b>	<b>Description</b>	<b>OEM Offered</b>	<b>Mark-Up</b>
<b>A.3.1.</b>	Antennae		%

**Table A.4 Supply of Licensed Band Point to Point Antennae****THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.**

Item	Description	OEM Price (Rand)	Total Price (OEM Price + Mark-up Value) (Rand)
<b>6 - 13 GHz Antennae</b>			
<b>A.4.1</b>	0.6m Antennae	R	R
<b>A.4.2</b>	0.9m Antennae	R	R
<b>A.4.3</b>	1.2m Antennae	R	R
<b>23 - 38 GHz Antennae</b>			
<b>A.4.4</b>	0.3m Antennae	R	R
<b>A.4.5</b>	0.6m Antennae	R	R
<b>A.4.6</b>	0.9m Antennae	R	R
<b>A.4.7</b>	1.2m Antennae	R	R

**Table A.5. Provision of Radio Planning Service for Licensed Band Point to Point Wireless Links**

Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
<b>A.5.1.</b>	Radio planning service	Per link	R	R	R
<b>A.5.2.</b>	Site Installation Planning	Per Site	R	R	R

### Installation of Licensed Band Point to Point Radio Equipment and Ancillaries

The following table pertains to the installation of equipment and includes all transport, travel and other costs. The City will pay no overtime or standby rates for installation. Please refer to clause 13.4 of the (13) Specifications for more details regarding the requirements of Table A.6.  
**Installation includes all labour costs and any minor parts costs.**

Table A.6. Installation of Licensed Band Point to Point Wireless Radio equipment					
Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
A.6.1.	Full Installation of Licensed Band Point to Point Wireless radio + antenna <b>Standard installation</b>	Sum of a single installation per site	R	R	R
A.6.2.	Full Installation of Licensed Band Point to Point Wireless radio + antenna <b>Non-Standard installation</b>	Sum of a single installation per site	R	R	R
A.6.3.	Upgrade/Partial Installation of Licensed Band Point to Point Wireless radio OR antenna only and ancillaries <b>Standard installation</b>	Sum of a single installation per site	R	R	R
A.6.4.	Upgrade/Partial Installation of Licensed Band Point to Point Wireless radio OR antenna only and ancillaries <b>Non-Standard installation</b>	Sum of a single installation per site	R	R	R

### Maintenance of Licensed Band Point to Point Radio Equipment and Ancillaries

The following table pertains to the maintenance and support of equipment and includes all transport, travel and other costs. The City will pay no overtime or standby rates for maintenance and support. Please refer to clause 13.4 of the (13) Specifications for more details regarding the requirements of Table A.6.

**Break-fix maintenance and support includes all labour costs to fix a fault, restore service and any minor parts costs.**

**Routine-audits maintenance and support includes all labour costs for visual inspection of wireless equipment and any minor parts costs and/or network management system parameters optimisation.**

Table A.7 Support and Maintenance Licensed Band Point to Point Wireless Equipment					
Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
A.7.1	Fee for break-fix maintenance and support of Licensed Band Point to Point wireless equipment	Hourly rate	R	R	R
A.7.2	Fee for routine and audits maintenance and support of Licensed Band Point to Point wireless equipment	Hourly Rate	R	R	R

**CATEGORY B. LICENSE-EXEMPT BAND POINT TO POINT AND POINT TO MULTI POINT WIRELESS EQUIPMENT**

Tenderers must complete all the tables (**Table B.1 to Table B.15**) in this category. Please refer to the relevant section in **(13) Specifications** for detail technical specifications on this category. Category B is for the **Supply of License-Exempt Band Point to Point and Point to Multi Point Wireless Equipment**. Please provide product lists and complete technical data sheets in response to the specifications requirements which relates to these tables in this category in the appropriate sub-category of **Schedule 13 - Information to be provided with The Tender**.

<b>Table B.1. Supply of License-Exempt Band Point to Point Wireless Equipment (4 - 6 GHz, E and V Band)</b>			
<b>Item</b>	<b>Description</b>	<b>OEM Offered</b>	<b>Mark-Up</b>
<b>B.1.1.</b>	License-exempt Band Point to Point Wireless equipment		%
<b>B.1.2.</b>	E Band Point to Point Wireless equipment		%
<b>B.1.3.</b>	V Band Point to Point Wireless equipment		%

<b>Table B.2. Supply of License-Exempt Band Point to Point Wireless Equipment</b>			
<b>THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.</b>			
<b>Item</b>	<b>Description</b>	<b>OEM Price per unit (Rand)</b>	<b>(Total OEM Price per unit + Mark-up Value) (Rand)</b>
<b>4 - 6 GHz License-Exempt Point to Point Radio wireless radio equipment</b>			
<b>B.2.1.</b>	License-Exempt Point to Point Wireless radio (dual)	R	R
<b>Light-Licensed E and V Band Point to Point Radio wireless radio equipment</b>			
<b>B.2.2.</b>	E Band Point to Point Wireless radio (single)	R	R
<b>B.2.3</b>	V Band Point to Point Wireless radio (single)	R	R

**Table B.3. Supply of License-Exempt Band Point to Point Antennae**

Item	Description	OEM Offered	Mark-Up
<b>B.3.1.</b>	License-Exempt Point to Point Antennae		%
<b>B.3.2.</b>	4-6 GHz License-Exempt Point to Point Reflector Horns		%
<b>B.3.3.</b>	E Band Point to Point Antennae		%
<b>B.3.4.</b>	V Band Point to Point Antennae		%

**Table B.4. Supply of License-Exempt Point to Point Antennae**

Item	Description	OEM Price (Rand)	Total Price (OEM Price + Mark-up Value) (Rand)
<b>4 - 6 GHz Antennae</b>			
<b>B.4.1.</b>	0.3m Antennae	R	R
<b>B.4.2.</b>	0.3m Reflector Hornfeed	R	R
<b>B.4.3.</b>	0.6m Antennae	R	R
<b>B.4.4.</b>	0.6m Reflector Hornfeed	R	R
<b>B.4.5.</b>	0.9m Antennae	R	R
<b>B.4.6.</b>	0.9m Reflector Hornfeed	R	R
<b>B.4.7.</b>	1.2m Antennae	R	R
<b>B.4.8.</b>	1.2m Reflector Hornfeed	R	R
<b>E Band Antennae</b>			
<b>B.4.9.</b>	0.3m Antennae	R	R
<b>B.4.10.</b>	0.6m Antennae	R	R

**Table B.4. Supply of License-Exempt Point to Point Antennae**

Item	Description	OEM Price (Rand)	Total Price (OEM Price + Mark-up Value) (Rand)
<b>V Band Antennae</b>			
<b>B.4.11.</b>	0.3m Antennae	R	R
<b>B.4.12.</b>	0.6m Antennae	R	R

**Table B.5. Provision of Radio Planning Service for License-Exempt Band Point to Point Wireless Link**

Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
<b>B.5.1.</b>	Radio planning service	Per link	R	R	R
<b>B.5.2.</b>	Site Planning (new installation or relocation to new site)	Per Site	R	R	R

### Installation of License-Exempt Band Point to Point Radio Equipment and Ancillaries

The following table pertains to the installation of equipment and includes all transport, travel and other costs. The City will pay no overtime or standby rates for installation. Please refer to clause 13.4 of the (13) Specifications for more details regarding the requirements of Table B.6

**Installation includes all labour costs and any minor parts costs.**

**Table B.6. Installation of License-Exempt Band Point to Point Wireless equipment**

Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
<b>B.6.1.</b>	Full Installation of License-Exempt Band Point to Point Wireless equipment + antenna <b>Standard installation</b>	Sum of a single installation per site	R	R	R
<b>B.6.2.</b>	Full Installation of License-Exempt Band Point to Point Wireless equipment + antenna <b>Non-Standard installation</b>	Sum of a single installation per site	R	R	R
<b>B.6.3.</b>	Upgrade/Partial Installation of License-Exempt Band Point to Point Wireless radio and ancillaries OR antenna and ancillaries <b>Standard installation</b>	Sum of a single installation per site	R	R	R

<b>B.6.4.</b>	Upgrade/Partial Installation of License-Exempt Band Point to Point Wireless radio and ancillaries OR antenna and ancillaries <b>Non-Standard installation</b>	Sum of a single installation per site	R	R	R
---------------	--	---------------------------------------	---	---	---

### Supply of License-Exempt Band Point to Multi-Point Wireless Equipment

**Table B.7. Supply of License-Exempt Band Point to Multi-Point Wireless Equipment: Base Station Unit (4 - 6 GHz)**

Item	Description	OEM Offered	Mark-Up %
<b>B.7.1.</b>	License-Exempt band Point to Multi Point Wireless radio: Base station unit		%

**Table B.8. Supply of License-Exempt Band Point to Multi-Point Wireless Equipment (4 - 6 GHz)**

THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.

Item	Description	OEM Price (Rand)	Total Price (OEM Price + Mark-up Value) (Rand)
<b>B.8.1.</b>	License-Exempt band Point to Multi Point Wireless radio: Base station unit	R	R

**Table B.9. Supply of License-Exempt Band Point to Multi-Point Wireless Equipment: Subscriber Unit (4 - 6 GHz)**

Item	Description	OEM Offered	Mark-Up %
<b>B.9.1.</b>	License-Exempt Band Point to Multi Point Wireless radio: Subscriber unit		%

**Table B.10. Supply of License-Exempt Band Point to Multi-Point Wireless Radio System: Subscriber Unit**

THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.

Item	Description	OEM Price (Rand)	Total Price (OEM Price + Mark-up Value) (Rand)
<b>B.10.1.</b>	License-Exempt Band Point to Multi Point Wireless radio : Subscriber unit as per specifications	R	R

**Table B.11. Supply of License-Exempt band point to multi-point antennae (4 - 6 GHz)**

Item	Description	OEM Offered	Mark-Up %
<b>B.11.1.</b>	License-Exempt Band Point to Multi Point Sector Antenna		%
<b>B.11.2.</b>	License-Exempt Band Point to Multi Point Subscriber unit Antenna		%

**Table B.12. Supply of License-Exempt Band Point to Multipoint Antennae****THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.**

Item	Description	OEM Price (Rand)	Total Price (OEM Price + Mark-up Value) (Rand)
<b>4 - 6 GHz Antennae</b>			
<b>B.12.1.</b>	60° hor Sector Antennae	R	R
<b>B.12.2.</b>	90° hor Sector Antennae	R	R
<b>B.12.3.</b>	0.3m subscriber Antenna	R	R
<b>B.12.4.</b>	0.6m subscriber Antenna	R	R

**Table B.13. Provision of Radio Planning Service for License-Exempt Band Point to Multi Point Wireless Link**

Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
<b>B.13.1.</b>	Radio planning service	Per link	R	R	R
<b>B.13.2.</b>	Site Planning	Per Site	R	R	R

# Installation of License-Exempt Band Point to Multi Point Radio Equipment and Ancillaries

Please refer to clause 13.4 of the (13) Specifications for more details regarding the requirements of Table B.14

Installation includes all labour costs and any minor parts costs.

Table B.14. Installation of License-Exempt Band Point to Multi Point Wireless equipment					
Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
<b>B.14.1.</b>	Full Installation of License-Exempt Band Point to Multi Point Wireless equipment: Base station unit + Sector antenna <b>Standard installation</b>	Sum of a single installation per site	R	R	R
<b>B.14.2.</b>	Full Installation of License-Exempt Band Point to Multi Point Wireless equipment: Base station unit + Sector antenna <b>Non-Standard installation</b>	Sum of a single installation per site	R	R	R
<b>B.14.3.</b>	Full Installation of License-Exempt Band Point to Multi Point Wireless equipment: Subscriber unit + antenna <b>Standard installation</b>	Sum of a single installation per site	R	R	R
<b>B.14.4.</b>	Full Installation of License-Exempt Band Point to Multi Point Wireless equipment: Subscriber unit + antenna <b>Non-Standard installation</b>	Sum of a single installation per site	R	R	R

### Maintenance of License-Exempt Band Point to Point and Point to Multipoint Radio Equipment and Ancillaries

The following table pertains to the maintenance and support of equipment and includes all transport, travel and other costs. The City will pay no overtime or standby rates for maintenance and support. Please refer to clause 13.4 of the (13) Specifications for more details regarding the requirements of Table A.6.

**Break-fix maintenance and support includes all labour costs to fix a fault, restore service and any minor parts costs.**

**Routine-audits maintenance and support includes all labour costs for visual inspection of all wireless equipment and any minor parts costs and/or network management system parameters optimisation.**

Table B.15. Maintenance and Support of License-Exempt Band Point to Point and Point to Multi-Point Wireless Equipment, both existing network and new network					
Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
<b>B.15.1</b>	Fee for break-fix maintenance and support of License-Exempt Band Point to Point and Point to Multi Point wireless equipment	Hourly Rate	R	R	R
<b>B.15.2</b>	Fee for routine and audits maintenance and support of License-Exempt Band Point to Point and Point to Multi Point wireless equipment	Hourly Rate	R	R	R

**CATEGORY C. NETWORK MANAGEMENT SYSTEM**

Tenderers must complete all the tables (**Table C.1 to Table C.5**) in this category. Please refer to the relevant section in **(13) Specifications** for detail technical specifications on this schedule. Category C is for the **Support and Maintenance of a Network Management System**. Please provide product lists and complete technical data sheets in response to the specifications requirements which relates to these tables in this category in the appropriate sub-category of **Schedule 13 - Information to be provided with the Tender**.

<b>Table C.1. Supply of Network Management System (NMS)</b>			
<b>Item</b>	<b>Description</b>	<b>OEM Offered</b>	<b>Mark-up %</b>
<b>C.1.1.</b>	Network Management System (Licensed Band Radios)		%
<b>C.1.2.</b>	Network Management System (License-Exempt Band Radios)		%
<b>C.1.3.</b>	Server for NMS		%
<b>C.1.4.</b>	Operating System for NMS server		%

<b>Table C.2. Supply of Network Management System</b>			
<b>THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.</b>			
<b>Item</b>	<b>Description</b>	<b>OEM Price (Rand)</b>	<b>Total Price (OEM Price + Mark-up Value) (Rand)</b>
<b>C.2.1.</b>	Network Management System (Licensed Band Radios)	R	R
<b>C.2.2.</b>	Network Management System (License-Exempt Band Radios)	R	R
<b>C.2.3.</b>	Server for NMS	R	R
<b>C.2.4.</b>	Operating System for NMS server	R	R

Table C.3. Licensing Fee of Network Management System			
Item	Description	OEM Offered	Mark-up %
C.3.1.	License Fee for management of network elements (Licensed Band Radios)		%
C.3.2.	License Fee for management of network elements (license-exempt Band Radios)		%

Table C.4. Network Management System Annual License Fee for Network Elements.			
An element is defined as an item managed by the NMS. Pricing must include licensing fee for the Management of network elements, OEM support fee (i.e. provide licenses and software updates, OEM response and TAC support).			
THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.			
Licensed Band Radios			
Item	Description	Volume unit	Total Price (OEM Price + Mark-up ) (Rand)
C.4.1.	NMS managed item(s) including license fee and OEM support fee	0 – 50 elements	R
C.4.2.	NMS managed item(s) including license fee and OEM support fee	51 – 100 elements	R
C.4.3.	NMS managed item(s) including license fee and OEM support fee	101 – 200 elements	R
C.4.4.	NMS managed item(s) including license fee and OEM support fee	> 200 elements	R
License-Exempt Band Radios			
C.4.5.	NMS managed item(s) including license fee and OEM support fee	0 – 50 elements	R
C.4.6.	NMS managed item(s) including license fee and OEM support fee	51 – 100 elements	R
C.4.7.	NMS managed item(s) including license fee and OEM support fee	101 – 200 elements	R
C.4.8.	NMS managed item(s) including license fee and OEM support fee	> 200 elements	R

Table C.5.Support and Maintenance of NMS. . Existing and New NMS					
Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
<b>C.5.1</b>	Fee for maintenance and support of the Network Management System by the vendor, including server and operating system.	Hourly Rate	R	R	R

**CATEGORY D. ANCILLARY PARTS AND SERVICES**

Tenderers must complete all the tables (**Table D.1 to Table D.14**) in this category. Please refer to the relevant section in **(13) Specifications** for detail technical specifications on this schedule. Category D is for the **Supply and Installation of a Ancilliary Parts and Professional Services**. Please provide product lists and complete technical data sheets in response to the specifications requirements which relates to these tables in this category in the appropriate sub-category of **Schedule 13 - Information to be Provided with The Tender**.

**Table D.1. Supply of Antenna mounting hardware: Pole mounting**

Item	Description	Mark-Up %
D.1.1.	Antenna mounting hardware: Pole mounting	%

**Table D.2. Supply of Antenna mounting hardware: Pole mounting**

THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.

Item	Description	Manufacturer/ Supplier Price (Rand)	Total Price (Manufacturer/ Supplier Price + Mark Up) (Rand)
D.2.1.	300mm offset	R	R
D.2.2.	600mm offset	R	R
D.2.3.	900mm offset	R	R
D.2.4.	1200mm offset	R	R

**Table D.3. Supply of Antenna mounting hardware: Mast & Building Mounting**

Item	Description	Mark-Up %
D.3.1.	Antenna mounting hardware: Mast & Building Mounting	%

**Table D.4. Supply of Antenna mounting hardware: Mast & Building Mounting****THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.**

Item	Description	Manufacturer/ Supplier Price (Rand)	Total Price (Manufacturer/ Supplier Price + Mark Up) (Rand)
D.4.1	Complete wall mounted assembly for PTP radios as per specifications	R	R
D.4.2	Complete PTMP mounting assembly as per specifications	R	R

**Table D.5. Supply of Antenna feed cable: Low loss RF type**

Item	Description	Mark-Up %
D.5.1.	Antenna feed cable: Low loss RF type	%
D.5.2	Cable Watertight Connectors	%

**Table D.6. Supply of Antenna feed cable: Low loss RF type****THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.**

Item	Description	Manufacturer/ Supplier Price (Rand)	Total Price (Manufacturer/ Supplier Price + Mark-up Value) (Rand)
D.6.1.	LMR400 (per metre)	R	R
D.6.2.	10mm Foam Helix type (per metre)	R	R
D.6.3.	15mm Foam Helix type (per metre)	R	R
D.6.4.	LMR400 Connectors standard	R	R
D.6.5.	LMR400 Connectors 90 degrees	R	R

**Table D.7. Supply of Ethernet Cable: CAT5E and CAT6 cables with RJ45 connectors**

Item	Description	Mark-Up %
D.7.1.	Supply of Ethernet Cable (CAT5E ,CAT6, CAT6A S/FTP) with RJ45 connectors	%

**Table D.8. Supply of Ethernet Cable: CAT5E ,CAT6, CAT6A cables with RJ45 connectors**

THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.

Item	Description	Supplier Price (Rand)	Total Price (Supplier Price + Mark-up Value) (Rand)
D.8.1.	CAT5E RJ45 (per metre)	R	R
D.8.2.	CAT6 RJ45 (per metre)	R	R
D.8.3.	CAT6A S/FTP LSZH (per metre)	R	R

**Table D.9. Supply of Power Supply Equipment for Point to Point Equipment**

Item	Description	Mark-Up %
D.9.1.	Supply of Power-over- Ethernet for PTP radios (42.5V - 57V)	%
D.9.2.	Ethernet Lightning Protection equipment (24 port unit)	%

**Table D.10. Supply of Power Supply Equipment for Point to Point Equipment****THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.**

Item	Description	Manufacturer/ Supplier Price (Rand)	Total Price (Manufacturer/ Supplier Price + Mark-up Value) (Rand)
D.10.1	Supply of Power-over-Ethernet for PTP radios	R	R
D.10.2	Ethernet Lightning Protection equipment (24 port unit)	R	R

**Table D.11. Supply of Media Converter for PTP radios for the existing Radio Network Equipment**

Item	Description	Mark-Up %
D.11.1	Supply of Ethernet Media Converter for PTP radios	%

**Table D.12. Supply of Media Converter for PTP radios for the existing Radio Network Equipment****THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.**

Item	Description	Manufacturer/ Supplier Price (Rand)	Total Price (Manufacturer/ Supplier Price + Mark-up Value) (Rand)
D.12.1	Supply of Media Converter for PTP radios Ethernet (single mode)	R	R
D.12.	Supply of Media Converter for PTP radios Ethernet (multi-mode)	R	R

**Table D.13. Hire of Rigging Equipment/Cherry Picker**

Item	Description	Mark-Up %
D.13.1	Cherry Picker Hire including licensed driver and all insurances, per hour (All inclusive)	

**Table D.14. Professional Services: OEM Support for The Existing and New Network , External Applications, Skills Transfer and Training and Site Security**

Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
D14.1	Certified Electrician for COC certification	Per Hour (All inclusive)	R	R	R
D14.2	Senior Engineer	Per Hour (All inclusive)	R	R	R
D14.3	Junior Engineer	Per Hour (All inclusive)	R	R	R
D14.4	Senior Technician	Per Hour (All inclusive)	R	R	R
D14.5	Junior Technician	Per Hour (All inclusive)	R	R	R
D14.6	Wireless Engineering Design and Planning [incl. research, testing, report writing, presentation for existing and new wireless network proof of concepts, new equipment setup and integration, new software installations, or equivalent complex technical tasks]	Per Hour (All inclusive)	R	R	R
D14.7	Project Management	Per Hour (All inclusive)	R	R	R
D14.8	Administrative Project support	Per Hour (All inclusive)	R	R	R
D14.9	Environmental Impact Analysis consultancy	Per Hour (All inclusive)	R	R	R
D14.10	ICASA license permit applications	Per link (All inclusive)	R	R	R
D14.11	Permits applications (Mast space applications and others as required by the City)	Per Hour (All inclusive)	R	R	R

**Table D.14. Professional Services: OEM Support for The Existing and New Network , External Applications, Skills Transfer and Training and Site Security**

Item	Description	Unit	Rates (ZAR excl. VAT)		
			Year 1 Rate	Year 2 Rate	Year 3 Rate
<b>D14.12</b>	Stand-by Fee (applicable only if an Emergency Repair service is to be provided as part of a Support & Maintenance Program)	Rate per month (All inclusive) for a single Support & Maintenance technician to be available at all times (24 hours a day, seven days a week, throughout the year)	R	R	R
<b>D14.13</b>	Adhock Stand-by Fee	Rate per hour (All inclusive) for a single Support & Maintenance technician to be available for a defined duration as determined by the City of Cape Town TBS	R	R	R
<b>D14.14</b>	City staff formal training on Radio network planning, support and maintenance of the equipment and NMS. All inclusive.	Per Person (All inclusive)	R	R	R
<b>D14.15</b>	Training and certification for City staff on CCNA, HCNA or equivalent. All inclusive	Per Person (All inclusive)	R	R	R
<b>D14.16</b>	Work at Heights/ Fall Arrest training and Instute of Work at Heights certification. All inclusive.	Per Person (All inclusive)	R	R	R
<b>D14.17</b>	Site security with transport (2 unarmed guards)	Per Hour (All inclusive)	R	R	R
<b>D14.18</b>	Site security with transport ( 2 armed guards)	Per Hour (All inclusive)	R	R	R

INITIALS OF CITY OFFICIALS		
1	2	3

## (6) SUPPORTING SCHEDULES

### Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms \_\_\_\_\_, of the authorised entity \_\_\_\_\_, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
  - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
  - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 

Account Holder: \_\_\_\_\_

Financial Institution: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Account No.: \_\_\_\_\_
  - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
  - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

**Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.**

## Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

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

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

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

- 2.2 If YES, provide particulars:

---



---



---



---

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

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

- 3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

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

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

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

4.1 If YES, furnish particulars below


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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

## Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

### Definitions

The following definitions shall apply to this schedule:

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

### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. Not applicable to this tender.

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<i>Gender are women (ownership)</i>	5	
<i>Race are black persons (ownership)</i>	5	
<i>Disability are disabled persons (ownership)</i>	3	
<i>Promotion of Micro and Small Enterprises</i>	7	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 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;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or 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.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT  
TENDER OPENING

1.	2.	3.
----	----	----

## Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
  - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
    - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
    - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of tenderer or his or her representative:.....
  - 3.2 Identity Number:.....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>).....
  - 3.4 Company or Close Corporation Registration Number:.....
  - 3.5 Tax Reference Number.....
  - 3.6 VAT Registration Number:.....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars .....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars .....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.10.1 If yes, furnish particulars .....
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars.....
  - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars .....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars .....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars .....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars .....

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars .....

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

Full Name	Identity Number	State Employee Number

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

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

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

\_\_\_\_\_  
Date

**<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –**

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

**<sup>2</sup> 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.**

## Schedule 5: Conflict of Interest Declaration

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

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

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


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

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

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

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

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


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

***the City's anti-corruption hotline at 0800 32 31 30 (toll free)***

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

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

\_\_\_\_\_  
Date

## Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

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

2.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

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

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

\_\_\_\_\_  
 Date

## Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: \_\_\_\_\_  
(Name of tenderer)

### RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical <b>Business</b> address(es) of the tenderer	Municipal Account number(s)

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

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

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

\_\_\_\_\_  
Date

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

Not applicable to this tender.

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **135G/2023/24: TELECOMMUNICATIONS SUPPLY, INSTALL AND MAINTENANCE OF BROADBAND WIRELESS EQUIPMENT FOR THE CITY OF CAPE TOWN** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : \_\_\_\_\_ (Name of tenderer)

That:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

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

## **Schedule 10: Price Basis for Imported Resources**

Not applicable to this tender.

### Schedule 11: List of other documents attached by tenderer

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

	<b>Date of Document</b>	<b>Title of Document or Description</b> <b>(refer to clauses / schedules of this tender document where applicable)</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

\_\_\_\_\_  
 Date

<b>Schedule 12: Record of Addenda to Tender Documents</b>
---

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

### Schedule 13 A: Information to be provided with the tender

The following information shall be provided with the Tender:

**EVIDENCE/INFORMATION REQUIRED** as per clause 2.2.1.1.3 of this tender to be appended in this schedule 13 A.

- 1) Tenderer's ICASA Type Approval Certification for the offered Licensed and License-Exempt Radio Equipment.

The CCT reserves the right to verify information/documentation provided

ICASA Type Approval attached?(indicate & append certification)	
Yes	No

## Schedule 13 B: Information to be provided with the tender

The following information MUST be provided with the Tender:

**EVIDENCE/INFORMATION REQUIRED** as per clause 2.2.1.1.4 of this tender to be appended to this Schedule 13B.

### OEM/ACCREDITED DISTRIBUTOR TO SELL THE GOODS

- a) Append proof of authorisation (written confirmation/valid agreement letter on a letterhead of the OEM) to sell the goods, support and manage any warranty processes and escalations.
- c) Append proof of authorisation (written confirmation/valid agreement letter on a letterhead of the OEM authorising the distributor to resell goods, support and manage and/or to authorise others by the OEM

The CCT reserves the right to verify information/documentation provided

Proof of authorisation from the OEM/Distributor appended?	
<b>Yes</b>	<b>No</b>

## Schedule 13C: Information to be provided with the tender

The following information shall be provided with the Tender:

**EVIDENCE FOR FUNCTIONALITY REQUIREMENTS** as per clause 2.2.1.1.5 of this tender to be appended in this schedule 13 C.

Provide any additional information and documentation in this schedule to validate your response in section 2.2.1.1.5 Minimum score for functionality.

The CCT reserves the right to verify information/documentation provided

<b>Functionality: Evaluation Criteria</b>				
<b>Criteria 1- Company experience</b>				
<b>Please provide the number of years the tenderer has been actively providing relevant services within the scope of this tender i.e. supply, installation and maintenance of radio equipment.</b>				
Years providing relevant services within the scope of this tender i.e. supply, installation and maintenance of radio equipment.	Name of Client	Project Description/Scope  (Tenderers to provide sufficient information to enable the City to assess whether the project is relevant to this tender)	Reference letters with contact details to be appended	State project start and end date

## Schedule 13C: Information to be provided with the tender

The following information shall be provided with the Tender:

**EVIDENCE FOR FUNCTIONALITY REQUIREMENTS** as per clause 2.2.1.1.5 of this tender to be appended in this schedule 13C.

Provide any additional information and documentation in this schedule to validate your response in section 2.2.1.1.5 Minimum score for functionality.

The CCT reserves the right to verify information/documentation provided

<b>Functionality: Evaluation Criteria</b>			
<b>Criteria 2- Staff: Management</b>			
<b>Please state the number of Senior Managers with at-least 5 years of experience in the Wireless Networks environment.</b>			
<b>Name</b>	<b>Surname</b>	<b>Years of experience in general management in the wireless equipment installation, maintenance and support arena of qualified Management staff (from SAQA accredited institutions)</b>	
			<b>CV's to be attached indicating experience and qualifications</b>

## Schedule 13C: Information to be provided with the tender

The following information shall be provided with the Tender:

**EVIDENCE FOR FUNCTIONALITY REQUIREMENTS** as per clause 2.2.1.1.5 of this tender to be appended in this schedule C.

Provide any additional information and documentation in this schedule to validate your response in section 2.2.1.1.5 Minimum score for functionality.

The CCT reserves the right to verify information/documentation provided

<b>Functionality: Evaluation Criteria</b> <b>Criteria 3- Staff: Engineering/Technical</b>			
<b>Please state the number of Engineering/Technical staff that have more than 2 years of experience in the wireless environment</b>			
<b>Name</b>	<b>Surname</b>	<b>Years of experience in the wireless environment</b>	<b>CV's to be attached indicating experience and qualifications</b>

### Schedule 13C: Information to be provided with the tender

The following information shall be provided with the Tender:

**EVIDENCE FOR FUNCTIONALITY REQUIREMENTS** as per clause 2.2.1.1.5 of this tender to be appended in this schedule C.

Provide any additional information and documentation in this schedule to validate your response in section 2.2.1.1.5 Minimum score for functionality.

The CCT reserves the right to verify information/documentation provided

[illegible]

### Schedule 13C: Information to be provided with the tender

The following information shall be provided with the Tender:

**EVIDENCE FOR FUNCTIONALITY REQUIREMENTS** as per clause 2.2.1.1.5 of this tender to be appended to this schedule 13 C.

Provide any additional information and documentation in this schedule to validate your response in section 2.2.1.1.5 Minimum score for functionality.

The CCT reserves the right to verify information/documentation provided

[illegible]

## Schedule 13C: Information to be provided with the tender

The following information shall be provided with the Tender:

**EVIDENCE FOR FUNCTIONALITY REQUIREMENTS** as per clause 2.2.1.1.5 of this tender to be appended in this schedule 13 C.

Provide any additional information and documentation in this schedule to validate your response in section 2.2.1.1.5 Minimum score for functionality.

The CCT reserves the right to verify information/documentation provided

<b>Functionality: Evaluation Criteria</b>			
<b>Criteria 6- Track Record – License-Exempt Band Point to Multipoint Wireless Equipment</b>			
<b>Please indicate the total number of Enterprise clients worked for, in the last five years.</b>			
<b>An Enterprise client in this context is defined as a formal business with more than 10 Point to Multi Point radio links.</b>			
<b>Name of Client</b>	<b>Project Description</b>	<b>Number of Point to Multi Point radio links.</b>	<b>Reference Contact Details</b>

## Schedule 13C: Information to be provided with the tender

The following information shall be provided with the Tender:

**EVIDENCE FOR FUNCTIONALITY REQUIREMENTS** as per clause 2.2.1.1.5 of this tender to be appended in this schedule 13 C.

Provide any additional information and documentation in this schedule to validate your response in section 2.2.1.1.5 Minimum score for functionality.

The CCT reserves the right to verify information/documentation provided

### Functionality: Evaluation Criteria

#### Criteria 7- Network Management System

Please state track experience record with a Network Management System managing the licensed and license-exempt band radios

**Schedule 13D: Information to be provided with the tender**

The following information **MUST** be provided with the Tender:

**OEM Price List(s)**, as per clause 5.10 of the Pricing instructions, (5) Price schedule- Tenderers are instructed to provide OEM price list(s), price list(s) to be appended in this **schedule 13 D**.

**FAILURE TO PROVIDE OEM PRICE LISTS WITH THE TENDER SUBMISSION WILL BE DEEM TENDERER/S NON-RESPONSIVE**

- Tenderers **must** provide an OEM Price List(s) and reference the items in the pricing schedule of the tender.
  - Additionally, tenderer shall append **confirmatory letter** from the OEM/authorized accredited Distributor confirming the Price lists is submitted in respect of the relevant tenderer.

The CCT reserves the right to verify information/documentation provided

**Schedule 13E: Information to be provided with the tender**

The following information shall be provided with the Tender:

- a. The various technical details and data required by the Technical Data Sheets and information
- b. The Schedule of Type Tests completed.
- c. Maintenance manual of equipment offered.
- d. Quality assurance plan.

**Schedule 13F: Information to be provided with the tender**

The following information shall be provided with the Tender:

Please refer to Section Error! Reference source not found. as well as section Error! Reference source not found. where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these sections.

**Technical Detail of Licensed Band Point to Point Wireless Equipment**

**Schedule 13G: Information to be provided with the tender**

The following information shall be provided with the Tender:

Please refer to Section Error! Reference source not found. as well as section Error! Reference source not found. where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these sections.

**Technical Detail of License-Exempt Band Point to Point and Point to Multi Point Wireless Equipment**

**Schedule 13H: Information to be provided with the tender**

The following information shall be provided with the Tender:

Please refer to Section Error! Reference source not found. as well as section Error! Reference source not found. for references to this **Schedule 13 H** where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these sections.

**Technical Detail of Network Management System**

**Schedule 13I: Information to be provided with the tender**

The following information shall be provided with the Tender:

Please refer to Section Error! Reference source not found. as well as section Error! Reference source not found. where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these sections.

**Technical Detail of Ancillary Parts**

**Schedule 13J: Information to be provided with the tender**

The following information shall be provided with the Tender:

Please refer to Section Error! Reference source not found. as well as section Error! Reference source not found. for references to this **Schedule 13J** where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these sections.

**Technical Detail of the Radio Planning Software**

**Schedule 13K: Information to be provided with the tender**

The following information shall be provided with the Tender:

Please refer to Section Error! Reference source not found. where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these sections.

**Technical details of Radio Link Planning Software**

**Schedule 13L: Information to be provided with the tender**

The following information shall be provided with the Tender:

Please refer to Section Error! Reference source not found. as well as section Error! Reference source not found. for references to this **Schedule 13 L** where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these sections.

**Details of Tenderer's Equipment Testing Facility and Processes**

**Schedule 13M: Information to be provided with the tender**

The following information shall be provided with the Tender:

Please refer to Section Error! Reference source not found. as well as section Error! Reference source not found. for references to this **Schedule 13M** where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these sections.

**Details of Governance and Escalation Procedures for Support and Incident Management Processes**

**Schedule 13N: Information to be provided with the tender**

The following information shall be provided with the Tender:

Please refer Error! Reference source not found. where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these sections.

**Particulars and Drawings**

**Schedule 13O: Information to be provided with the tender**

The following information shall be provided with the Tender:

Please refer to Section Error! Reference source not found. as well as section Error! Reference source not found. for references to this **Schedule 13O** where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these sections.

**Account Management**

SIGNED ON BEHALF OF TENDERER: .....

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 90 of 175

**TENDER NO: 135G/2023/24****TENDER DESCRIPTION: TELECOMMUNICATIONS SUPPLY, INSTALL AND MAINTENANCE OF BROADBAND WIRELESS EQUIPMENT FOR THE CITY OF CAPE TOWN****CONTRACT PERIOD: CONTRACT COMMENCEMENT TO 30 JUNE 2028.**

## VOLUME 3: DRAFT CONTRACT

TENDERER	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual</b>	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## VOLUME 3: DRAFT CONTRACT

### (7) SPECIAL CONDITIONS OF CONTRACT

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

#### 1. Definitions

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Add the following after Clause 1.25:*

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

#### 3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract**. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
  - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
  - c) Initial delivery programme
  - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

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

*Add the following after clause 5.4:*

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

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

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

## **7. Performance Security**

*Delete clause 7.1 and replace with the following:*

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

## **8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

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

## **10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

## **11. Insurance**

*Add the following after clause 11.1:*

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
  - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
  - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
  - d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

## **15. Warranty**

*Add to Clause 15.2:*

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

## **16. Payment**

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

- 16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and services will be paid on a weekly basis and construction related invoices will be paid daily.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

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

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

*Add the following after clause 16.4*

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

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

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

## **17. Prices**

*Add the following after clause 17.1*

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

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

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable: **NOT APPLICABLE**

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

#### 17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

#### 17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

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

#### 17.5.3 Adjustment for variation in labour and material Costs

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

date from the factory will be used for the purposes of Contract Price Adjustment.

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

## **18. Contract Amendments**

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

### **18. Contract Amendments and Variations**

*Add the following to clause 18.1:*

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

## **20. Subcontracts**

*Add the following after clause 20:*

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

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

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

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

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

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

## **22. Penalties**

*Delete clause 22.1 and replace with the following:*

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

The penalty for this contract shall be determined by the Performance Management System and the following schedule of Penalties:

#	Performance Element	Performance Measure	Performance Metric	Penalty
1	Contact Information	Schedule of Contact Information for key staff maintained at all times	Contact details are accurate, complete and current, as measured by random check	Two (2) Grief Points per occurrence (incident) when changes in the key staff is not communicated timeously. Penalty is due per incident, not per data point
2	Procurement Process	Adherence to the City's order, delivery, and payment processes	As evidenced by date stamp on Purchase Orders, GRN, SES, invoices and any other official document. Maximum 6 weeks lead time for all planned projects material deliveries. Maximum 5 working days for emergency repair material (NB: Tenderer to maintain emergency stock of 2 ODU radios for 1-link at all times)	Fifteen (10) Grief Points per purchase order for late delivery
3	Project Quotations	Provide detailed project specifications and quotation	Delivered by the end of the 4th Business Day after the day that the City's requirements are provided, as evidenced by email date stamp	Five (5) Grief Points for missing deadline and One (1) Grief Points for each full Business Day that a quotation is late
4	Guarantee	Guarantee (repair or replace) on all equipment, parts and labour, on completion of each new installation	Twelve (12) Calendar Months from date of acceptance of each new installation	Five (5) Grief Points for each case of non-performance of the Contractor's obligations in terms of a Guarantee
5	Support & Maintenance Program	Provide <i>ad hoc</i> Support & Maintenance Services	Performed in terms of quotation provided	Five (5) Grief Point for each full Business Day that the required Support and Maintenance Program is late
		Prepare Support and Maintenance Program	Delivered by the end of the seventh (7 <sup>th</sup> ) Business Day after the date of request, as evidenced by email date stamp	Five (5) Grief Points for each instance in which the Contractor has not provided the program
		Adherence to the approved Support and Maintenance Program	Requested activities performed within 24 hours of scheduled date, as evidenced by SES date and time	Five (5) Grief Points for each instance in which the Contractor has not provided the services as ordered
6	Emergency Repairs	Response Time: arrival on site (when needed)	Business Hours: ≤ two (2) hours excluding any hours not in Daylight Hours (subject to access being provided)	Response Time exceeds the maximum allowed: Five (5) Grief Points per occurrence
			Any other time: ≤ four (4) hours excluding any hours not in Daylight Hours (subject to access being provided)	Response Time exceeds the maximum allowed: Five (5) Grief Points per occurrence

#	Performance Element	Performance Measure	Performance Metric	Penalty
		Maximum and Mean Time To Restore		
		Maximum Time To Restore (excludes hours not in Daylight hours for work on site, if remote repair is not possible, subject to access)	Normal Service restored $\leq$ six (6) hours from Call-Out Time (remote repairs) or from arrival on site, which ever comes later	Maximum Time To Restore exceeds the maximum allowed: Five (5) Grief Points per occurrence
		Mean Time To Restore (excludes hours not in Daylight hours for work on site, if remote repair is not possible, subject to access)	Normal Service restored $\leq$ four (4) hours (moving twelve month average)	Mean Time To Restore exceeds the maximum allowed: Five (5) Grief Points per occurrence (i.e. each month that the moving average exceeds the maximum allowed)
7	OEM support for existing and new network	Availability of support	Always available when requested	OEM Support found to be unavailable when required: Ten (10) Grief Points per occurrence
		Issue Resolution Time (3 <sup>rd</sup> Level Support)	$\leq$ 48 hours (excludes time for replacement of components and parts)	Issue Resolution Time (3 <sup>rd</sup> Level Incident Response) exceeds the maximum time allowed: Five (5) Grief Points per occurrence
8	Availability	Average uptime of all wireless links in the Metro Area Network (Branch target only)	$\geq$ 99% all hours (average of all wireless links) <i>Note:</i> Vendor will not be held directly responsible	None. Availability less than the minimum allowed may be indirectly penalised as a result of non-performance of the Contractor in terms of (1) Guarantee (2) Support & Maintenance Program (3) Emergency Repairs (4) OEM support
9	Reporting	Comments on reports produced by the MAN Network Manager and/or the TOC and/or the Radio Networks Division	Within three full Business Days, as evidenced by as evidenced by email date stamp	Three (3) Grief Point for each full Business Day that a response is late
10	Review/Performance Meetings	Attendance by the Client Liaison / Account Manager at scheduled Review Meetings	As evidenced by signed meeting minutes or attendance register	Fifteen (15) Grief Points of each instance of non-attendance

Whenever a Performance Metric is not achieved, the Infringement will cause the stipulated number of Grief Points to be incurred. The City shall be entitled (but not obliged) to apply the penalty for each Infringement by recording the incurrence of Grief Points.

- When incurred, the Grief Points will be totalled up at the end of each Calendar Month, Grief Points accumulated and Performance Penalty imposed as per below table and explained in further below.
- The occurrence of a Non-Compliance Event will result in the City imposing a Performance Penalty, which may be claimed by the City without any further consultation with the supplier
- In the case of unforeseen issues causing late delivery, it is the responsibility of the Supplier to timeously inform the City if the goods ordered will not meet the contract delivery period

Number of Grief Points in a Calendar Month	Non-Compliance Event (yes/no)	Performance Penalty (% value of amount due to supplier for the event)
>= 15, first occurrence	Yes	5%= late delivery of goods per PO  10%= total monthly work performed for the previous month
>= 15, second occurrence in 12-months	Yes	10% = late delivery of goods per PO  15%= total monthly work performed for the previous month

- If the total number of Grief Points incurred in a single Calendar Month is more than fifteen (>15) (the Grief Point Threshold) at any time during the Contract Period, then a Non-Compliance Event has occurred.
- On the first occurrence of a Non-Compliance Event, the City may claim a Performance Penalty of 5% of the purchase order value where delivery of goods exceeds the specified delivery period. In the event of missing a review meeting or not attending to ad-hock support and maintenance requests, penalty of 10% of total monthly work amount performed will be imposed.
- The first occurrence of a Non-Compliance Event initiates a 12-month rolling period. This 12-month rolling period will commence on the 1st day of the Calendar Month in which the first Non-Compliance Event occurred. Thereafter, the 12-month rolling period shall be defined as the current Calendar Month and the previous 11 Calendar Months.
- On the second occurrence of a Non-Compliance Event in a 12-month rolling period, the City may claim a Performance Penalty of 10% (ten percent) of the purchase order value where delivery of goods exceeds the specified delivery period. In the event of missing a review meeting or not attending to ad-hock support and maintenance requests, penalty of 15% of total monthly work performed will be imposed.
- Should the Contractor accumulate 15 (fifteen) or more Grief Points during a Calendar Month for 2(two) times during a 12-month rolling period (i.e. two(2) Non-Compliance Events within twelve months), the City may exercise its discretion to call in an alternative supplier.
- Should the Contractor accumulate for 5 or more Non-Compliance Events during a 12-month rolling period, the City may exercise its discretion to terminate the contract.

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

### 23. Termination for default

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

### 23. Termination

*Add the following to the end of clause 23.1:*

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

*Add the following after clause 23.7:*

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
  - 23.8.5.2 association with known family of notorious individuals;
  - 23.8.5.3 poor performance issues, known to the Employer;
  - 23.8.5.4 negative social media reports; or
  - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes.
  - 23.8.5.6 Circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

## **26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

*Amend clause 27.1 as follows:*

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

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

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral

shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

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

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

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

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

## **28. Limitation of Liability**

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

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

*Add the following after clause 28.1:*

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

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

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

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

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

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

## **31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
  - a) hand delivered – on the working day of delivery

- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

### **32. Taxes and Duties**

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

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

*Add the following after clause 32.3:*

32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

### **ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

### **35. Reporting Obligations.**

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

**(8) GENERAL CONDITIONS OF CONTRACT**

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

**TABLE OF CLAUSES**

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

**1. Definitions**

1. The following terms shall be interpreted as indicated:

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

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

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

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

## **7. Performance Security**

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

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

## 8. Inspections, tests and analyses

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

## 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

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

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

## **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

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

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

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

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

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

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

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

## **29. Governing language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

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

## **32. Taxes and Duties**

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

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

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

## **33. National Industrial Participation (NIP) Programme**

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

## **34 Prohibition of Restrictive practices**

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

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

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part,

and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

Amount in words: .....

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

**PERFORMANCE GUARANTEE**

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

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**ANNEXURE****LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 28 February 2023) approved for issue of contract guarantees to the City:

*1.1 National Banks*

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

*1.2 International Banks (with branches in South Africa)*

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

*1.3 Insurance Companies*

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

**(10) FORM OF ADVANCE PAYMENT GUARANTEE**

Not applicable to this tender.

# (11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

..... ,  
(Supplier/Mandatory/Company/CC Name)

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

I, ..... , representing

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

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

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

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

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

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

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
City of Cape Town

**(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)***Logo**Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

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

Dear Sir

**TENDER NO.:** 135G/2023/24

**TENDER DESCRIPTION:** TELECOMMUNICATIONS SUPPLY, INSTALL AND MAINTENANCE OF BROADBAND  
 WIRELESS EQUIPMENT FOR THE CITY OF CAPE TOWN

NAME OF SUPPLIER: \_\_\_\_\_

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

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

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_ (Supplier's Insurance Broker)

**(13) SPECIFICATION(S)****TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’**

All equivalent products tendered must be able to fully integrate and be fully compatible with the existing environment seamlessly and with no disruption to the working environment with no additional integration costs for the City of Cape Town apart from the integration costs provided for in the price schedule. All ambiguity must be explained as part of the equivalent product information that must be provided with your tender submission in the respective category being responded to under the relevant sub-section in relation to schedule 13. Fully explain equivalent solutions. State all assumptions upfront and note that any unconfirmed assumptions that are deemed by the City as being not fit for purpose or infringing the City of Cape Town's interests may render the equivalent solution as non-responsive. All equivalent products must not present a risk to the warrantee conditions of any existing products.

An integration demonstration might be required for the equivalent offered OEM equipment. Proof of integration costs will be carried by the tenderer. The demonstration, should it be required, will be done at an edge site not interfering with the live network services and the City will provide coordinates, rack space and power. This will be a typical wireless network installation with link budget planning, perform link discovery, measure throughput, measure receive levels, measure link loss and test for voice and video services meeting the specifications.

**13.1. Scope of specification**

The Telecoms Branch of the Information Services and Technology Directorate is in the process of building an optic fibre Metropolitan Area Network (MAN) to enable the City to be self-sufficient in terms of its telecommunications service requirements. There is an existing wireless network that augments the optic fibre services in order to provide cost efficient telecommunication services in areas where the MAN will not extend to, or where MAN services will only reach at a much later stage.

The City's existing network currently has in excess of 150 Point To Point (PTP) license-exempt links installed, mostly using *Cambium* PTP series equipment. The City also operates license-exempt band *Cambium and Proxim Tsunami* Point to Multi Point (PTMP) equipment. The City currently does not use licensed band PTP radios on the Metro Area Network but it does have *Ceragon* PTP microwave radios, together with a *Netmaster* wireless network management system, for the City's stand-alone TETRA network.

The Tenderer is expected to maintain and support the existing network and new builds of the entire radio network. In the event the supplier does not have OEM accreditation relationship for the existing (Cambium) network equipment, the supplier can, with CCT approval, subcontract any portion of the work including 3<sup>rd</sup> tier OEM support and maintenance to an accredited subcontractor.

PTP and PTMP radios operating in the license-exempt spectrum are used to provide both backhaul links within the core of the MAN, and access (subscriber) links to edge sites. As noted above, recently installed

radios are provided by *Cambium*, but some older equipment is still in use, provided by *Alvarion*, *Tsumani* and *Bridgewave*. The tenderer is expected to provide support and maintenance on the existing network indicated above. The tenderer is expected to perform new wireless link installations approved by the City Telecomms Branch for either new site build or for replacing faulty equipment.

Many of these links historically made up the stand-alone “Cape Wireless Network” (CWN), but have now largely been incorporated into the Metro Area Network through the addition of MPLS routers at each core or provider edge site. The MPLS equipment is predominantly manufactured by *Alcatel/Nokia* supplied by *Bytes Technology Group*, with some legacy *Cisco* equipment.

All switches and routers within the MAN are monitored by the Telecoms Operations Centre. The Branch has CnMaestro for the latest *Cambium* equipment.

The Tenderer should note that the wireless links in this tender are part of the City’s Metro Area Network; either as core connectivity or as access connectivity. The tenderer will have to work with multiple sections within the Telecommunications branch of IS&T and with other city departments (notably the Electricity Department) to ensure successful implementation of wireless links.

Also, the Telecoms branch has appointed a System Integrator and Network Manager as part of a separate tender. The successful bidder will have to work with this Network manager to ensure that the wireless links are part of a holistic network strategy.

These radio links provide connectivity to various buildings and facilities across the Cape Town metropolitan area including libraries, clinics, fire services, disaster risk management, community centres, administrative offices, depots and public facilities. The radio links provide converged telecommunication services using MPLS (Multi-Protocol Label Switching) and integrates seamlessly into the MAN in order to transport converged data, voice and video communications services.

Electrical work for the supply of power is NOT the responsibility of the bidder. All radios should be powered by Power over Ethernet cables. The bidder is responsible for earthing of all equipment and for grounding of equipment mounted on towers and masts.

The network availability of all radio equipment are being monitored from the Telecoms Operations Centre (TOC) using Computer Associates’ *Spectrum* and *eHealth* software. CnMaestro support and maintenance must be provided as per the requirements laid out in this schedule.

While most of the high sites used are owned by the City, these sites may be shared by multiple City departments with consequent additional management to ensure the stability of all radio services on such shared sites.

The ongoing expansion of the MAN may impact this tender in that the backhaul of bandwidth is generally provided by the MAN, while in a few limited cases wireless backhaul has to be provided where optic fibre services will not be provided.

While the legacy radio network did not utilise MPLS and was a routed network, this environment is in the process of being migrated to a MPLS environment to align with the converged network strategy. **It is therefore essential that the tenderer provide equipment that is fully MPLS compatible and that can integrate into the existing MPLS architecture.**

The successful tenderer must demonstrate that they have the capability and capacity to execute many parallel radio projects, consisting of establishing new links, upgrading new links while migrating existing license-exempt radio services to licensed band where necessary, installing additional links to high profile internal clients or migrating the legacy routed radio links to an MPLS environment, providing services to Clinics, Safety and Security, Water Services, Libraries, Depots, and several Administration offices.

The tender comprises: -

- Licensed band carrier class radio equipment for point to point links.
- Carrier class radio equipment operating in the license-exempt bands for both point to point and point to multi-point links.
- Supplementary equipment such as antennas and antenna mounting hardware
- Radio planning services,
- Installation and commissioning of wireless links
- Support for the existing and new offered wireless equipment, support for operating software for the existing and new wireless network, and support of the existing and new offered NMS.

### 13.2. General

- a. The City has been awarded an ECNS Telecommunications licence by ICASA. It shall be the responsibility of the successful tenderer to identify suitable inter modulation free frequencies, apply to ICASA for the required frequencies for the infrastructure and Microwave frequencies on behalf of the City and ensure that the solutions offered meets all ICASA regulatory requirements.
- b. It shall be the tenderers responsibility to ensure that the solutions offered shall provide a total seamless solution with total functionality throughout the systems offered as specified.
- c. The sites for installation have existing but unique floor spacing, power availability, air conditioning, and mast capacities. Some sites are remote and difficult to access. The onus shall be on the tenderers to ensure that their solutions offered will be compatible with existing infrastructures or must allow for additional infrastructure development/installation in their tender to provide a total solution for supply, delivery, installation and commissioning.
- d. Tenderers shall submit with their tenders supporting technical brochures of all the equipment offered. Tenders may be regarded as non-responsive if this information is not provided.
- e. The City currently uses split outdoor (ODU) and indoor (IDU) radio systems for modularity and ease of maintenance on its licensed band radios on the TETRA network, but integrated outdoor units on its license-exempt band radios.
- f. The tenderer shall adhere to all relevant Electronic Communications Act. of South Africa regulations.
- g. Alternative products tendered must be able to integrate into the existing environment seamlessly and with no disruption to the working environment with no additional integration costs for the City of Cape Town apart from the integration costs provided for in the price schedule. All ambiguity must be explained as part of the equivalent product information that must be provided with your tender submission. Fully explain equivalent solutions. State all assumptions upfront and note that

any unconfirmed assumptions that are deemed by the City as being not fit for purpose or infringing the City of Cape Town's interests may render the equivalent solution as non-responsive.

### **Accessories**

- a. Tenderers shall also submit details, including prices, of any other accessories that are available as optional items, which may be included in the contract at the discretion of the Engineer.

### **Particulars and Drawings**

- a. Tenderers shall submit with their tenders' full technical particulars and drawings in respect of all equipment offered. Such documentation must be listed in **Schedule 13 O**.

### **Documentation**

- a. The successful Tenderer shall review full layout plan, schematic and AsBuilt documents of the existing network at the beginning to gain insight and offer any optimisation suggestions where necessary. For every new installation or upgrade an AsBuilt documentation will be submitted by the tenderer to enable the City to maintain and operate the system.
- b. One complete user manual for all the required software's shall be provided.
- c. The cost for documentation for equipment and systems shall be included in the tender pricing for that equipment or system.
- d. The cost for documentation for site acceptance tests shall be included in the tender pricing for services.

### **Software and Tools**

- a. All software licence fees shall be included in the tender price or listed separately. No software fees are acceptable for any sub systems or applications.
- b. The tenderer should have at all times special tools needed for effecting routine adjustments, tuning and general maintenance of the equipment offered including connecting cords with associated plugs and sockets shall . At least two (2) sets shall be kept for emergency repairs, in case 1 goes faulty.
- c. At least two (2) sets of programming and diagnostic software shall be provided together with all the necessary interface hardware for each type of equipment required to be programmed.

### **Spares**

- a. The vendor shall provide the City with a list an of critical spares that need to be held by the City to enable the City to meet its uptime requirements.

### **Warranty**

- a. A compulsory one (1) year system warranty is required although bidders may offer longer warranties.

## **13.3. Radio Planning Service**

The City has a requirement for a radio planning service, in cases where new installations and links are required. The planning shall be undertaken by qualified engineers and technicians with proven qualifications and a successful track record of having undertaken such work. It can be assumed that the following planning process would be followed:

- a. The sites(s) are identified and The City provides high level specifications and requirements
- b. The link performance is calculated using a digital database and approved microwave planning tool, resulting in a path profile, link budget and link performance estimate.

- c. The sites are visited, surveyed for all installation details and the line of sight verified as part of the radio plan per link
- d. In the case of licensed links, a license application has to be completed and submitted to ICASA. Follow up has to be done in order to ensure processing of the application
- e. The installation plan is completed by addition of all calculations, installation plan photo record, cost schedule and proposed project plan.
- f. The bidder must have access to radio planning software for proper planning of the links. The software should do:
  - Wireless Link Design
  - Plan and optimize links
  - Perform radio link calculations
  - Provide path terrain profiles
  - Project radio performance

The vendor must attach details of its radio planning software in **Schedule 13L** - in the relevant sub-schedule specifying the required information.

#### 13.4. Installation and Commissioning of Wireless Links

The City has a requirement for the installation and commissioning of wireless links. These entail PTP links, as well as PTMP links to subscriber sites from High Sites.

The following pertains to the installation of equipment and includes all transport, travel and other costs. The City will pay no overtime or standby rates for installation.

A **Full Standard installation** means installation within 120 km roundtrip of City of Cape Town CBD at a building or High Site that does not require 4x4 access. This is for all equipment needed to establish a new link.

A **Full Non-Standard installation** means installation within 120 km roundtrip of City of Cape Town CBD at a building or High Site that requires 4x4 access. This is for all equipment needed to establish a new link.

A **Partial Standard installation** means installation within 120 km roundtrip of City of Cape Town CBD at a building or High Site that does not require 4x4 access. This is for only equipment needed to upgrade an existing link, that is replacing antennas and cabling only or replacing radio units + POE and cabling only

A **Partial Non-Standard installation** means installation within 120 km roundtrip of City of Cape Town CBD at a building or High Site that requires 4x4 access. This is for only equipment needed to upgrade an existing link, that is replacing antennas and cabling only or replacing radio units + POE and cabling only

**Installation includes all labour costs and any minor parts (screws, bolts, cable ties, sellotape, insulation tape, and labelling brother tape) costs.**

#### **Specific requirements are as follows:**

- a. The City provides high level specification and requirements
- b. All costs with respect to installation and commissioning must be included in the tender price
- c. The tenderer shall provide antenna mount brackets complying with the specifications in this document
- d. The installation standard shall be similar or better than the existing standard. All cables shall be properly marked to enable tracing from the documentation.
- e. Prior to installation, the site shall be surveyed and a project plan supplied with each order providing the intended programme and milestones

- f. It shall be noted that on high sites the installation must be able to withstand wind speeds up-to 180kmph
- g. The incumbent is required to provide the cabling requirements to the City's cable installation contractor
- h. A plan for each site where wireless links are installed has to be submitted electronically, showing the Ethernet cable routes and the location of the links.
- i. The incumbent will be responsible for their own project management and provide weekly progress updates to the Telecommunications Project Manager or the project leader
- j. During the planning process, a basic signal coverage map for each site is required.
- k. The successful Tenderer will be responsible for the installation and successful commissioning of the equipment and systems. This shall include but not limited to radio link installations (cabling and antennas), mounting hardware supplied via this tender, power installations for the wireless equipment, and all software configurations for the equipment.
- l. As per Section 11 Occupational Health and Safety, all of the above work plays a major role, firstly requiring staff who are qualified to work at height, and in other cases requiring to have rope access certification. It is the Tenderer's responsibility to ensure its technicians are certified for work at heights at all times for the duration of the contract.
- m. For new installations and upgrades of the infrastructure, tenderers shall make provision for a Site Acceptance Test with necessary documentation.
- n. The installation standard shall be similar to or better than the existing standard and similar cable trays shall be utilized. All cables shall be properly marked to enable easy tracing from documentation.
- o. Radio planning and site installation planning must be conducted prior to installation of the wireless equipment. The activities shall include but not be limited to:
  - Radio planning: site survey (radio topography), line of sight, radio illumination evaluation, admin and documentation, data capture, report, travel
  - Site installation planning: site survey (physical, mechanical, electrical, etc.), installation planning, admin and documentation, data capture, report, travel
- p. Wireless equipment installation must include (but not be limited to) the following activities:
  - Mechanical work, electrical work (including installation of Ethernet Surge protectors), antenna mounting and alignment on supplied support hardware, base station/High Site/Site A radio equipment mounting, excluding mounting assemblies, site B radio equipment mounting excluding supplied support hardware, radio equipment setup and configuration to supplied IP and network parameters, final testing, optimisation and verification of installation, capture of all as built installation details, test measurements, site information, photo record and performance report, connecting patch cables between radio and Termination box, outdoor Ethernet cable Cat5 or better, for standard or non-standard installation.
  - Costs for Site Acceptance Testing must be included in the installation costs.

Installation of wireless equipment must include all ancillary parts and tools required for a successful installation. These ancillary parts must include the following but not limited to: POE cables, surge protectors (non Ethernet), earthing cables, power supply unit, cable fasteners , electrical connectors, node box

### **Special situations**

- a. The Ethernet cabling from the MAN or LAN rack to the termination point on the mast, pole or wallmount bracket are provided via another City tender.
- b. The City provides high level specification and requirements
- c. Data plans are provided with associated project plan
- d. In cases where installation of brackets requires abseiling or working in extreme conditions, this work may be outsourced to a party who has suitable staff with abseiling and working at height experience.

### **Health and Safety**

All equipment must comply to SABS or Central European (CE) safety, health and environmental requirements.

All equipment and accessories shall ensure Electro Magnetic Compatibility in compliance with EN 50081-1 and EN50082-1 and for safety aspects be compliant with EN 60950

## Inspection and Tests

The installed links shall be inspected by the vendor and signed off by City and shall be subjected to such tests as deemed necessary. Specific requirements are as follows:

- a. A post installation (Site Acceptance Test) sign-off must be conducted by the Service Provider's Engineer.
- b. The following activities must be included but not limited to: Post installation (Site Acceptance Test) survey by Engineer, sign off by Engineer, admin and documentation, data capture, report, travel – within 100 km of Cape Town CBD
- c. After the post-installation (Site Acceptance Test) sign off, arrangements for the testing of the radio links will be effected by the City with the successful Tenderer.
- d. These tests shall include a minimum total functionality test, including the following parameters:
  - Signal to noise ratio, signal strength, Bit Error Rate, latency and jitter times.
- e. A test schedule for link and site acceptance shall be drawn up by the successful Tenderer and approved by the City

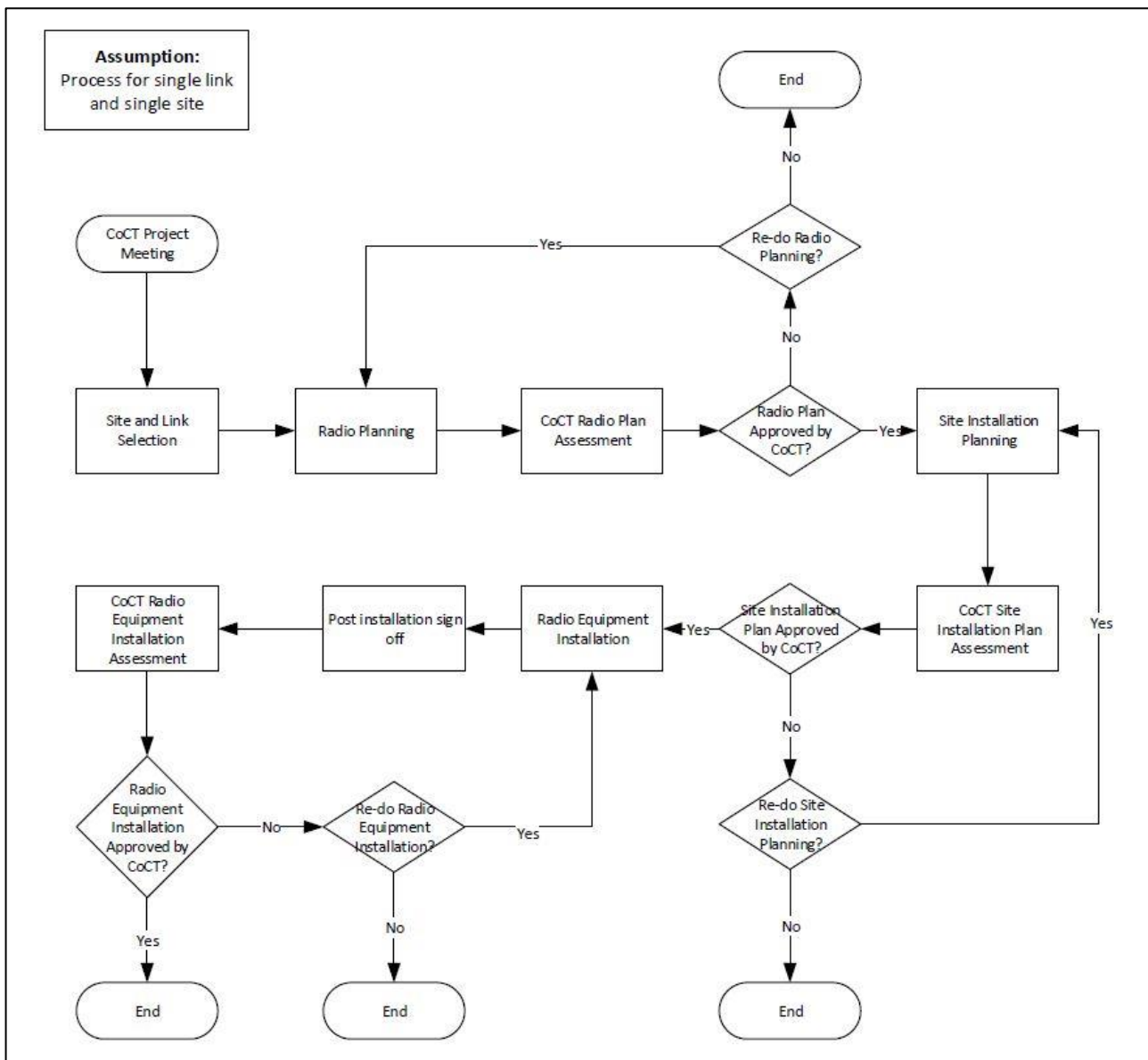


Figure 1: Example of Installation Process (single site and single link)

### 13.5. List of Sites for Radio Links and High sites

Details of existing links and high sites will be supplied to the successful tenderer as and when required. Note that new links will be proposed by the City and existing links are sometimes replaced by fibre connectivity

### 13.6. Licensed band Point to Point Wireless Equipment

1. The City does not have an installed base licensed band microwave system on its MPLS Metro Area Network, but uses Cambium license-exempt band radios and Ceragon licensed band radios for its TeTRA network.
2. The equipment offered is required to be equivalent or better than the technical, functional and environmental specifications in this document.
3. The onus will be on the tenderer to ensure full compatibility and functionality of the equipment offered to the specifications.
4. The City currently uses split outdoor (ODU) and indoor (IDU) radio systems for modularity and ease of maintenance on its licensed band radios (for the TETRA network), but integrated outdoor units on its license-exempt band radios.
5. These licensed band radio links are required where interference mitigation and a high level of network reliability is required.
6. Radios have to be certified suitable for voice services during the installation process with respect to low latency and jitter.
7. The radio links must be fully compatible with- and integrate seamlessly into the MAN MPLS topology.
8. Radios with more efficient modulation techniques, and consequently using less RF spectrum, will be favoured.
9. It is acknowledged that some of the parameters vary widely, depending on frequency band, modulation scheme and channel width. Tenderers shall therefore provide full data sheets and the City reserves the right to use the data sheets to verify compliance with the specifications.
10. The City reserves the right to require tenderers to prove specified performance by testing, in accordance with test procedures as will be set out by the City.
11. Tenderers shall provide technical details of Licensed Band Point to Point Wireless Equipment in **Schedule 13G**.

Equipment shall comply with the following minimum technical specifications:

**Note:**

Tenderers shall note that compliance will be checked against equipment data sheets to be provided with the offer

The City reserves the right to require tenderers to prove specified performance by testing, in accordance with test procedures as will be set out by the City.

Aspect	Minimum Specification
<b>Radio Technology</b>	
Model/Type No:	
RF Band Span	6-38 GHz
Configuration options	1 + 0, or 1 + 1
<b>Optional</b> configurations available with <b>upgraded model</b>	2 + 2
Channel Width	5, 7, 10, 14, 20, 25, 30, 40, 50, 60, 80 MHz channel width, selectable – frequency band dependant
Modulation / Error Correction	Selective modulation with 12 modulation / FEC coding levels: QPSK to 2048 QAM
Antenna	Direct mount or waveguide
<b>Standards &amp; Ethernet Bridging</b>	
Equipment class	Carrier grade Ethernet 2.0

Aspect	Minimum Specification
Security	256-bit AES Encryption (must be available as optional feature). Compatible protocols: SSH, HTTPS, SNMPV3. Configurable password rules. User authentication and Radius support. Audit trail
Ethernet standards	10/100/1000base T Ethernet VLAN MPLS Latency control Fully L2, L3 manageable
Timing Transport	Synchronous Ethernet; IEEE 1588v2
QoS	8 priority queues support Multiple classification criteria support
Frame Support	Frame size up to 9600 bytes
<b>Management</b>	
Network Management	On premises Real time and historical analytics
System Management	IPv6/IPv4 dual-stack management support Web access via browser using HTTP or HTTPS/TLS3 SNMP v1, v2c, v3, MIB-II
Installation	Built-in installation and alignment aid for link setup
<b>Physical</b>	
Operating Temperature	-20° to +60° C in sunlight
Dust- water Intrusion protection	IP66
Wind speed survival	180 km/h
I/O Connections	1 x Gigabit Ethernet copper port 1 x Network management port 1 x SFP port: single-mode or multi-mode fibre
Power Supply	Standard input -48VDC DC Input range -40 to -60VDC
<b>Regulatory</b>	
ICASA type approval	Certificate required
<b>Planning Tool</b>	
Path Link Planner	Product specific installation BoQ output DEM derived link profile output Link budget calculation output Network layout diagram output

<b>Performance:</b>									
<b>Tx Power vs Frequency band: For Quoted Model</b>									
	<b>Frequency band (GHz)</b>								
	<b>6</b>	<b>7</b>	<b>8</b>	<b>10-11</b>	<b>13-15</b>	<b>18</b>	<b>23</b>	<b>26</b>	<b>28-38</b>
	<b>Min Tx Power (dBm)</b>								
QPSK	29	28	28	27	24	22	20	21	18
16 QAM	28	27	27	26	23	21	20	20	17
64 QAM	27	26	26	25	22	20	20	19	16
512 QAM	25	24	24	24	20	18	18	17	14
2048 QAM	23	22	22	21	18	16	16	15	12

Rx Sensitivity vs Frequency band & Modulation Scheme:													
		Frequency Band (GHz)											
Modulation Scheme	Channel	6	7	8	10	11	13	15	18	23	26	28-31	38
	BW												
QPSK		-92	-92	-92	-91	-92	-91	-90	-92	-91	-90	-90	-89
16 QAM		-86	-85	-85	-85	-86	-85	-84	-85	-84	-84	-83.5	-83
64 QAM		-79	-79	-79	-78	-79	-78	-77	-79	-78	-77	-77	-76
256 QAM	10 MHz	-73	-72	-72	-72	-73	-72	-71	-72	-71	-71	-70.5	-70
1024 QAM (min FEC)		-67	-66	-66	-66	-67	-65	-65	-66	-65	-65	-64	-64
		Frequency Band (GHz)											
Modulation Scheme	Channel	6	7	8	10	11	13	15	18	23	26	28-31	38
	BW												
QPSK		-89	-89	-89	-88	-89	-88	-87	-89	-88	-87	-87	-86
16 QAM		-83	-82	-82	-82	-83	-81	-81	-82	-81	-81	-80.5	-80
64 QAM		-76	-75	-75	-75	-76	-75	-74	-75	-75	-74	-73.5	-73
256 QAM	20MHz	-70	-70	-70	-69	-70	-69	-68	-70	-69	-68	-68	-67
1024 QAM (min FEC)		-64	-63	-63	-63	-64	-63	-62	-63	-62	-62	-61.5	-61
2048 QAM		-60	-60	-60	-59	-60	-59	-58	-60	-59	-58	-58	-57
		Frequency Band (GHz)											
Modulation Scheme	Channel	6	7	8	10	11	13	15	18	23	26	28-31	38
	BW												
QPSK		-86	-86	-86	-85	-86	-85	-84	-86	-85	-84	-84	-84
16 QAM		-80	-79	-79	-79	-80	-78	-78	-79	-78	-78	-77.5	-77
64 QAM		-73	-72	-72	-72	-73	-72	-71	-72	-72	-71	-70.5	-70
256 QAM	40 MHz	-67	-66	-66	-66	-67	-66	-65	-66	-65	-65	-64.5	-64
1024 QAM (min FEC)		-61	-60	-60	-60	-61	-60	-59	-60	-59	-59	-58.5	-58
2048 QAM		-58	-57	-57	-57	-58	-57	-56	-57	-57	-56	-55.5	-55
		Frequency Band (GHz)											
Modulation Scheme	Channel	6	7	8	10	11	13	15	18	23	26	28-31	38
	BW												
QPSK		-85	-84	-84	-84	-85	-83	-83	-84	-83	-83	-82.5	-82
16 QAM		-78	-77	-77	-77	-78	-76	-76	-77	-76	-76	-75.5	-75
64 QAM		-71	-70	-70	-70	-71	-70	-69	-70	-69	-69	-68.5	-68
256 QAM	60 MHz	-65	-64	-64	-64	-65	-64	-63	-64	-63	-63	-62.5	-62
1024 QAM (min FEC)		-58	-58	-58	-57	-58	-57	-56	-58	-57	-56	-56	-56
2048 QAM		-56	-55	-55	-55	-55	-54	-54	-55	-54	-54	-53	-53

		Frequency Band (GHz)											
Modulation Scheme	Channel BW					11			18			28-31	
16 QAM						-77			-76				
64 QAM						-70			-70				
256 QAM	80 MHz					-65			-64				
1024 QAM						-59			-58				

Data Throughput vs Modulation Scheme & Channel BW:		
Modulation Scheme	Channel BW	Min Data Throughput Uncompressed (Mbps)
QPSK	10 MHz	12
16 QAM		26
64 QAM		42
256 QAM		58
1024 QAM (Min FEC)		72
QPSK	20 MHz	27
16 QAM		56
64 QAM		91
256 QAM		125
1024 QAM (Min FEC)		154
2048 QAM	40 MHz	164
QPSK		57
16 QAM		116
64 QAM		187
256 QAM		243
1024 QAM (Min FEC)		321
2048 QAM	60 MHz	347
QPSK		86
16 QAM		174
64 QAM		281
256 QAM		391
512 QAM	80 MHz	421
1024 QAM (Min FEC)		486
2048 QAM		527
QPSK		113
16 QAM		228
64 QAM		367
256 QAM		499
1024 QAM		596

**13.6.1. Licensed band PTP antennae**

Antennas shall comply with the following:

Antennas shall be selected in accordance with the system gain required, but shall comply with the following general specifications:

Gain, half power angles, bandwidth, beamwidth will vary with frequency, but the specification is for an antenna nominally at 7.125 - 7.75 GHz for reference.

Tenderers shall provide technical details of Licensed Band Point to Point Antennae in **Schedule 13F**.

Aspect	Minimum Specification
Type	Solid parabolic dish
Material	High quality aluminium, with UV resistant polymer coating
Frequency	6-38 GHz
Bandwidth	700 MHz (Typical)
<b>Gain (Frequency dependent - midband):</b>	
600 mm	30 dBi
900 mm	34 dBi
1200 mm	36.5 dBi
Polarization	Vertical or horizontal
Front to back ratio	>= 60 dB
Hor beamwidth	4.2° / 3° / 2.7° (600/900/1200 mm)
Vert beamwidth	4.2° / 3° / 2.7°
VSWR	1.4 : 1
Connector	Direct or Waveguide
Wind loading	180 kmh
Adjustability	+/- 10° Az / Ele

**13.7. License-Exempt Band Point to Point Wireless Equipment.****13.7.1. License-Exempt Band Point to Point Wireless Equipment**

1. These License-Exempt band radio links are required where interference is not an issue.
2. Radios have to be certified suitable for voice services during the installation process with respect to low latency and jitter.
3. The radio links must be fully compatible with- and integrate seamlessly into the MAN MPLS topology.
4. Radios with more efficient modulation techniques, and consequently using less RF spectrum, will be

favoured.

5. It is acknowledged that some of the parameters vary widely, depending on frequency band, modulation scheme and channel width. Tenderers shall therefore provide full data sheets and the City reserves the right to use the data sheets to verify compliance with the specifications.
6. The City reserves the right to require tenderers to prove specified performance by testing, in accordance with test procedures as will be set out by the City.
7. Tenderers shall provide technical details of License-Exempt Band Point to Point Wireless Equipment in **Schedule 13G**.

Equipment shall comply with the following minimum technical specifications:

Aspect	Minimum Specification
<b>Radio Technology</b>	
Model/Type No:	
RF Band Span	4.9 to 5.9 GHz
Channel Width	10, 20, 30, 40, 60 MHz channel width, selectable
Spectral Efficiency	10 bps/Hz or better
Channel Selection	Manual selectable or Dynamic Spectrum Optimization. Automatic selection on start-up and continual self-optimization interference avoidance
Maximum Transmit Power	Adjustable up to 26 dBm
System Gain	Up to 164 dB with Integrated antenna
Modulation / Error Correction	Fast Preemptive Adaptive Modulation with 12 modulation / FEC coding levels: BPSK to 256 QAM with dual payload MIMO
Duplex Scheme	Time Division Duplex (TDD) Adaptive or fixed transmit/receive duty cycles Split frequency operation for separate Tx and Rx frequencies. TDD sync with GPS PTP-SYNC Module (Optional but must be available)
Antenna options	Integrated Flat Panel Option: 23 dBi Typical
	Connectorized Option: 2 x N-type female connectors, waterproof
Range	Up to 100 km Free Space Propagation
Security	128/256-bit AES Encryption (must be available as optional feature) HTTPS and SNMPv3 Identity-based user accounts Configurable password rules User authentication and RADIUS support Audit trail of security activity
<b>Ethernet Bridging</b>	
Protocol	IEEE 802.3
Latency	2-4 ms unidirectional
QoS	QOS support for 1 up to 8 Queues
Packet Classification	Layer 2 and Layer 3 IEEE 802.1p, MPLS, Ethernet priority
Packet Performance	Line rate ( >850k packets per second)
Timing Transport	Synchronous Ethernet; IEEE 1588v2
Frame Support	PTP Mode: Frame size up to 9600 bytes
<b>Management</b>	
Network Management	On premises

Aspect	Minimum Specification			
System Management	IPv6/IPv4 dual-stack management support Web access via browser using HTTP or HTTPS/TLS3 SNMP v1, v2c, v3, MIB-II Online spectrum analyzer available without impact on payload traffic or network operation			
Installation	Built-in installation and alignment aid for link setup			
Physical				
Operating Temperature	-20°C to +60° C in sunlight			
Dust- water Intrusion protection	IP66/ IP67			
Wind speed survival	180 km/h			
I/O Connections	2 x Gigabit Ethernet copper ports: Gigabit Port 1: Data + PoE power input Gigabit Port 2: 802.3at PoE output port 1 x SFP port: single-mode or multi-mode fibre			
Power supply	Indoor AC Power injection 110VAC to 240VAC Outdoor AC + DC power injector, 110VAC to 240VAC, -40 VDC to -60VDC / 42.5V-57V			
Regulatory				
ICASA type approval	Certificate required			
Planning Tool				
Path Link Planner	Product specific installation BoQ output DEM derived link profile output Link budget calculation output Network layout diagram output			
Performance:				
Typical Estimated Receiver Sensitivity & Tx Power dBm @ 5.8 GHz:				
Modulation Mode	10 MHz BW	20 MHz BW	40 MHz BW	dBm
BPSK 0.63 Single	-94.5	-91.5	-88.5	27
QPSK 0.63 Single	-91.5	-88.5	-85.5	26
16QAM 0.63 Single	-85	-82	-79	25
64QAM 0.75 Single	-77.5	-74.5	-71.5	24
256QAM 0.81 Single	-70.5	-67	-64	23
Typical Estimated Throughput: Mbps @ 5 Km Free Space				
Modulation Mode	10 MHz BW	20 MHz BW	40 MHz BW	dBm
BPSK 0.63 Single	4.5	9.5	19.5	27
QPSK 0.63 Single	9.5	19	39.5	26
16QAM 0.63 Single	13	26.5	55	25
64QAM 0.75 Single	25	50	103	24
256QAM 0.81 Single	50	100	205	23

#### 13.7.1.1. License-Exempt band Point to Point External Antennae

These antennas shall be selected in accordance with the system gain required, but shall comply with the following specifications:

Gain, half power angles, bandwidth, beamwidth will vary with frequency, but the specification is for an antenna

nominally at 5150 – 5850 GHz for reference.

Tenderers shall provide technical details of License-Exempt Band Point to Point External Antennae in **Schedule 13F**.

Aspect	Minimum Specification
Type	Solid parabolic dish or panel dish or grid dish
Material	High quality aluminium, with UV resistant polymer, or EPC coating
Frequency	5150 – 5850 GHz
Bandwidth	700 MHz (Typical)
<b>Typical Gain (Frequency dependent - midband):</b>	
600 mm	24 dBi - 28 dBi
900 mm	31 dBi – 34 dBi
1200 mm	34.7 dBi
Polarization	Dual
Impedance	50 $\Omega$
Typical front to back ratio	34 dB
Typical Hor beamwidth	6° / 4.2° / 3° (600/900/1200 mm)
Typical Vert beamwidth	6° / 4.2° / 3°
Typical VSWR	1.5 : 1
Connector	N-type FM
Wind loading	180 km/h
Mounting materials	All brackets and mounting bolts, nuts and washers to be grade 304 or better stainless steel
Adjustability	+/- 10° Az / Ele

#### 13.7.2. V Band Point to Point Wireless Equipment

1. These V band radio links are required where interference is not an issue.
2. Radios equipment have to be certified suitable for voice services during the installation process with respect to low latency and jitter.
3. The radio links must be fully compatible with- and integrate seamlessly into the MAN MPLS topology.
4. Radios with more efficient modulation techniques, and consequently using less RF spectrum, will be favoured.
5. It is acknowledged that some of the parameters vary widely, depending on frequency band, modulation scheme and channel width. Tenderers shall therefore provide full data sheets and the City reserves the right to use the data sheets to verify compliance with the specifications.
6. Tenderers shall ensure compliance with all relevant ICASA regulation.
7. The City reserves the right to require tenderers to prove specified performance by testing, in accordance with test procedures as will be set out by the City.

8. Tenderers shall provide technical details of V Band Point to Point Wireless Equipment in **Schedule 15F**. Equipment shall comply with the following minimum technical specifications:

Aspect	Minimum Specification
<b>Radio Technology</b>	
Model/Type No:	
RF Band Span	57 - 64 GHz
Channel Width	2160, 1080 MHz channel width, selectable
Channel Selection	Manual, or Dynamic Spectrum Optimization. Automatic selection on start-up and continual self-optimization interference avoidance
Maximum Transmit Power	Up to 21 dBm
System Gain	Up to 160 dB with Integrated antenna
Modulation / Error Correction	Adaptive Modulation
Duplex Scheme	Full-duplex operation
Antenna options	Integrated Option: 35 dBi Typical
	Connectorized Option: 2 x N-type female connectors, watertight
Range	Up to 1.5 km Free Space Propagation
Security	128/256-bit AES Encryption (available as optional feature) HTTPS and SNMPv3 Identity-based user accounts Configurable password rules User authentication and RADIUS support Audit trail of security activity
<b>Ethernet Bridging</b>	
Protocol	IEEE 802.3
Latency	3-5 ms unidirectional
QoS	QOS support for 1 up to 8 Queues
Packet Classification	Layer 2 and Layer 3 IEEE 802.1p, MPLS, Ethernet priority
Packet Performance	Line rate ( >850k packets per second)
Timing Transport	Synchronous Ethernet; IEEE 1588v2
Frame Support	PTP Mode: Frame size up to 9600 bytes
<b>Management</b>	
Network Management	On premises
System Management	IPv6/IPv4 dual-stack management support Web access via browser using HTTP or HTTPS/TLS3 SNMP v1, v2c, v3, MIB-II Online spectrum analyzer available without impact on payload traffic or network operation
Installation	Built-in installation and alignment aid for link setup
<b>Physical</b>	
Operating Temperature	-20°C to +55° C in sunlight
Dust- water Intrusion protection	IP66/ IP67

Wind speed survival	180 km/h
I/O Connections	2 x Gigabit Ethernet ports: Gigabit Port 1: Data + PoE power input Gigabit Port 2: 802.3at PoE output port 1 x SFP port: single-mode or multi-mode fibre
Power supply	Indoor AC Power injection 110VAC to 240VAC Outdoor AC + DC power injector, 110VAC to 240VAC, -40 VDC to -60VDC/ 42.5V-57V
<b>Regulatory</b>	
ICASA type approval	Certificate required
<b>Planning Tool</b>	
Path Link Planner	Product specific installation BoQ output DEM derived link profile output Link budget calculation output Network layout diagram output

V Band Point to Point Antennae shall comply with the following:

Antennae shall be selected in accordance with the system gain required, but shall comply with the following general specifications:

Gain, half power angles, bandwidth, beamwidth will vary with frequency, but the specification is for an antenna nominally at 60 GHz for reference.

Tenderers shall provide technical details of V Band Point to Point Antennae in **Schedule 13F**.

Aspect	Minimum Specification
Type	Solid parabolic dish or panel dish or grid dish
Material	High quality aluminium, with UV resistant polymer coating
Frequency	60 GHz
Bandwidth	2160 MHz (Typical)
<b>Typical Gain (Frequency dependent - midband):</b>	
Antenna gain	35 dBi Typical
Polarization	Vertical or horizontal
Typical Hor beamwidth	4.2° / 3° / 2.7°
Typical Vert beamwidth	4.2° / 3° / 2.7°
Connector	Direct or Waveguide
Wind loading	180 kmh
Adjustability	+/- 10° Az / Ele

### 13.7.3. E Band Point to Point Wireless Equipment

1. These E band radio links are required where interference is not an issue.
2. Radios equipment have to be certified suitable for voice services during the installation process with respect to low latency and jitter.
3. The radio links must be fully compatible with- and integrate seamlessly into the MAN MPLS topology.
4. Radios with more efficient modulation techniques, and consequently using less RF spectrum, will be favoured.
5. It is acknowledged that some of the parameters vary widely, depending on frequency band, modulation scheme and channel width. Tenderers shall therefore provide full data sheets and the City reserves the right to use the data sheets to verify compliance with the specifications.
6. Tenderers shall ensure compliance with all relevant ICASA regulations.
7. The City reserves the right to require tenderers to prove specified performance by testing, in accordance with test procedures as will be set out by the City.
8. Tenderers shall provide technical details of E Band Point to Point Wireless Equipment in **Schedule 13F**.

Equipment shall comply with the following minimum technical specifications:

Aspect	Minimum Specification
<b>Radio Technology</b>	
Model/Type No:	
RF Band Span	71 - 76 GHz, 81 - 86 GHz
Channel Width	250, 500 MHz channel width, adjustable and selectable
Maximum power spectra density Efficiency	150 mW/100 Mhz Typical
Channel Selection	Manual, or Dynamic Spectrum Optimization. Automatic selection on start-up and continual self-optimization interference avoidance
Maximum Transmit Power	Adjustable up to 35 dBm
Typical System Gain	Up to 176 dB with Integrated antenna
Modulation / Error Correction	Adaptive Modulation
Duplex Scheme	Adaptive or fixed transmit/receive duty cycles Split frequency operation for separate Tx and Rx frequencies.
Antenna options	Integrated Option: 38 dBi Typical
	Connectorized Option: 2 x N-type female connectors
Range	Up to 1.5 km Free Space Propagation
Security	128/256-bit AES Encryption (available as optional feature) HTTPS and SNMPv3 Identity-based user accounts Configurable password rules User authentication and RADIUS support Audit trail of security activity
<b>Ethernet Bridging</b>	
Protocol	IEEE 802.3
Latency	3-5 ms unidirectional
QoS	QOS support for 1 up to 8 Queues
Packet Classification	Layer 2 and Layer 3 IEEE 802.1p, MPLS, Ethernet priority
Packet Performance	Line rate ( >850k packets per second)
Timing Transport	Synchronous Ethernet; IEEE 1588v2
Frame Support	PTP Mode: Frame size up to 9600 bytes
<b>Management</b>	

Aspect	Minimum Specification
Network Management	On premises
System Management	IPv6/IPv4 dual-stack management support Web access via browser using HTTP or HTTPS/TLS3 SNMP v1, v2c, v3, MIB-II Online spectrum analyzer available without impact on payload traffic or network operation
Installation	Built-in installation and alignment aid for link setup
<b>Physical</b>	
Operating Temperature	-20°C to +55° C in sunlight
Dust- water Intrusion protection	IP66/ IP67
Wind speed survival	180 km/h
I/O Connections	2 x Gigabit Ethernet copper ports: Gigabit Port 1: Data + PoE power input Gigabit Port 2: 802.3at PoE output port 1 x SFP port: single-mode or multi-mode fibre
Power supply	Indoor AC Power injection 110VAC to 240VAC Outdoor AC + DC power injector, 110VAC to 240VAC, -40 VDC to -60VDC / 42.5V – 57V
<b>Regulatory</b>	
ICASA type approval	Certificate required
<b>Planning Tool</b>	
Path Link Planner	Product specific installation BoQ output DEM derived link profile output Link budget calculation output Network layout diagram output

E Band Point to Point Antennae shall comply with the following:

Antennae shall be selected in accordance with the system gain required, but shall comply with the following general specifications:

Gain, half power angles, bandwidth, beamwidth will vary with frequency, but the specification is for an antenna nominally at 71-76 GHz; 81-86 Ghz for reference.

Tenderers shall provide technical details of E Band Point to Point Antennae in **Schedule 13F**.

Aspect	Minimum Specification
Type	Solid parabolic dish or panel dish or grid dish
Material	High quality aluminium, with UV resistant polymer coating
Frequency	71-76 GHz; 81-86 Ghz
Bandwidth	500 MHz (Typical)
<b>Gain (Frequency dependent - midband):</b>	

Aspect	Minimum Specification
Typical Antenna gain	38 dBi
Polarization	Vertical or horizontal
Typical Hor beamwidth	4.2° / 3° / 2.7°
Typical Vert beamwidth	4.2° / 3° / 2.7°
Connector	Direct or Waveguide
Wind loading	180 kmh
Adjustability	+/- 10° Az / Ele

### 13.8. License-Exempt Band High Capacity Point to Multipoint Wireless Equipment

#### 13.8.1. Base station

1. These License-Exempt band radio links are required where interference is not an issue and multiple sites are to be connected from a high site.
2. Radios equipment have to be certified suitable for voice services during the installation process with respect to low latency and jitter.
3. The radio links must be fully compatible with- and integrate seamlessly into the MAN MPLS topology.
4. Radios with more efficient modulation techniques, and consequently using less RF spectrum, will be favoured.
5. It is acknowledged that some of the parameters vary widely, depending on frequency band, modulation scheme and channel width. Tenderers shall therefore provide full data sheets and the City reserves the right use the data sheets to verify compliance with the specifications.
6. The City reserves the right to require tenderers to prove specified performance by testing, in accordance with test procedures as will be set out by the City.
7. Tenderers shall provide technical details License-Exempt Band High Capacity Point to Multipoint Wireless Equipment in **Schedule 13F**.

Equipment shall comply with the following minimum technical specifications:

Aspect	Minimum Specification
<b>Radio Technology</b>	
Model/Type No:	
RF Band Span	4.9 to 5.9 GHz
Channel Width	10, 15, 20, 40 MHz channel width, selectable
Channel Selection	Manual configurable, or Dynamic Spectrum Optimization. Automatic selection on start-up and continual self-optimization interference avoidance
Maximum Transmit Power	Adjustable up to 27 dBm
Modulation / Error Correction	BPSK to 256 QAM with dual payload MIMO

Aspect	Minimum Specification
Duplex Scheme	Time Division Duplex (TDD) Adaptive or fixed transmit/receive duty cycles Split frequency operation for separate Tx and Rx frequencies. TDD sync with PTP-SYNC Module (Optional but must be available)
Antenna	Integrated Flat Panel Option: 23 dBi Typical Connectorized Option: 2 x N-type female connectors, watertight
Range	Up to 10 km Free Space Propagation
Security	128/256-bit AES Encryption (must be available as optional feature) HTTPS and SNMPv3 Identity-based user accounts Configurable password rules User authentication and RADIUS support Audit trail of security activity
<b>Ethernet Bridging</b>	
Protocol	IEEE 802.3
Latency	3-5 ms unidirectional typical
QoS	QOS support for 1 up to 8 Queues
Packet Classification	Layer 2 and Layer 3 IEEE 802.1p, MPLS, Ethernet priority
Packet Performance	Line rate ( >850 k packets per second)
Timing Transport	Synchronous Ethernet; IEEE 1588v2
Frame Support	2000 bytes per frame
<b>Management</b>	
Network Management	On premises
System Management	IPv6/IPv4 dual-stack management support Web access via browser using HTTP or HTTPS/TLS3 SNMP v1, v2c, v3, MIB-II Online spectrum analyzer available without impact on payload traffic or network operation
Installation	Built-in installation and alignment aid for link setup
<b>High Capacity Point to Multi Point Performance</b>	
Remote nodes per Master	Up to 7 Nodes
Channel bandwidth	20 MHz and 40 MHz
Typical Data capacity per remote node at 40 MHz BW	2 nodes: 160 Mbps 3 nodes: 105 Mbps 4 nodes: 80 Mbps 5 nodes: 65 Mbps 6 nodes: 55 Mbps 7 nodes: 45 Mbps
Spectral efficiency	8 bps/Hz or better
Line rate: packets per second	850k pps
Latency	3-5 ms unidirectional typical
<b>Physical</b>	
Operating Temperature	-20°C to +60° C
Dust- water Intrusion protection	IP66/ IP67

Aspect	Minimum Specification			
Wind speed survival	180 km/h			
I/O Connections	2 x Gigabit Ethernet copper ports: Gigabit Port 1: Data + PoE power input Gigabit Port 2: 802.3at PoE output port 1 x SFP port: single-mode or multi-mode fibre			
Power supply	AC Power injection 110VAC to 240VAC AC + DC power injector, 110VAC to 240VAC, -40 VDC to -60VDC / 42.5V – 57V			
Regulatory				
ICASA type approval	Certificate required			
Planning Tool				
Path Link Planner	Product specific installation BoQ output DEM derived link profile output Link budget calculation output Network layout diagram output			
Performance: Radio & Throughput				
Typical Estimated Receiver Sensitivity & Tx Power dBm @ 5.8 GHz				
Modulation Mode	10 MHz BW	20 MHz BW	40 MHz BW	dBm
BPSK 0.63 Single	-94.5	-91.5	-88.5	27
QPSK 0.63 Single	-91.5	-88.5	-85.5	26
16QAM 0.63 Single	-85	-82	-79	25
64QAM 0.75 Single	-77.5	-74.5	-71.5	24
256QAM 0.81 Single	-70.5	-67	-64	23
Typical Estimated Throughput: Mbps @ 5 Km Free Space				
Modulation Mode	10 MHz BW	20 MHz BW	40 MHz BW	dBm
BPSK 0.63 Single	4.5	9.5	19.5	27
QPSK 0.63 Single	9.5	19	39.5	26
16QAM 0.63 Single	13	26.5	55	25
64QAM 0.75 Single	25	50	103	24
256QAM 0.81 Single	50	100	205	23

### 13.8.2. License-Exempt band High Capacity Point To Multi Point Base station sector antenna

These antennae shall be selected in accordance with the sector antenna beamwidth required, but shall comply with the below general specifications.

Tenderers shall provide technical details of License-Exempt Band High Capacity Point to Multipoint Antennae in **Schedule 13F**.

Aspect	Specification
Material	High quality aluminium and composites, EPC or polymer coated
Frequency	5150 – 5850 GHz

Aspect	Specification
Bandwidth	700 MHz (Typical)
<b>Horizontal BW:</b>	<b>Typical Gain/Vert BW:</b>
60°	17 dBi / 8°
90°	12dBi to 17 dBi / 8°
Polarization	Dual
Impedance	50 $\Omega$
Typical Front to back ratio	$\geq 35$ dB
VSWR	1.5 : 1
Typical Return loss	-14 dB
Connector	N-type FM
Wind loading	180 km/h
Mounting materials	Hot Dipped galvanized brackets and stainless steel bolts/nuts and washers
Adjustability	$\pm 10^\circ$ Az / Ele

### 13.8.3. Subscriber unit

The Subscriber units must be compatible with the Base Station equipment. Preference will be given to the Subscriber units of the identical make and model radio as the Base Station hardware in order to reduce the number of different part numbers to be held in stock.

Tenderers shall provide technical details of the Subscriber unit in **Schedule 13F**.

Aspect	Minimum Specification
<b>Radio Technology</b>	
Model/Type No:	
RF Band Span	4.9 to 5.9 GHz
Channel Width	10, 20, 40, 80 MHz channel width, selectable
Channel Selection	Manual, or Dynamic Spectrum Optimization. Automatic selection on start-up and continual self-optimization interference avoidance
Maximum Transmit Power	Adjustable up to 27 dBm
Modulation / Error Correction	BPSK to 256 QAM with dual payload MIMO

Aspect	Minimum Specification
Duplex Scheme	Time Division Duplex (TDD) Adaptive or fixed transmit/receive duty cycles Split frequency operation for separate Tx and Rx frequencies. TDD sync with PTP-SYNC Module (Optional but must be available)
Antenna	Integrated Flat Panel Option: 21 dBi to 23dBi Connectorized Option: 2 x N-type female connectors, watertight
Range	Up to 10 km Free Space Propagation
Security	128/256-bit AES Encryption (must be available as optional feature) HTTPS and SNMPv3 Identity-based user accounts Configurable password rules User authentication and RADIUS support Audit trail of security activity
<b>Ethernet Bridging</b>	
Protocol	IEEE 802.3
Latency	3-5 ms unidirectional typical
QoS	QOS support for 1 up to 8 Queues
Packet Classification	Layer 2 and Layer 3 IEEE 802.1p, MPLS, Ethernet priority
Packet Performance	Line rate ( >850 k packets per second)
Timing Transport	Synchronous Ethernet; IEEE 1588v2
Frame Support	2000 bytes per frame
<b>Management</b>	
Network Management	On premises
System Management	IPv6/IPv4 dual-stack management support Web access via browser using HTTP or HTTPS/TLS3 SNMP v1, v2c, v3, MIB-II Online spectrum analyzer available without impact on payload traffic or network operation
Installation	Built-in installation and alignment aid for link setup
Channel bandwidth	20 MHz and 40 MHz
Max Data capacity per Subscriber unit in a 40 MHz BW – dependant on total number Subscriber units connected to a Base Station	160Mbps
Spectral efficiency	8 bps/Hz or better
Line rate: packets per second	850k pps
Latency	2 to 4 ms unidirectional typical
<b>Physical</b>	
Operating Temperature	-20°C to +60° C
Dust- water Intrusion protection	IP66/ IP67
Wind speed survival	180 km/h

Aspect	Minimum Specification
I/O Connections	2 x Gigabit Ethernet copper ports: Gigabit Port 1: Data + PoE power input Gigabit Port 2: 802.3at PoE output port 1 x SFP port: single-mode or multi-mode fibre
Power supply	AC Power injection 110VAC to 240VAC AC + DC power injector, 110VAC to 240VAC, -40 VDC to -60VDC / 42.5V – 57V
<b>Regulatory</b>	
ICASA type approval	Certificate required
<b>Planning Tool</b>	
Path Link Planner	Product specific installation BoQ output DEM derived link profile output Link budget calculation output Network layout diagram output

#### 13.8.4. Subscriber unit external antenna

These antennas shall be selected in accordance with the sector antenna beamwidth required, but shall comply with the below general specifications.

Tenderers shall provide technical details of the Subscriber unit external antenna in **Schedule 13F**.

Aspect	Minimum Specification
Type	Solid parabolic dish or flat panel or grid dish
Material	High quality aluminium, with UV resistant polymer, or EPC coating
Frequency	5150 – 5850 GHz
Bandwidth	700 MHz (Typical)
<b>Gain (Frequency dependent - midband):</b>	
Typical Gain	24dbi – 28dBi
Polarization	Dual
Impedance	50 $\Omega$
Typical Front to back ratio	35 dB
Typical Hor beamwidth	6° / 4.2° / 3°
Typical Vert beamwidth	6° / 4.2° / 3°
Typical VSWR	1.5 : 1
Connector	N-type FM
Wind loading	180 km/h
Mounting materials	All mounting brackets, bolts, nuts and washers to be at least grade 304 stainless steel
Adjustability	+/- 10° Az / Ele

**13.9. Network Management System (NMS)**

The supply, installation, support and maintenance of the Network Management System for Licensed and License-Exempt band radio equipment as specified in the specifications. Supply and installation of the NMS includes installation, implementation and integration. Note that the City currently has on-site CnMaestro as a single network management system for Cambium license-exempt radios.

All City's license-exempt radios can be monitored by the City's Telecommunications Operating Centre via SNMP using CA Spectrum and CA eHealth. Tenders must be in a position to add licensed band radios to the proposed NMS. Tenderers must also support and maintain the existing network on Spectrum and CnMaestro.

Tenderers shall provide technical details of the Network Management System offered for Licensed and License-Exempt Radio's in **Schedule 13H**.

**13.9.1. License-Exempt Band Network Management System**

Aspect	Specification
On-premises NMS hardware	The hardware for the NMS must be supplied by the bidder. The hardware must be rack mountable. The OS must also be supplied by the bidder and any ongoing licences detailed in the pricing schedule.
NMS Capacity	Manage a minimum of 1 000 wireless devices
Role based Access	At least three levels – Super Administrator (perform all functions), Operator (View all configurations and configure device-specific parameters and Monitor(only View access)
Monitor Mode	Single screen to display the entire wireless network including PTP and PTMP devices
	Hierachical dedicated dashboards for each device
	Interface into a Maps based display to display all network devices
	Visualization of key wireless performance indicators on a Map based system
	Auto-display in Monitor mode of stateful alarms
Performance Management	One-click functionality to display the results of performance and latency tests
	Performance Reports including alarm and event statistics available in CSV Format
	View historical radio and network statistics
	Wireless signal strength and SNR per link
	Device uptime
Management Mode	Define device configuration templates
	Device Inventory control – exported in PDF or CSV format
	Scheduled device configuration uploads
	Scheduled device software upgrades

**13.9.2. Licensed Band Network Management System**

Aspect	Specification
On-premises NMS hardware	The hardware for the NMS must be supplied by the bidder. The hardware must be rack mountable. The OS must also be supplied by the bidder and any ongoing licences detailed in the pricing schedule.
Role based Access	At least three levels
Monitor Mode	Graphical user interface
	Auto-discover function of new elements
	Current and historic alarm views
	Template-based alarm handling
	Email notifications
Performance Management	Collection of traffic statistics, quality metrics and analogue measurements
	Threshold crossing alarms
	Analysis tools
	Data throughput
	Link distance
	Device uptime
Management Mode	Configuration Management of all elements
	Clock synchronization
	Software and license distribution
	Backup/Restore of element configurations
	Enable remote element software upgrades

**13.10. Radio Link Planning Software**

The link planning software should have the following minimum specifications:

Aspect	Specification
Design	Design and planning the wireless links for optimal performance
Optimisation	Plan and optimize multiple PTP and PTMP links simultaneously (license-exempt and licensed) Perform calculations for wireless equipment performance Automatically load path terrain profiles and environmental factors such as rain fade
Reporting	Generate reports that validate projected performance Generate a comprehensive Bill of Material

**13.11. Antenna Mounting Hardware**

Tenderers shall provide technical details of Ancillary Parts offered in **Schedule 13H**.

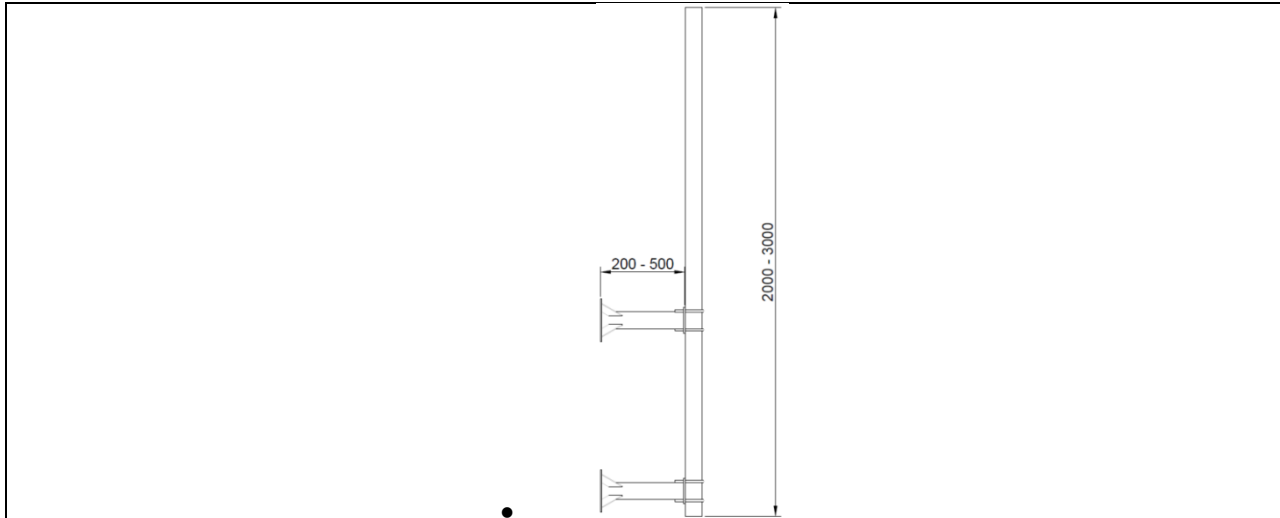
Antenna mounting brackets/poles shall be hot dipped galvanised, nuts and bolts shall be stainless steel

and comply with the following:

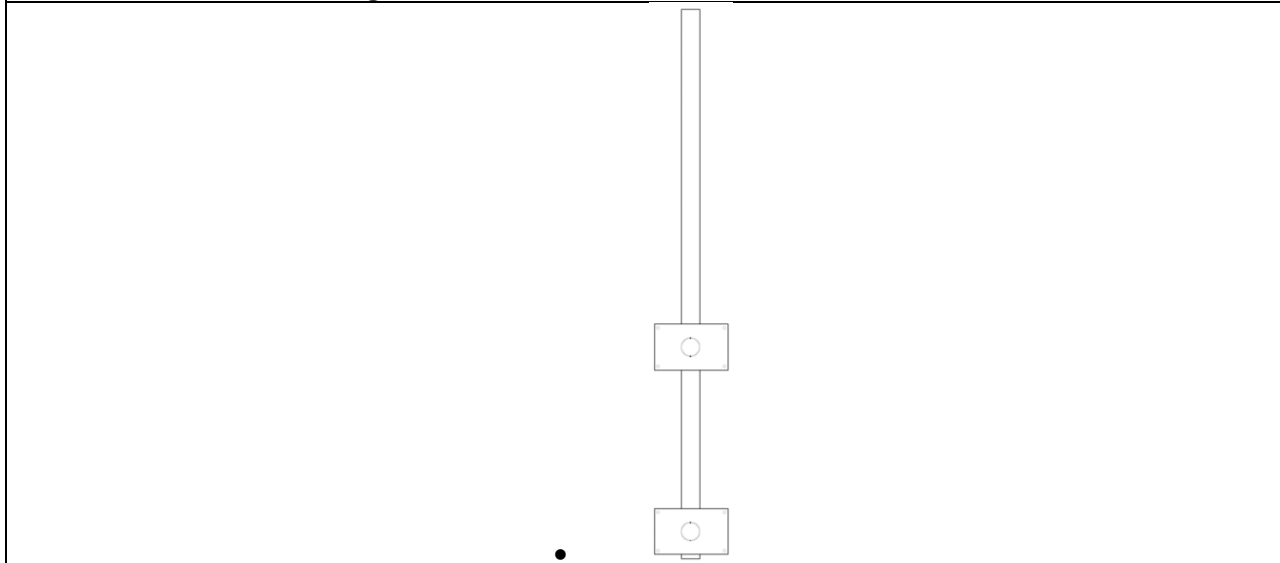
### Wall Mounted Bracket (Radio)

#### A. Product Description

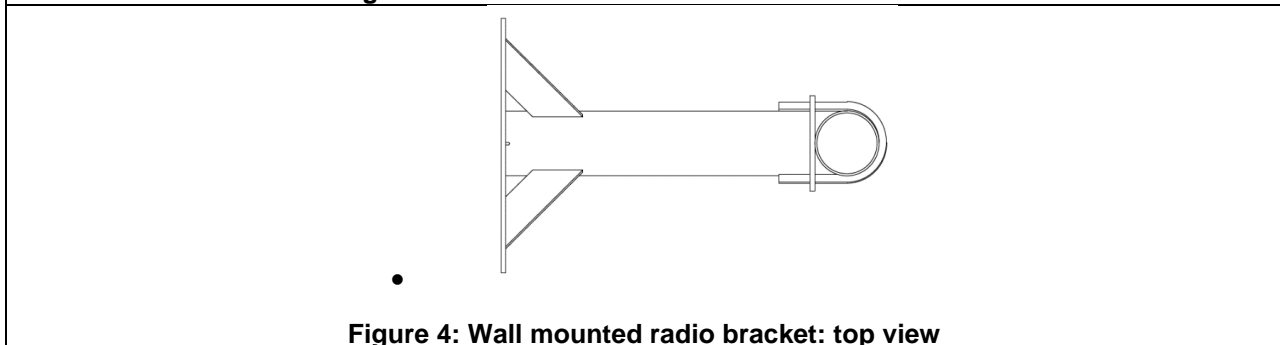
The design, manufacture, hot dipped galvanised, supply, install and structurally certify of a 2000 – 3000mm long 200 – 500mm stand-off wall mounted radio bracket. Product must be manufactured to fit existing infrastructure and/or new applications (new installations).



**Figure 2: Wall mounted radio bracket: side view**



**Figure 3: Wall mounted radio bracket: back view**



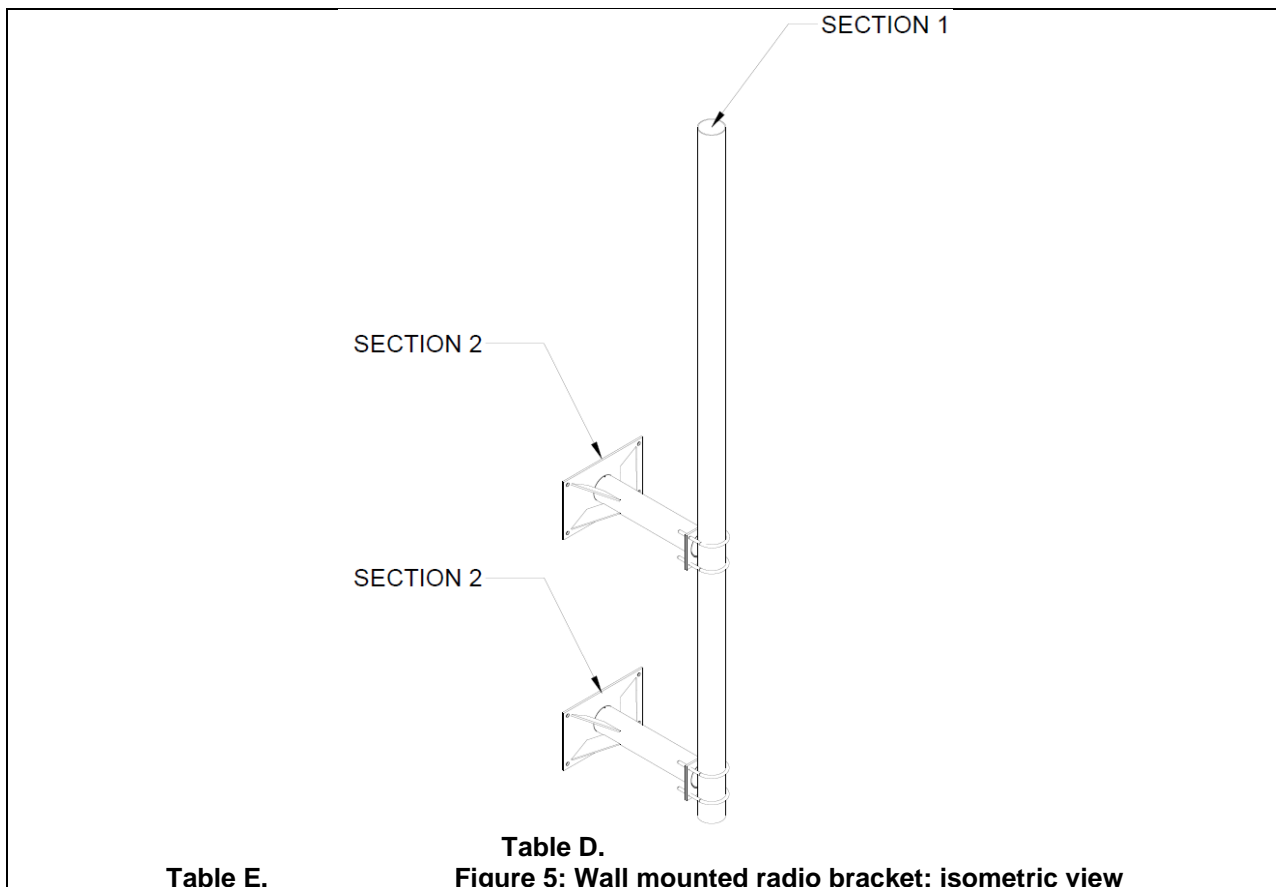
**Figure 4: Wall mounted radio bracket: top view**

## B. Pole Mount Bracket

Pole and stand-off brackets shall be galvanized steel, with a similar design to the specified wall mounted bracket. The design, manufacture, supply and install of antenna pole mount brackets shall consist of a 500mm – 1500mm long pole, with (2x) 300mm – 1200mm stand-off brackets. The antenna and pole mount brackets shall be mounted using U-bolts.

## C. Product Specifications

Radio mounting basketry consists of three (3) parts, Figure 5 provides an isometric view.



**Table E.**

### Radio mounting pole

One (1) of 102Øx3mm round tubing LG3000 radio mounting pole.

### Wall-mounting stand-off brackets

Two (2) stand-off brackets, each assembly consisting of one (1) 400x250x8mm plate, one (1) 150x150x8mm plate, four (4) 60x8mm flat bar LG186mm and one (1) 102Øx3 round tubing, with length to vary (depending on requirement, 192 – 492mm). 102Øx3 round tubing to be 6mm fillet welded to 400x250x8mm plate. Four (4) 60x8mm flat bars LG186mm to receive 45° cut along short side and then 6mm fillet welded to both round tubing and plate. 150x150x8mm plate to be 6mm welded to round tubing.

### Bolts and Nuts

Four (4) times U-Bolt: M12x103x140 A2-70;

Eight (8) times Anchor bolt: M12x200-300mm A2-70;

Thirty Two (32) times Nut M12 A2-70;

Sixteen (16) times washer M12 A2-70.

### Technical Specifications: PTMP Bracket

#### A. Product Description

The design, manufacture, hot dipped galvanised, supply, install and structurally certify of a PTMP Bracket to be installed on top a 2000mm c-c tubular tower section. Product must be manufactured to fit existing infrastructure and/or new applications (new installations).

#### B. Product Specifications

The PTMP Bracket consists of four (4) assemblies. The Figure below provides dimensional specifications.

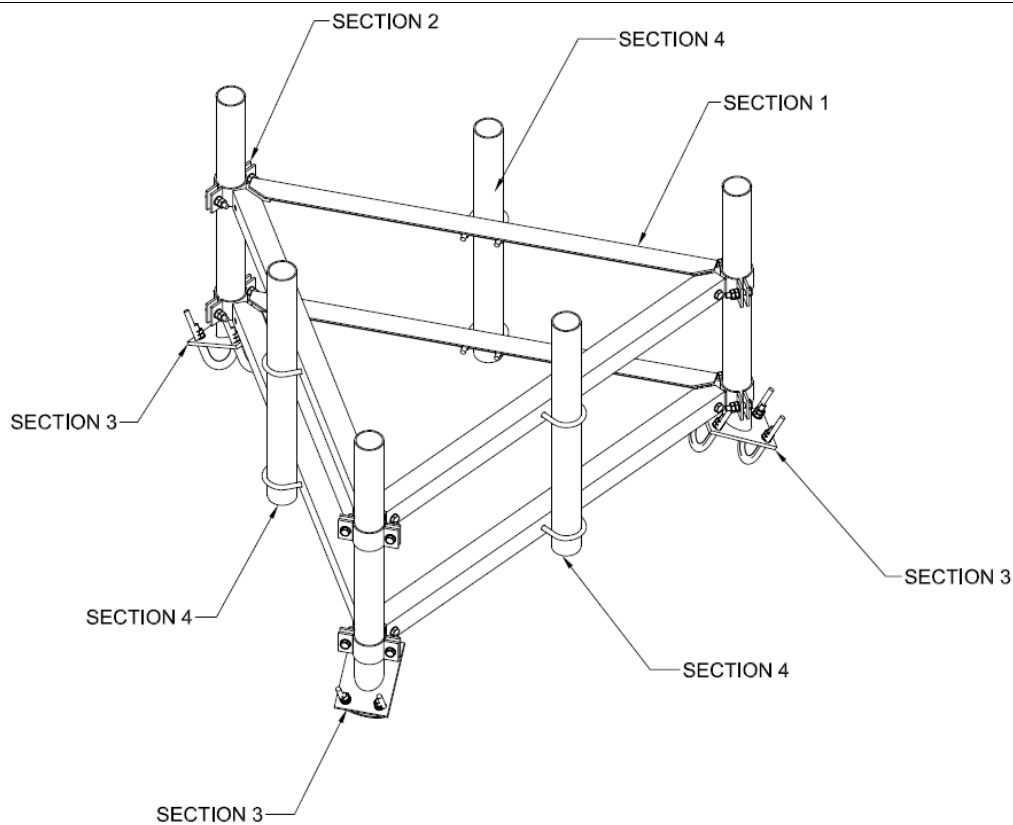


Table F.  
Figure 6: PTMP Bracket: Isometric view

Table G.

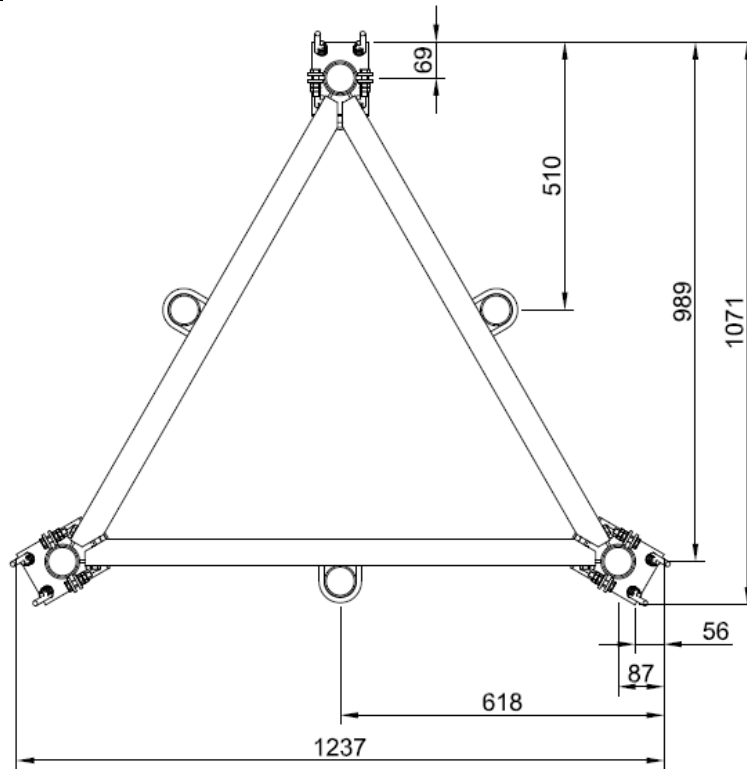


Figure 7: PTMP Bracket: Top View

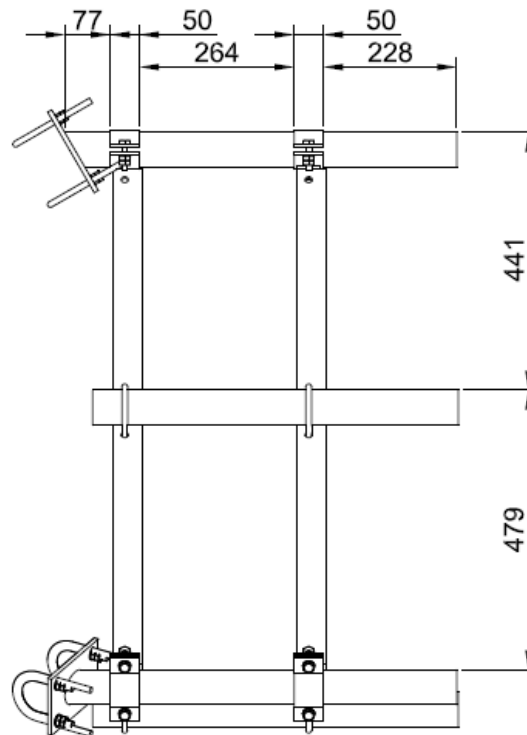


Figure 8: PTMP Bracket: Side View

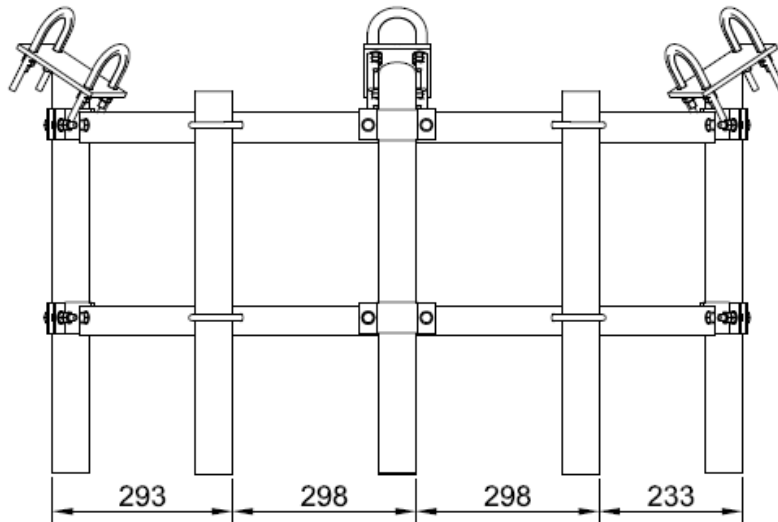


Table I. Table H. Figure 9: PTMP Bracket: Front view

### i. Horizontal bracers

Six (6) 50x50x5mm equal angle LG976mm, each to receive four (4) 12Ømm holes along one side. The upper side of the angle (nominated) will receive 30° cut-offs 23mm down the short side.

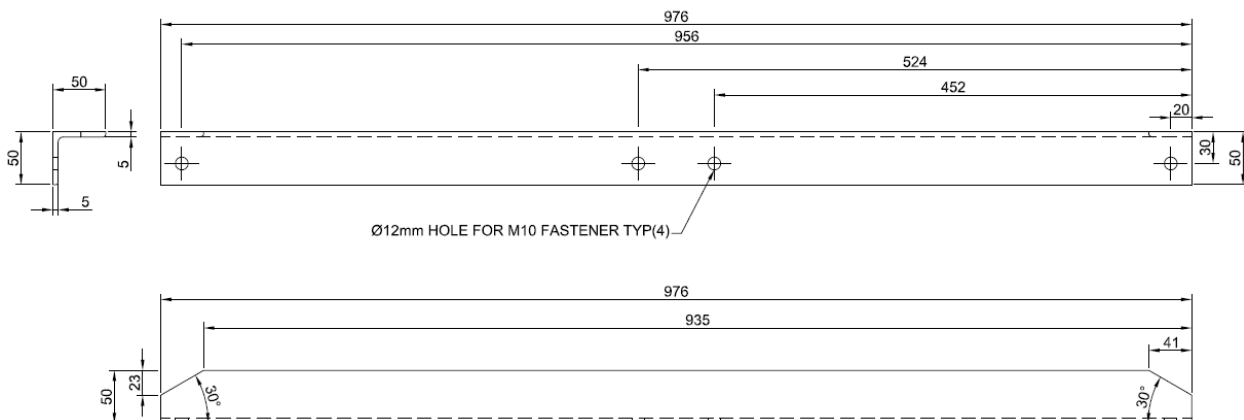


Table J. Figure 10: Horizontal supports: side view

### ii. Saddle brackets

Six (6) saddle brackets, each consisting of two (20) 50x3mm flat bar LG96mm (to be circularly bend 180°), two (2) 40x5mm flat bar LG50mm and four (4) 30x5mm flat bar LG30mm. Both 40x5mm and 30x5mm flat bar to receive 12Ømm holes and then to be 6mm fillet welded to the circularly bended 50x3mm flat bar.

Figure 11 and Figure 12 provide dimensional specifications.

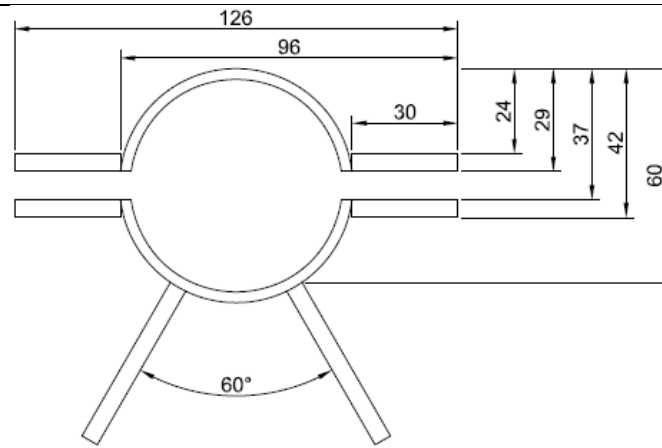


Figure 11: Saddle bracket top view

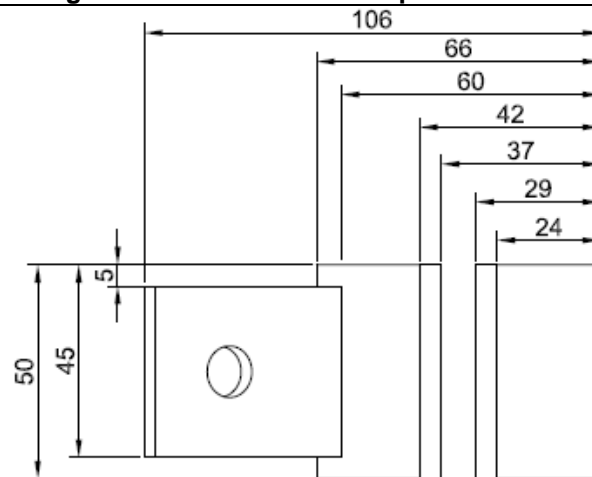


Figure 12: Saddle bracket: side view

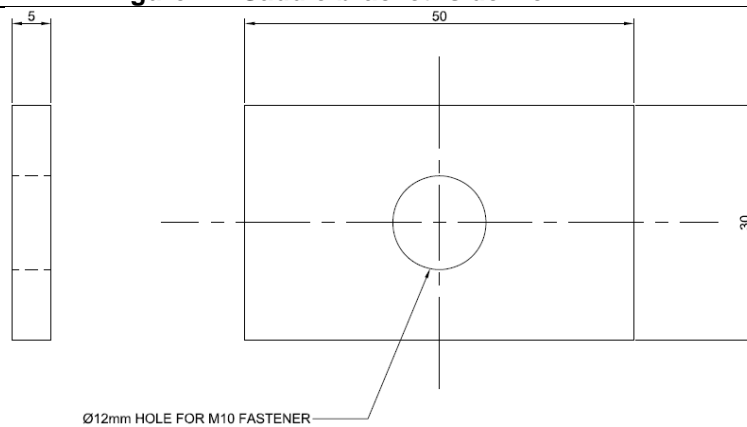


Figure 13: 30x5mm flat bar LG50mm

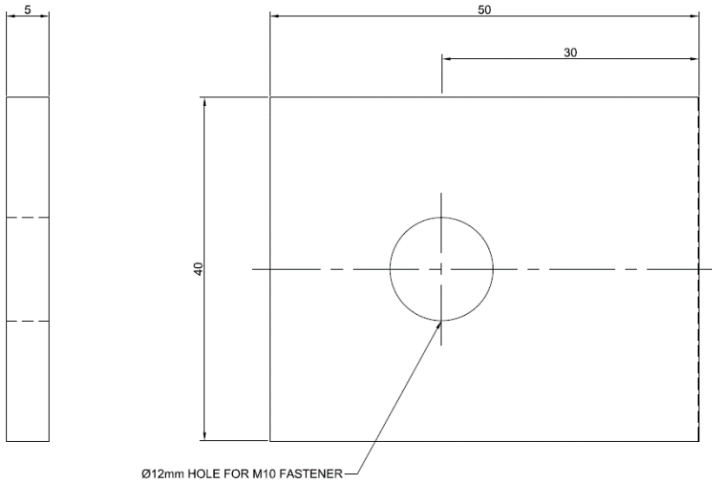
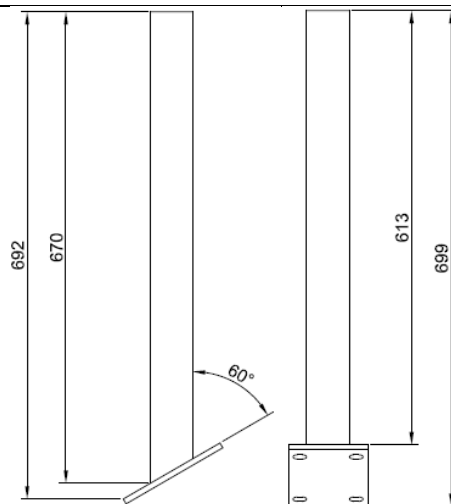
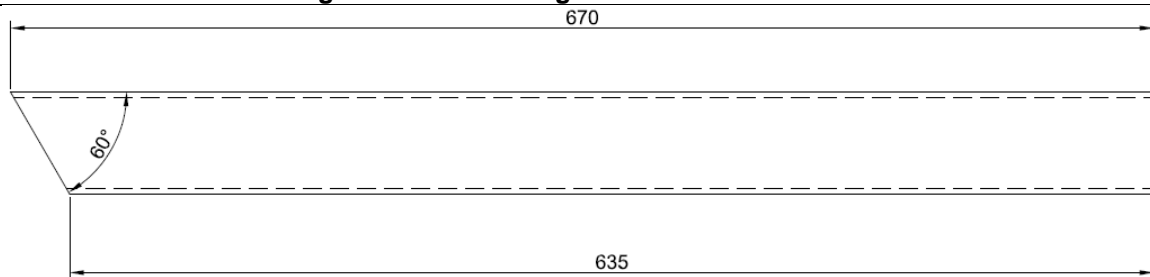
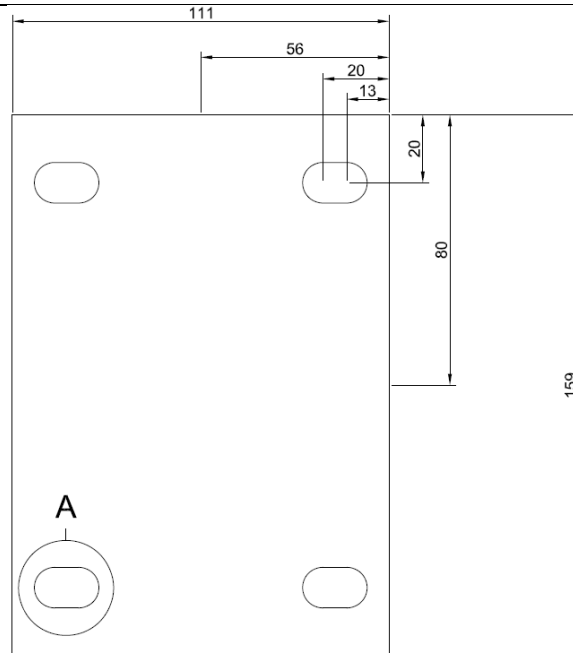
**Table K.**

Figure 14: 40x5 flat bar LG50mm

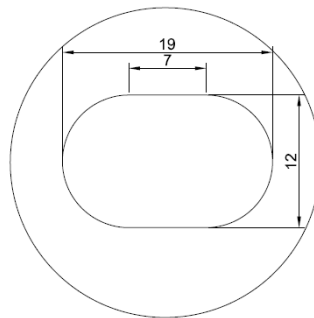
**iii. Vertical legs**

Three (3) vertical legs each consisting of one (1) 60Øx3mm round tubing LG670mm and one (1) 8mm plate 159x111mm. Each 60Øx3mm round tubing LG670mm to receive a 60° cut-off along the short-side. Each 8mm plate 159x111mm to receive four (4) 12Ømm slotted holes 19mm long. All parts to be 6mm fillet welded together. Figure 15 provides dimensional specifications.

**Figure 15: Vertical legs isometric view****Figure 16: 60Øx3mm round tubing side view**



**Figure 17: 8mm plate top view  
A (2.5000)**



**Figure 18: 12Ømm slotted hole**

#### iv. Radio mounting pole

Three (3) 60Øx3mm round tubing LG670mm.

#### v. Bolts and Nuts

Twelve (12) time U-bolts M10x61x100mm A2-70;

Twenty-four (24) times Set screws M10x35mm A2-70;

Ninety-six (96) times Nuts M10 A2-70;

Forty-eight (48) times Washers M10 A2-70.

### 13.12. Professional Services

The City has the option of obtaining the services of professionals in the telecommunications field to do specialised design, planning, or installation work. Rates for such services, are to be provided in the Price Schedules. Specific items to be noted:

1. Engineers and Technicians must have appropriate experience and SAQA recognised qualifications
2. Technical support staff must be vendor accredited

**13.13. Additional Specification Requirements**

In addition to compliance with the general procurement conditions of the City, tenderers are required to respond to and comply with all of the following questions.

Please complete the tables below by indicating your company's ability and willingness to comply with each requirement.

Tenderers are required to explicitly mark either "Comply" or "Do Not Comply" against each and every requirement. Failure to do so will be taken as a "Do Not Comply" statement. Indicate compliance or non-compliance with a 'tick' (✓) in the appropriate box.

Where requested, please provide supporting information to substantiate your response in the text box following the compliance question.

Answer each question in its entirety and insert your responses into the appropriate box in this document and expand your answers where necessary. Please respond fully to each question before proceeding to the next question. Do not place additional information in an appendix or annexure; rather place any additional answer to the question using the following numbering convention:

If the answer for a question is on page 10, you may append any further answer pages with the question clearly referenced at the top of the page and the page should be numbered 10.1, 10.2, etc. at the bottom of the page (please see positioning and numbering convention of this document);

In terms of providing available documentary evidence, details of any additional documentation provided should be included in the relevant section of **Schedule 13**.

If you feel that a question overlaps another question, then it is recommended that you repeat your answer.

**13.13.1. Compliance with Technical Specifications**

The service provider agrees to comply with the minimum technical specifications as laid out in this document

Please indicate your compliance:

<b>Yes (acceptance)</b>	
<b>No (no acceptance)</b>	

**13.13.2. Acceptance of Performance Level Requirements**

The tenderer must indicate its acceptance of the City's Performance Management requirements as applicable in the section **13.14 Performance Management: Performance Elements, Measures and Metrics**.

Please indicate your compliance:

<b>Yes (acceptance)</b>	
<b>No (no acceptance)</b>	

**13.13.3. Account management**

The tenderer must make available at least one sales account manager to service the City's account. This person will be responsible for overall management of the account as well as for the generation of specifications and quotes.

In terms of providing available documentary evidence, details of any additional documentation provided should be included in **Schedule 13O**.

Please indicate your compliance, and provide the requested supporting information:

<b>Yes (fully compliant)</b>	
<b>No (not compliant)</b>	

**13.13.4. Radio Link planning software**

The tenderer must have access to radio planning software for proper planning of the links. The software must be capable of wireless link design, planning and optimization of links, performing radio link calculations, providing path terrain profiles, calculating radio performance.

Please indicate your compliance, and provide technical details of the Radio planning software as evidence in **Schedule 13K**.

Yes (fully compliant)	
No (not compliant)	

**13.13.5. Equipment Testing Facility and Processes**

The tenderer must have an equipment testing facility and equipment testing processes to ensure that radios are functioning properly and can be bench tested.

Please indicate your compliance, and provide details of the equipment testing facility and processes as evidence in **Schedule 13L**.

Yes (fully compliant)	
No (not compliant)	

**13.13.6. Governance and Escalation procedures for support and incident management**

The tenderer must have governance and escalation procedures for support and incident management

Please indicate your compliance, and provide details of the governance and escalation procedures as evidence in **Schedule 13M**.

Yes (fully compliant)	
No (not compliant)	

**13.14. Performance Management: Performance Elements, Measures and Metrics**

The City requires all contracts with suppliers to be actively managed. To this end, the Telecommunications Branch requires all respondents to this tender to agree to the following Performance Management System.

The performance of the Contractor will be monitored in terms of the following system of Performance Elements, Measures and Metrics.

### 13.14.1. Definitions

Within the context of this Performance Management System, the following words shall have the meaning indicated:

**1<sup>st</sup> Level Support** means tasks and activities designed to ensure the Availability of a radio system, undertaken by the City.

**2<sup>nd</sup> Level Support** means tasks and activities, including Emergency Repairs, designed to ensure the Availability of a wireless system, provided by the Contractor;

**3<sup>rd</sup> Level Support** means tasks and activities to ensure the Availability of a wireless system provided by the OEM;

**Availability** means that portion of a period of time (typically a Calendar Month) during which a wireless or wireless system is working normally; a period of time during which a wireless radio or wireless system is unavailable is referred to as "Downtime" and so Availability is synonymous with "Uptime";

**Award** means the decision by the City's Supply Chain Management Bid Adjudication Committee to contract with the preferred respondent to the Tender;

**Award Letter** means written notice of an Award;

**Business Day** means a Calendar Day which is not a Saturday, Sunday or South African public holiday;

**Business Hours** means 08:00 to 17:00 on a Business Day;

**Calendar Day** means the period of time that begins at 00.00.00 and ends 23:59:59 on any given day in any given Calendar Month;

**Calendar Month** means any one of twelve named periods into which a year is divided in accordance with the Gregorian calendar;

**Calendar Week** means a period of seven consecutive Calendar Days;

**Call-Out** means a 2<sup>nd</sup> Level Support activity involving Emergency Repairs;

**Call-Out Time** means the point in time when the Contractor is alerted to a Critical Incident;

**The City** means the City of Cape Town, a metropolitan municipality as contemplated in Section 1 of the Local Government: Municipal Structures Act, 117 of 1998, of Civic Centre, 12 Hertzog Boulevard, Cape Town 8000, represented the Manager of the Telecommunications Branch, telephone number: (021) 400 9050, fax number: (021) 970 3644;

**Communication Network Service** means an "Electronic Communications Network Service" as defined in Section 1 of the Electronic Communications Act, 2005 (Act No. 36 of 2005);

**Contract** means the binding agreement between the City and the Contractor for the supply of the specified goods and/or services subsequent to the award of the Tender;

**Contractor** means the Vendor awarded this Tender;

**Critical Incident** means an Incident resulting in the unavailability of the Metro Area Network, or a site connected to it;

**Critical Link** means a wireless link designated by the City as a Critical Link. Examples include links to Critical Sites, and links between Switching Facilities, which constitute part of the core Metro Area Network;

**Critical Site** means a building, facility or other edge site connected to the MAN that has been designated as a Critical Site, such as key administrative buildings and fire stations;

**Customer** means a user of the Metro Area Network;

**Dawn** means the point in time that marks the start of Daylight Hours during a Calendar Day, as specified by the South African Weather Service;

**Daylight Hours** means the period of time between dawn and dusk on any particular Calendar Day;

**Delivery** means the act of transporting ordered goods to a specified place, or completion of a specified service;

**Downtime:** a period of network service unavailability; see 'Availability';

**Dusk** means the point in time that marks the end of Daylight Hours during a Calendar Day, as specified by the South African Weather Service;

**Electronic Communications Network** has the meaning attributed to it in Section 1 of the Electronic Communications Act, 2005 (Act No. 36 of 2005);

**Electronic Communications Network Service** or "Communications Service" has the meaning attributed to it in Section 1 of the Electronic Communications Act, 2005 (Act No. 36 of 2005);

**Emergency Repairs** means the response to a Critical Incident provided by the Contractor in terms of a Support & Maintenance Program; the work necessary to restore a wireless link to Normal Service;

**Goods Received Note ('GRN')** means a document provided by the Vendor for signature by an official of the City acknowledging Delivery;

**Grief Points** means the quantitative consequence of incurring a Penalty, used as a method of quantifying Infringements of the Performance Metrics;

**Grief Point Threshold** means the number of Grief Points accumulated and accrued sufficient to constitute a Non-Compliance Event;

**Guarantee** means a formal promise or assurance (typically in writing) that certain conditions will be

fulfilled, especially that an item or equipment will be repaired or replaced, at no charge, if found to not be of the specified quality or durability;

**Incident** means any unplanned interruption or reduction in quality of an electronic Communication Network Service supported by the Metro Area Network, which are categorised as follows:

Level	Definition	Comment
Priority 1	Critical fault - failure resulting in the network being unavailable, thereby causing critical impact to business operations if service is not restored quickly. No workaround available. Breaches on network security as advised by the City's network security staff (e.g. denial of service attacks).	A critical event is an acute operating problem that is already causing, or has an immediate potential to cause, considerable service and management restrictions. Typically affects the core or aggregation layer of the network.
Priority 2	Fault leading to loss of connectivity of individual branches due to access circuit failure; or Failures resulting in the network being severely degraded causing significant impact to business operations. No workaround available. Breaches on network security as advised by the City's network security staff.	Usually a major event in an operating situation in which some aspect of the services are inoperative or experiencing severe intermittent problems. May affect an edge site or item of customer premise equipment.
Priority 3	Fault resulting in network being degraded. Breaches on network security as advised by the City's network security staff. Network functionality is noticeably impaired but most business operations continue.	Usually affecting non-essential services. Minor errors that do not affect operational situations.
Priority 4	Request for the provision of services at new sites. Termination and/or migration of services at individual sites. Requests for information: - Events and issues - Technical support - Technology updates - Reports Participation in Change Request approval process	Routine changes to the network and administrative issues.

**Incident Time** means the elapsed time between the Call Out Time and the point in time when all Emergency Repairs have been completed, including any re-instatement necessary; the sum of the Repair Time plus the Re-instate Time;

**Infringement** means an instance of non-conformance with a Performance Metric;

**Issue Resolution Time** means the elapsed time between a request for OEM support, and the resolution of the relevant issue;

**Mark-up** means the amount, in Rands, of the percentage of the OEM cost of goods added to the OEM cost of goods to derive a quotation price; the mark-up percentage must be that as per the Award Letter;

**Maximum Restore Time** means the longest allowable Restore Time;

**Mean Time To Restore** means the average of the Restore Times of all incidents requiring Emergency repairs in the last twelve Calendar Months;

**Metro Area Network** means the Electronic Communications Network located within the greater Cape Town metropolitan area, and used to provide Electronic Communications Network Services to the City and its customers;

**Network Manager** means the entity contracted by the City to holistically manage the Metro Area Network;

**Non-Compliance Event** means consequence of the Grief Point Threshold being exceeded;

**Normal Service** means the expected performance of a wireless communications link as per its design and configuration;

**OEM** means Original Equipment Manufacturer;

**Order** means the formal instruction by the City to the Contractor to supply the specified goods and/or services;

**Penalty** means the redress that the City has against the Contractor for under-performance in terms of Performance Measure;

**Performance Element** means an attribute of a service provided by the Contractor, which is used by the

City to track performance;

**Performance Management System** means the systems of Performance Elements, Measures, Metrics, and Penalties used to manage the performance of a Contractor with regard to the delivery of specified goods and/or services, specifically wireless telecommunications equipment and the support & maintenance thereof;

**Performance Measure** means the way in which a Performance Element is defined and/or measured;

**Performance Metric** means a numerical limit for satisfactory performance of a Performance Measure; non-conformance constitutes an Infringement;

**Performance Penalty** means the claim by the City consequent to a Non-Compliance Event;

**Performance Review Meeting**: see Review Meeting;

**Performance Termination Event** means the accumulation of Non-Compliance Events that may result in the City contemplating termination of the Contract;

**Priority 1 Incident**: see Incident;

**Preventative Maintenance** means routine and corrective maintenance work undertaken on a planned basis of wireless equipment, so as to maintain its optimal performance and maximise its Availability;

**Procurement** means the process employed by the City to order goods and/or services in terms of a Contract;

**Purchase Order** means the document issued by the City to the Contractor specifying an Order in terms of a Quotation;

**Quotation** means statement of the specifications and price of goods and/or by the Contractor, as may be requested by the City;

**Radio Networks Division** means the entity within the Telecommunications Branch of the City of Cape Town tasked with the management of the wireless equipment and links within the Metro Area Network;

**Requisition** means the internal SAP process used to initiate a request for an Order;

**Response Time** means the elapsed period of time between the Call Out Time and arrival on site;

**Restore Time** means the elapsed period of time between arrival of the Contractors' staff on site in the event of a Call-Out for Emergency Repairs, and the restoration of Normal Service;

**Repair Time** means the elapsed period of time between the time of arrival on site and the completion of the necessary Emergency Repair work after the restoration of Normal Service; the sum of Response Time plus Restore Time;

**Re-instate Time** means the elapsed period of time between completion of the necessary Emergency Repair work, and the re-instatement of any fittings, brackets, cable ducts or conduits, surfaces or other elements of the installation to their original condition;

**SAP** means the enterprise management system used by the City to manage its Procurement, Requisition, Ordering, Goods Receiving and Payment processes;

**Service Entry Sheet** ('SES') means a document record of the completion of an ordered service or activity;

**Service Review Meeting** means a regular meeting attended by representatives of the City and Contractor to discuss the Contractor's performance in terms of this Performance Management System;

**Support & Maintenance Program** means a contracted schedule of Support & Maintenance Services;

**Support & Maintenance Services** means tasks and activities designed to ensure the Availability of a system of wireless links;

**Switching Facility** means a dedicated room designed to house telecommunications equipment and terminate optic fibre cables; a component of the infrastructure that makes up the Metro Area Network;

**Systems Integrator** means the entity contracted by the City responsible for integrating new devices and facilities into the Metro Area Network;

**Tender** means the formal request issued by the City for companies to offer to provide specified goods and/or services, in this case wireless equipment and wireless systems;

**Telecommunications Operations Centre** ('TOC') means the facility operated by Telecommunications Branch of the City of Cape Town for the purpose (among others) of monitoring the performance and status of the Metro Area Network, and coordinating the response to Incidents;

**Uptime**: see 'Availability';

**Vendor** means the company awarded the Contract. See 'Contractor'.

**Work Order** means a formal written instruction to undertake a defined schedule of work issued by the City or its agent to the contractor; includes relevant maps, diagrams, specifications and instruction, and is accompanied by a Purchase Order.

## 13.14.2. Roles and responsibilities

Responsibility area	Telecommunications Branch	Contractor
Technical specifications	<ul style="list-style-type: none"> <li>• Responsible to customers for services (owns the relationship with the customer)</li> <li>• Specifies products and services to be delivered to specific customers (sites)</li> <li>• Specifies technologies to be used</li> <li>• Test and type approves equipment</li> <li>• Specifies performance quality</li> </ul>	Provides equipment for test and type approval
Installation of new links	<ul style="list-style-type: none"> <li>• Requests quotations</li> <li>• Identifies links to be installed</li> <li>• Identifies 'A' and 'B' locations</li> <li>• Orders detailed planning</li> <li>• Orders equipment</li> <li>• Orders installation services</li> <li>• Provides Telecoms project manager</li> <li>• Quality assurance of the new installation</li> <li>• Participates in change request and approval processes</li> <li>• Signs off completed installation</li> </ul>	<ul style="list-style-type: none"> <li>• Reviews the overall detailed network design for the MAN, and comments of proposed new links, and upgrades of existing links</li> <li>• Provides quotations in line with the City's procurement procedures</li> <li>• Provides radio planning services</li> <li>• Provides site planning services</li> <li>• Provides installation vendor project management services</li> <li>• Procures, installs, tests and commissions the required equipment</li> <li>• Cooperates with the City's System Integrator to integrate new links into the MAN</li> <li>• Participates in change request and approval processes</li> <li>• Invoices the City in line with the City's procurement procedures</li> </ul>
Supply of Network Management System	<ul style="list-style-type: none"> <li>• Requests quotation</li> <li>• Orders NMS and associated equipment</li> <li>• Orders installation services</li> <li>• Provides Telecoms project manager</li> <li>• Quality assurance of the NMS installation</li> <li>• Signs off completed installation (GRN process)</li> </ul>	<ul style="list-style-type: none"> <li>• Reviews requirements</li> <li>• Provides quotations in line with the City's procurement procedures</li> <li>• Provides installation vendor project management services</li> <li>• Procures, installs, tests and commissions the NMS and associated equipment</li> <li>• Invoices the City in line with the City's procurement procedures</li> </ul>
Monitoring of active links	<ul style="list-style-type: none"> <li>• Monitors the uptime of wireless links (TOC)</li> <li>• Monitors the performance of all wireless links, using the NMS</li> <li>• Reports on the uptime and performance of the wireless links</li> <li>• Identifies needs for maintenance, and equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Has access to the NMS</li> <li>• Assists the Radio Networks Division to identify needs for maintenance, and equipment replacement including upgrades; provides specifications and quotations accordingly</li> </ul>

	replacement including upgrades	
Routine support and maintenance of link equipment	<ul style="list-style-type: none"> <li>• Approves Support &amp; Maintenance Program</li> <li>• Provides order for support &amp; maintenance services, to be provided "as required"</li> <li>• Issues Works Orders for maintenance services</li> <li>• Quality assurance of the maintenance services provided</li> <li>• Signs off completed maintenance work (SES process)</li> </ul>	<ul style="list-style-type: none"> <li>• Provides and upholds guarantees on equipment and workmanship</li> <li>• Supports the software (licencing, patches, updates)</li> <li>• Provides <i>ad hoc</i> Support &amp; Maintenance Services as and when required</li> <li>• Prepares Support &amp; Maintenance Program</li> <li>• Provides routine/ Preventative support &amp; Maintenance services, as per agreed Support &amp; Maintenance Program</li> <li>• Reports on routine/ Preventative Maintenance work done</li> <li>• Identifies potential problems, for resolution before they cause an Incident</li> </ul>
Incident Management (wireless links) – all equipment types (including legacy devices)	<ul style="list-style-type: none"> <li>• Provides order for emergency repair standby</li> </ul> <p>When an Incident occurs: <u>Priority 1 Incidents</u> <i>Business Hours</i></p> <ul style="list-style-type: none"> <li>• Fault investigated by Radio Networks Division staff</li> <li>• If service cannot be restored by Radio Networks Division, Emergency Repair Call-Out instruction issued to Contractor</li> <li>• Monitors emergency repairs and restoration of normal service</li> </ul> <p><i>Any other time</i></p> <ul style="list-style-type: none"> <li>• Incident escalated to Contractor by TOC</li> <li>• Radio Networks Division / TOC monitors emergency repairs and restoration of normal service</li> </ul> <p><u>Priority 2 Incidents</u></p> <ul style="list-style-type: none"> <li>• Potential fault investigated by Radio Networks Division staff</li> <li>• If potential fault cannot be resolved by Radio Networks Division, support and maintenance instruction issued to Contractor</li> </ul>	<ul style="list-style-type: none"> <li>• Ensures capability to respond to Incidents, including Emergency Repair Call-Outs (Priority 1 Incidents) at any time</li> <li>• Provides Emergency Repair Service as specified in a Support &amp; Maintenance Program</li> </ul> <p><u>When a Priority 1 Incident occurs:</u></p> <ul style="list-style-type: none"> <li>• Responds to Emergency Call-Out instructions (<i>Note: on-site repairs only possible during daylight hours</i>)</li> <li>• Holds sufficient spares and/or swap out units to uphold Maximum Restore Time requirements</li> <li>• Reports on root cause of all Incidents, and steps taken to restore Normal Service</li> </ul>
1 <sup>st</sup> Level Support	<ul style="list-style-type: none"> <li>• Undertakes 1<sup>st</sup> level support, except for Priority 1 Incidents out of Business Hours</li> </ul>	<ul style="list-style-type: none"> <li>• Provides 1st Level Support for Priority 1 Incidents outside of Business Hours (Emergency Call-Out)</li> </ul>

2 <sup>nd</sup> Level Support	<ul style="list-style-type: none"> <li>• Undertakes 2<sup>nd</sup> Level support</li> <li>• Instructs Contractor</li> </ul>	<ul style="list-style-type: none"> <li>• Provides 2nd Level Support on request, including Emergency Call-out for Priority 1 Incidents</li> </ul>
3 <sup>rd</sup> Level Support	<ul style="list-style-type: none"> <li>• Instructs Contractor</li> </ul>	<ul style="list-style-type: none"> <li>• Acts as channel to the OEM in the event of intractable problems</li> </ul>
Support of NMS	<ul style="list-style-type: none"> <li>• Provides order for support of NMS system, including associated equipment</li> <li>• Monitors the availability of the NMS system</li> </ul>	<ul style="list-style-type: none"> <li>• Provides 1st, 2nd and 3rd Level Support for NMS and associated equipment</li> <li>• Supports the software (licencing, patches, updates) of the NMS (1<sup>st</sup> level support)</li> <li>• Supports and maintains the hardware (server or appliance) that the NMS runs on (1<sup>st</sup> level support)</li> </ul>
Reporting	<ul style="list-style-type: none"> <li>• Monitors the performance of the Contractor</li> <li>• Calls Service Review Meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Comments on actual Performance Metrics when required</li> <li>• Attends Service Review Meetings</li> </ul>

Other roles that impact the performance of the Vendor

#### **System Integrator**

- Aware / involved in the detailed planning of new links / upgrades to existing links
- Integrates new / upgraded links to MPLS and into the MAN

#### **Network Manager**

- Monitors the overall availability and performance of the MAN, and the availability and performance of specific network links, including wireless links
- Provides 1st Level network support
- Configures the MAN and its “access networks” to support the City’s telecommunications products, and provisions the MAN to fulfil specific service requests
- Refers network availability and performance issues related to wireless links to the Radio Networks Division

#### **Telecoms Operations Centre (TOC)**

- Monitors the overall availability and performance of the MAN, and the availability and performance of specific network links, including wireless links
- Alerts the Network Manager of Incidents
- Alerts the Radio Networks Division of Incidents related to wireless links
- Escalates Priority 1 Incidents that occur outside of Business Hours to the Wireless Equipment Vendor
- Coordinates and tracks Incident response and resolutions
- Provides reports on the overall availability and performance of the MAN, and on Incidents

#### **Performance Elements - overview**

*Note:* this section only refers to Performance Elements that are measured; it is not a list of all of the responsibilities of the Contractor.

1. Contract administration
  - a. Contract information
- Provides contact details for all key staff, and ensures that this information is maintained (up to date)
  - b. Procurement process

- Follows the City's procurement process, including signature of delivery notes and service entry sheets
  - c. Project Quotations
- Provides accurate quotations for goods and services within the specified time
- 2. Equipment installation
  - a. Guarantees
- Provides and uphold guarantees on equipment and workmanship
- 3. Support and Maintenance (wireless equipment)
  - a. *Ad hoc* Support & Maintenance (as Equipment Vendor)
- Performs requested activities
  - b. Routine Support & Maintenance (as Equipment Vendor)
- Prepares a Support & Maintenance Program
- Performs scheduled activities
  - c. Emergency Repairs (as Equipment Vendor)
- Incident Response
  - i. Response time
  - ii. Restore time (Maximum and Mean)
  - d. Access to OEM support (as Equipment Vendor)
- Availability
- Issue resolution time
- 4. Support and Maintenance (NMS)
  - a. Provides and uphold guarantees on NMS software and hardware
  - b. Responds to NMS related Incidents
- Incident Response
  - i. Response time
  - ii. Restore time
  - c. Access to OEM support (as NMS Vendor)
- Issue resolution time
- 5. Contract Management (all roles)
  - a. Comments on reports produced by the MAN Network Manager and/or the TOC and/or the Radio Networks Division
  - b. Review Meetings
- Attends and participates

### 13.14.3. Performance Measures and Metrics – Detail

#### 13.14.3.1 Contact Information

Upon Award of the contract, the Contractor shall provide the City with the contact information of its key staff (or their equivalent) as follows:

<b>Title</b>	<b>Functional role</b>	<b>Contact information required</b>
Client liaison / account manager	Liaises with the City on all matters relating to new orders, return of specifications and quotations, issue of Purchase Orders, acceptance or Works Orders, and completion / payment certificates Expedites orders Addresses problems, complaints and faults	Name Formal job title Telephone number (s) Email address Physical address of office
Works scheduling and project manager	Accepts and processes Purchase Orders issued by the City; schedules works projects in conjunction with the City; ensure that all project close out or works completion documentation is properly prepared and submitted	Name Formal title Telephone number (s) Email address
Debtor clerk	Issues invoices for payment by the City; addresses issues related to payment	Name Formal job title Telephone number (s) Email address
Branch or Regional Manager (escalation level 1)	The person immediately senior to the above staff, to whom service-related or contract-related issues should be escalated if unresolved by them	Name Formal job title Telephone number (s) Email address Physical address of office
Company manager or CEO (escalation level 2)	The most senior executive of the company to whom serious unresolved issues may be escalated; if the company operates internationally or is owned by an company operating from outside of South Africa, then the most senior country manager	Name Formal job title Telephone number (s) Email address Physical address of office

*Note:* this information is required for on-boarding of the Vendor by the TOC.

### 13.14.3.2 Procurement Process

Upon Award of a Contract the Contractor shall familiarise itself with the City Procurement and Payment processes and ensure adherence to them.

The City's general process for the procurement and ordering of goods and services is illustrated by the following flow-chart (Figure 1):

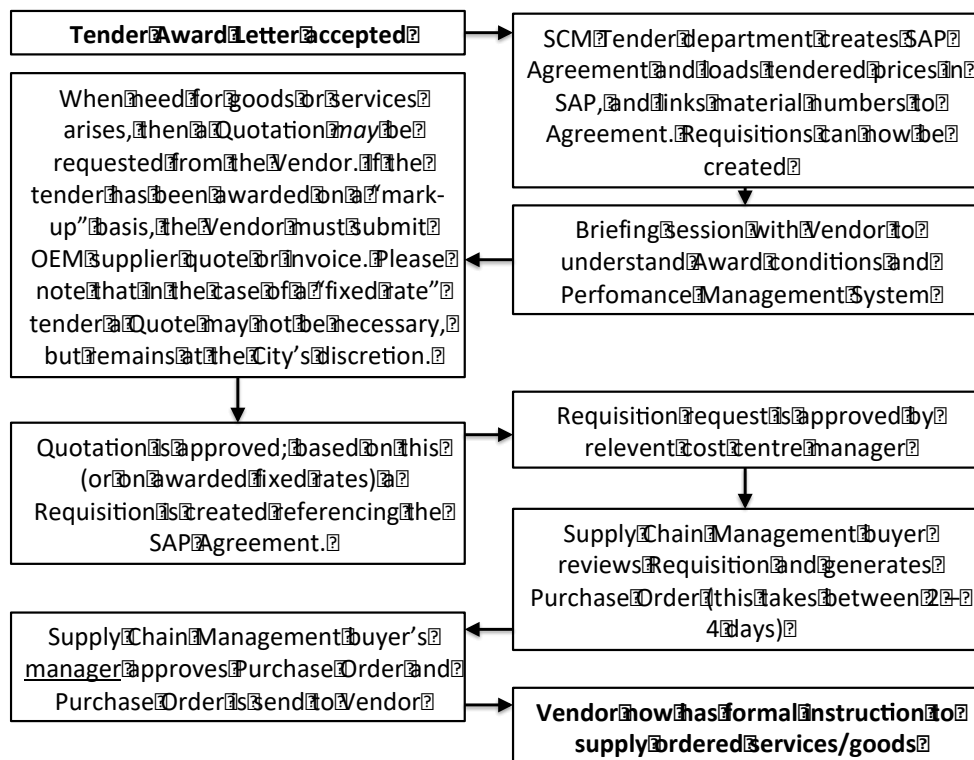


Figure 1: Schematic illustration of the City's Procurement, Requisition and Ordering process

The City's general process for the Payment for goods and services is illustrated by the following flow-chart (Figure 2):

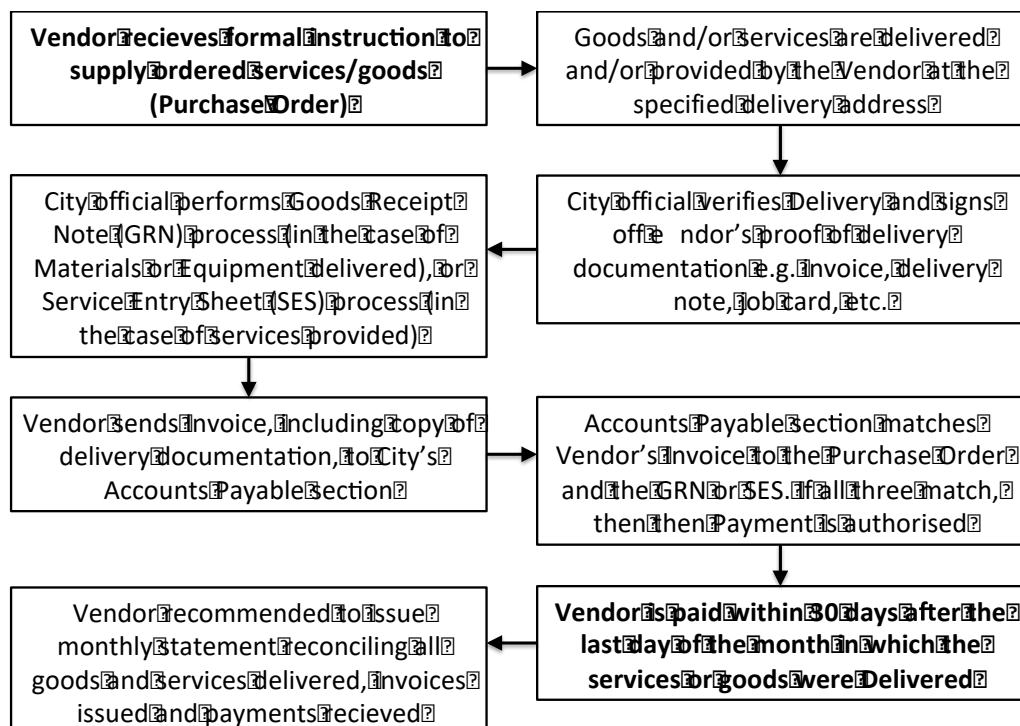


Figure 2: Schematic illustration of the City's goods/services receiving and payment process

#### 13.14.4.1. **Project Quotations**

When the City requires a new installation or upgrade, the Contractor is required and expected to meet with representatives of the City to understand and document the City's requirements. Once these requirements have been agreed, then the Contractor must prepare a detailed specification (including the networking requirements to be provided by the City), and project plan for the management of the work to be done. This must be accompanied by a Quotation based on the tendered rates, including OEM quotations or price lists as evidence of the cost price upon which the Contractor's Mark-ups are based.

#### 13.14.4.2. **Guarantee**

All equipment, parts and materials supplied, and work performed by the Contractor shall be guaranteed for a period of at least twelve (12) months from the final installation date. Installed equipment, materials and systems must be repaired or replaced at no cost to the City, if found to not be of the specified quality and/or durability, resulting in equipment failure or sub-optimal performance. The cost of this Guarantee shall be included in the tenderer's quoted price for each new installation.

In the event that delivered and/or installed equipment, materials and or systems fails in terms of the guarantee then the Contractor shall:

- Verify the occurrence of the failure
- Confirm that the failure falls within the terms of the Guarantee
- Repair or replace the faulty item, as per the terms of the Guarantee

#### 13.14.4.3. **Support & Maintenance Services/ Technical Support Help Desk**

Support & Maintenance of all installed radios (including legacy equipment) system shall be provided by the Contractor in terms of the hourly rates and unit prices tendered (except when provided in fulfilment of the Guarantee). Such Support & Maintenance services may be provided either:

1. As and when required, either in fulfilment of a Guarantee, or on the basis of a service request and subsequent quotation using the unit prices and hourly rates tendered.
2. As part of a Support & Maintenance Program

##### **Support & Maintenance Program**

When required, such program will be cover some or all of the installed radios, and may consist of either recurrent scheduled activities as proposed by the Contractor and approved by the City, and/or provision for Emergency Repairs. The Contractor will prepare such a Support & Maintenance Program within seven days of receipt of a Purchase Order issued for the purpose. The Support & Maintenance Program will be remunerated using the unit prices and hourly rates tendered.

If, during the course of a Support & Maintenance Program, the Contractor identifies equipment or material failures and / or other corrective maintenance work required, that are outside of the scope of the Support & Maintenance Program's activities, then the Contractor will first bring this to the attention of the City, and gain approval (in the form of a Purchase Order or Works Order) before undertaking the

work or otherwise incurring any expense. The City will oversee the delivery of each Support & Maintenance Program to ensure that the specified work is completed, and that the specified work is

### **Summary**

#### **Support, Maintenance and Emergency Repairs**

By default, the Contractor is required to undertake Support & Maintenance activities as and when required, including 2nd Level Support. Such work will only be required to be done during Daylight, Business Hours, and will be remunerated at the tendered rates. This work does not include providing an Emergency Repair Service.

At its discretion, the City may require the Contractor to provide Support & Maintenance activities on a scheduled basis. At its further discretion, the City may require the Support & Maintenance Program to include an Emergency Repair service. This requires the Contractor to ensure that a technician is available on "stand-by" to respond to Critical Incidents 24 hours a day. The Price Schedule includes a line item to enable the Contractor to recover the cost.

If an Emergency Repair service is contracted, then the Contractor will be expected to provide 1<sup>st</sup> Level Support outside of Business Hours, as well as 2<sup>nd</sup> Level Support 24 hours per day.

In the event that a Critical Incident that occurs outside of Business Hours, then the technician will be required to investigate the root cause of the Incident (1<sup>st</sup> Level Support), and subsequently provide 2<sup>nd</sup> Level Support by addressing the fault and returning the affected link to normal service as soon as possible. This may be achieved either remotely, or may require a site visit. The cost of this work will remunerated at the tendered rates.

Whenever Emergency Repairs are needed, the Critical Incident process must be followed. This involves logging at least the time when the Incident occurred, the Call-Out Time, the Restore Time, and the Incident Time. If an on-site visit is necessary, then the start of the Restore Time will depend on the Response Time, which is subject to:

1. The time of day. On site repair work is generally only possible during Daylight Hours.
2. Access. Access to the affected radio equipment may be limited by the ability of the City, or some other authority, to provide the necessary permissions and facilitate physical entry.

The cost of the repair work will be remunerated at the tendered rates.

done according to the approved schedule.

### **Technical Support**

Tenderers are required to have a 24 hour technical support help desk for the duration of the contract.

#### **13.14.4.4. Emergency Repairs**

Emergency Repairs are only required in the event of a Priority 1 (Critical) Incident affecting a Critical Link. The City will only require the Contractor to undertake Emergency Repairs as part of a Support & Maintenance Program. Non-critical repair work that is not covered by a Support & Maintenance Program will be addressed using the *ad hoc* maintenance process.

In the event of a Critical Incident, the City may require the Contractor to attend to the fault on an urgent basis (2nd Level Support). The Contractor should be sufficiently capacitated and prepared to respond.

The process of resolution of a Critical Incident recognises the following events and milestones:

- Call-Out Time: the point in time when the Contractor is alerted to a Critical Incident.
- Response Time (only applicable when the response to an Incident necessitates work to be done on site): when Emergency Repairs require work to be done on site, the Response Time is elapsed time between call-out by the City (Call-Out Time) and arrival of the Contractors' staff on site ('Arrival Time')

*Note:* when the resolution of a Priority 1 Incident requires work to be done at the site of an installed radio (i.e. service cannot be restored remotely), then the Arrival Time shall be delayed until:

1. Daylight Hours. The City has no expectation that on-site repair work should be carried out during hours of darkness.
  2. Access to the site is provided, including any necessary permissions, as well as physical entry (e.g. availability of keys etc.)
- Restore Time:
    - When Emergency Repairs can be done remotely: the elapsed time between Call-Out Time and the restoration of Normal Service
    - When Emergency Repairs require work to be done on site: the elapsed time between arrival on

site and the restoration of Normal Service

- **Repair Time:** when Emergency Repairs require work to be done on site, the Repair Time the elapsed time between the Arrival Time and the completion of any necessary Emergency Repair work after the restoration of Normal Service
- **Re-instate Time:** when Emergency Repairs require work to be done on site, the Re-instate Time elapsed time between completion of the necessary Emergency Repair work, and the re-instatement of any fittings, brackets, cable ducts or conduits, surfaces or other elements of the installation to their original condition. This re-instatement work can be done at the Contractor's convenience during subsequent Business Hours
- **Incident Time:** the total elapsed period of time between call-out and the closure of the Incident, including the completion of any re-instatement work that may have been necessary

The relationship between these events and milestones is illustrated by the diagrams below (figures 3 and 4).

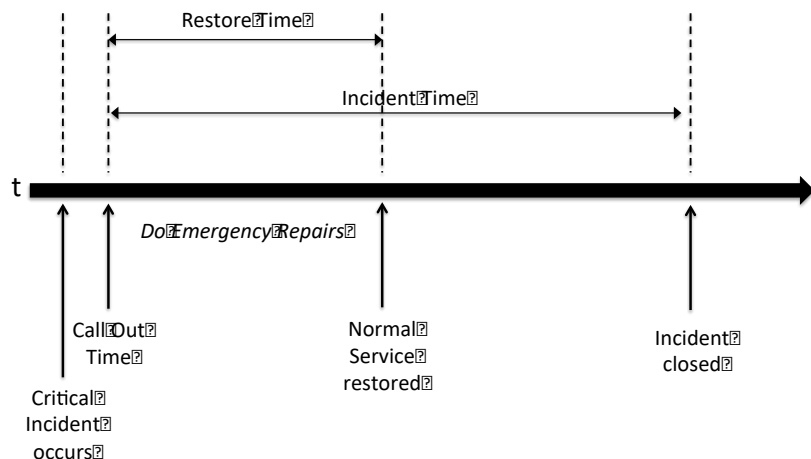


Figure 3: Events and milestones during the management of a Critical Incident that can be repaired remotely

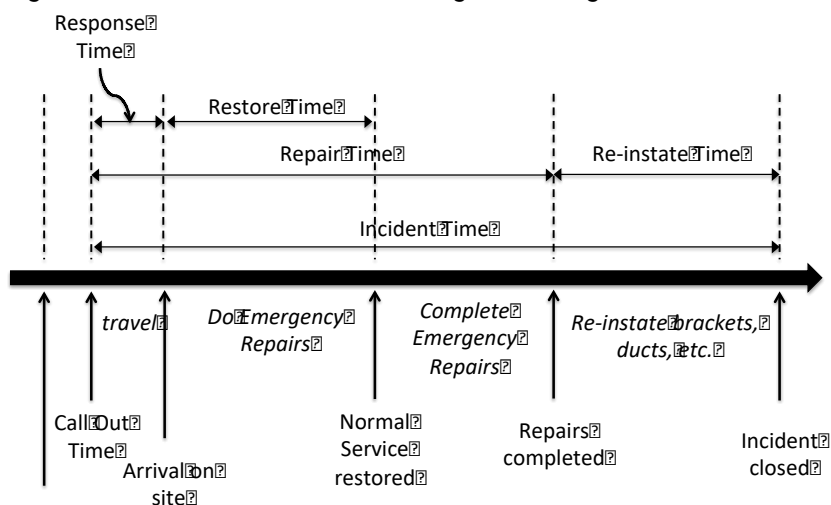


Figure 4: Events and milestones during the management of a Critical Incident that requires on-site work

In either case, the Contractor is expected to achieve a Restore Time, when Normal Service is restored (i.e. the failed radio and/or system is operational and functioning normally) within six hours ("the Maximum Time To Restore"). Immediate repairs may take longer than this; further it may be necessary for the Contractor to return to the site to re-instate any damage incurred either as a result of the failure or during the course of the repairs.

Incidents that are the consequence of the failure of the network to which the radio system is connected, and which it uses for signal transport, are the responsibility of the City. Incidents of this nature will not affect the performance metrics of the Contractor.

Note that although the Contractor is expected to have access to the NMS, it is not required to continuously monitor the uptime of each radio, or radio system, or the communications network that supports it. Incidents that affect radio availability will either be identified by the system users and reported to the Telecommunications Operations Centre (TOC) operated by the Telecommunications Branch, or identified using the SNMP system (*Spectrum*) that the TOC uses to monitor the availability of each networked radio. 1<sup>st</sup> Level Support procedures will determine the initial root cause, and communicate with either: (1) in the case of a network-related fault (which the TOC will have identified anyway), the relevant network support engineers; or (2) in the case of radio or radio system related fault, the Contractor will be alerted *provided that* a Support & Maintenance Program which includes an Emergency Repair Service is included. If no Support & Maintenance Program is in force, then the Contractor should undertake the necessary repairs

only after a service request has been issued in terms of the *ad hoc* maintenance process.

If the Contractor is called out to respond to an Incident that, on investigation, turns out to be due to a fault with the underlying network (including switches and other equipment), then (1) any resulting downtime will not affect the performance metrics of the Contractor, and (2) the time charge may still be invoiced.

#### **13.14.4.5. OEM Support**

The Contractor, as the vendor for the installed equipment, is considered to be the conduit for all operational matters relating to licencing, software patches, firmware upgrades etc., and also for accessing 3rd Level Support in the event of an a support issue or fault that cannot be resolved by the Contractor itself on the existing and new wireless network. Maximum Issue Resolution Time is 48 hours.

The Contractor is therefore required to have access to the relevant OEMs for the radio and related equipment and systems, either directly or through the South African agents.

#### **13.14.4.6. Availability**

The combined effect of the above Guarantee, Support & Maintenance Services, Emergency Repair process, and OEM Support is intended to achieve a high level of availability of the wireless links; this availability may apply to each individual radio, or a radio system linking two or more particular sites, or an entire system of radios installed at multiple sites.

The intention of the City is to measure both the Availability of each wireless link individually, and the overall Average Availability of its all of the wireless links in the MAN. Availability of less than the target metric will be investigated to see which particular incidents caused this. Understanding the root cause of these incidents should indicate interventions to prevent them from recurring.

Availability is that portion of a Calendar Month during which a device (i.e. radio, or some other critical item of wireless system related equipment) is functional and an active part of a wireless link.

$$\text{Availability (\%)} = 1 - \left( \frac{\text{Downtime in the month under review}}{\text{Total minutes in the month under review}} \right) \times 100$$

- and so:

$$\text{Average Availability} = \frac{\text{Availability of all wireless links in the MAN}}{\text{Number of wireless links in the MAN}}$$

The combined effect of the Guarantee, Support & Maintenance Services, Emergency Repair process (in procured), and OEM Support is intended to produce an individual link Availability of at least 98% (all hours) and overall Average Availability of at least 99%. This means that any given link should be unavailable for no more than  $\pm$ fourteen and a half hours in an average month (which may be the cumulative total of several separate periods of Downtime). This total includes scheduled allowable downtime (for any necessary support or maintenance) as well as downtime due to Critical Incidents.

Availability will be tracked and calculated monthly by the City, and reported to the Contractor. If Average Availability is lower than 99% in given month, then the City and the Contractor shall jointly investigate the cause, and if found to be due to a failure on the part of the Contractor in terms of this Performance Management System then the Contractor may be penalised for the relevant infringements.

#### **13.14.4.7. Reporting**

Whilst the City will track the performance of the Contractor in terms of these Performance Elements, the Contractor is also required to record quotations, performance against project plans, support and maintenance tasks, response and repair times, and other measures for which it is directly responsible, for tabling and discussion at Review Meetings. If required to comment on reporting statistics produced by the City, the Contractor is expected to do so within three Business Days.

#### **13.14.4.8. Review Meetings**

The City will regularly call and hold Review Meeting, not more than once per month. At these meetings, the performance of the Contractor in terms of these performance elements and the related measures and metrics will be presented and discussed, and any Penalties agreed. The status of current and proposed projects, outstanding quotations and orders, and other account-related matters may also be discussed.

Attendance at such Review Meetings is itself required in terms of this performance management system.

### **13.14.5 CHANGE OF SUPPLIER/MANUFACTURER:**

The Contractor is required to formally request a change of supplier or manufacturer to the contract manager, providing documentation supporting the proposed change at least two weeks before the intended effective date. The contract manager will evaluate the request and will communicate its decision in writing via mail to the Contractor. The authority for approval rest with the contracts manager.

The effective date of the supplier/manufacturer change will be determined as follows: If approved, it will be the date specified in the written authorization from the contract manager.

The contractor will only be able to request a change to supplier/manufacturer once every 2 calendar months or as approved by the contract manager.

It is essential for the Contractor to understand that changing suppliers or manufacturers without obtaining prior approval from the City constitutes a breach of the contract.

### 13.14.6 Performance Measures and Metrics

#	Performance Element	Performance Measure	Performance Metric
1	Contact Information	Schedule of Contact Information for key staff maintained at all times	Contact details are accurate, complete and current, as measured by random check. Changes in the key staff is communicated timeously
2	Procurement Process	Adherence to the City's order, delivery, and payment processes	As evidenced by date stamp on Purchase Orders, GRN, SES, invoices and any other official document. Maximum 6 weeks lead time for all planned projects material deliveries. Maximum 5 working days for emergency repair material (NB: Tenderer to maintain emergency stock of 2 ODU radios for 1-link at all times)
3	Project Quotations	Provide detailed project specifications and quotation	Delivered by the end of the fourteenth (4 <sup>th</sup> ) Business Day after the day that the City's requirements are provided, as evidenced by email date stamp
4	Guarantee	Guarantee (repair or replace) on all equipment, parts and labour, on completion of each new installation	Twelve (12) Calendar Months from date of acceptance of each new installation
5	Support & Maintenance Program	Provide <i>ad hoc</i> Support & Maintenance Services	Performed in terms of quotation provided
		Prepare Support and Maintenance Program	Delivered by the end of the seventh (7 <sup>th</sup> ) Business Day after the date of request, as evidenced by email date stamp
		Adherence to the approved Support and Maintenance Program	Requested activities performed within 24 hours of scheduled date, as evidenced by SES date and time
6	Emergency Repairs	Response Time: arrival on site (when needed)	Business Hours: ≤ two (2) hours excluding any hours not in Daylight Hours (subject to access being provided)
			Any other time: ≤ four (4) hours excluding any hours not in Daylight Hours (subject to access being provided)
		Maximum and Mean Time To Restore	
		Maximum Time To Restore (excludes hours not in Daylight hours for work on site, if remote repair is not possible, subject to access)	Normal Service restored ≤ six (6) hours from Call-Out Time (remote repairs) or from arrival on site, which ever comes later
		Mean Time To Restore (excludes hours not in Daylight hours for work on site, if remote repair is not possible, subject to access)	Normal Service restored ≤ four (4) hours (moving twelve month average)
7	OEM support	Availability of support	Always available when requested
		Issue Resolution Time (3 <sup>rd</sup> Level Support)	≤ 48 hours (excludes time for replacement of components and parts)
8	Availability	Average uptime of all wireless links in the Metro Area Network (Branch target only)	≥ 99% all hours (average of all wireless links) <i>Note:</i> Vendor will not be held directly responsible
9	Reporting	Comments on reports produced by the MAN Network Manager and/or the TOC	Within three full Business Days, as evidenced by as evidenced by email date

#	Performance Element	Performance Measure	Performance Metric
		and/or the Radio Networks Division	stamp
10	Review Meetings	Attendance by the Client Liaison / Account Manager at scheduled Review Meetings	As evidenced by signed meeting minutes or attendance register

### 13.14.7 Delivery

The City requires the Tenderer to ensure that any goods ordered in this tender are to be delivered to the City within a period not exceeding 8 to 12 weeks from date of purchase order. In the case of unforeseen issues causing late delivery, it the responsibility of the Supplier to timeously inform the City if the goods ordered will not meet the contract delivery period.

### 13.14.8 DECLARATION OF COMPLIANCE

	Comply	Not Comply
The bidder declares by <b>indicating with an "X"</b> in either the "COMPLY" or "NOT COMPLY" column that –		
(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in the (13) Specifications above; AND		
(b) Each and every requirement specification is substantiated by evidence as proof of compliance.		

### 13.14.9 Skills Transfer and Training

- Tenderers shall provide skills transfer to enable the City staff to effectively operate and maintain the broadband radio infrastructure and all its components.
- Tenderers shall provide formal training when required and include in the cost of training any travel costs associated with travelling to Cape Town (if not local) for the vendors' training staff. No explicit travel costs will be paid
- Training shall consist of:
  - In depth OEM training to enable technical staff to undertake planning, fault finding, maintenance, trouble shooting and repair work on the wireless equipment and NMS.
  - Fall Arrest and Climbing certification when required.
  - CCNA, or equivalent, networking training to allow technicians to undertake their own network fault-finding.

## 14. TRADE NAMES OR PROPRIETARY PRODUCTS

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

## 15. EMPLOYMENT OF SECURITY PERSONNEL

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

## 16. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report ( **Annexed**).

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

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

[illegible]

## MONTHLY PROJECT LABOUR REPORT

## BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year    Month		Sheet 1    of		
--------------------------------------	--	--	--	---------------	--	------------------	--	--

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0                      0 R                      -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			