



CLUSTER

Office of the City Manager

UNIT

Information Management Unit (IMU)

DEPARTMENT

Networks and Telecommunications and Electronics
Department

PROCUREMENT DOCUMENT GOODS / SERVICES

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

Tender No: 1i-32079

Title: Installation and Maintenance of eThekweni Municipality Traditional Fibre Infrastructure

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: A Compulsory Clarification Meeting will be held 41 Margaret Mncadi, Rennie House, 4th Floor, Durban 4001 on 24 November 2025 at 10:00 am. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 23 January 2026.

SSS Queries can be addressed to: Aveer Banwarilal/Lindo Dlamini; Tel: 031 3227133 / 031 3227153; Email: Supplier.selfservice@durban.gov.za

General / Contractual: Senzo Ngesi; Tel: 031 322 8243; eMail: senzo.ngesi@durban.gov.za

Technical: Xolani Sibiyi; Tel 031 322 9523; email: Xolani.Sibiyi@durban.gov.za and Yunus Shaik; Tel 031 322 9504; email: Yunus.Shaik@durban.gov.za

DELIVERY OF TENDERS

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

Closing Date: Friday, 30 January 2026

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Networks and Telecommunications and Electronics Department

Issued: October 2025

Document Version: 24/02/2023(b)

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)

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SECTION 1: GENERAL INFORMATION

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

TENDER No.: 1i-32079

DESCRIPTION: **Installation and Maintenance of eThekwini Municipality Traditional Fibre Infrastructure**

CLOSING DATE / TIME: **Friday, 30 January 2026 at 11:00am**

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

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

Electronically downloaded documentation should be printed by the tenderer.

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

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

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

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

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

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

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

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

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

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

-

-

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekweni Municipality's supplier database?** YES / NO

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

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?** YES / NO

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

Insert a SARS Tax Compliance Status PIN

Is your entity VAT registered? YES / NO

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

Has a **Declaration of Municipal Fees** been submitted? YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted? YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted? YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted? YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted? YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted? YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission. YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

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

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

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

2. CONDITIONS OF TENDER & CONTRACT

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

Complete Acceptance of Conditions

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

3. TENDER INFORMATION

(1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer's* opinion, are to the *Municipality's* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

(2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

(3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the *SCT*.

(4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the *SCT*. Failure to attend a compulsory briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. *Tenders* will only be evaluated from those tendering entities appearing on the attendance list.

(5) Closing Date and Delivery of Tender Submissions

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

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

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

(6) Tender Validity and Withdrawal of Tenders

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

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

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

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

(5) Municipal Bidding Documents (which includes):

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

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

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

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

(b) Signing of Official Tender Form

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

(c) Authority of Signatory

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

(d) Differences or Discrepancies

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

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

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

6. SAMPLES

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

7. MANUFACTURERS

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

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

8. CLARIFICATION

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

9. PRICING

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

(1) Nett Prices

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

(2) Unit Prices

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

(3) Firm Tenders

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

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

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

10. ESTIMATED QUANTITIES

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

11. DELIVERY, RISK, PACKAGES, ETC

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

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

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

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

12. RATES OF EXCHANGE

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

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

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

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

13. IMPORT PERMITS

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

14. EVALUATION PROCESS

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

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

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

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

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

(1) Evaluation points awarded for the financial offer:

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

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

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

GOODS and SERVICES

The financial offer will be scored using the formula:

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

Where the value of W is:

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

(b) **P_{max}** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P_{min}** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

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

(2) Evaluation points awarded for preference:

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

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS

(1) Bribery

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

(2) Communication, Councillors and Officials

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

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

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

16. NEGOTIATIONS WITH PREFERRED BIDDERS

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

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

17. CANCELLATION OF TENDER PROCESS

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

18. ACCEPTANCE OF BID

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

19. PAYMENT and FACTORING

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

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

20. APPEALS

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

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

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

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

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

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 91 pages. If an electronic version is downloaded from the internet the entire document is to be printed on A4 sized paper and appropriately bound.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

NO hard copy versions of the tender documentation are available, only soft copy document will be available. The soft copies can be obtainable in the following platforms NT etenders portal and also be available on the Municipality's vender portal.

Tender documents together with one soft copy (either a disk or memory stick) to be submitted on or before 11:00 am on the closing date.

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

SSS Queries can be addressed to:

Aveer Banwarilal/Lindo Dlamini; Tel: 031 3227133 / 031 3227153; Email: Supplier.selfservice@durban.gov.za

General and Contractual Queries are to be directed to:

Senzo Ngesi; Tel: 031 322 8243; eMail: senzo.ngesi@durban.gov.za

Technical Queries are to be directed to:

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

SCT 3(4) TENDER INFORMATION: Briefing Session

A Compulsory Clarification Meeting will be held 41 Margaret Mncadi, Rennie House,4th Floor, Durban 4001 on 24 November 2025 at 10:00 am. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 23 January 2026.

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

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 30 January 2026 at 11:00am**.

Bidders must submit a "hard copy" submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

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

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

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Additional returnable schedules, forms, certificates

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

SCT 14 EVALUATION PROCESS**14.1 Mandatory Requirements**

Criteria	Yes Or NO?	If Yes, provide proof and reference where it can be found in your response.
<p>1. Bidder must have a minimum of 4 fibre optic Technicians installers.</p> <p>Requirements:</p> <ul style="list-style-type: none"> ➤ Certifications as certified fibre optic installer (min 4 technicians) ➤ CV of each technician with three years relevant experience. ➤ Reference letter for each technician not older than 3 months 		

<p>2. Tenderer must have at least three years' experience in installation, maintenance, and support of Traditional fibre optic network in a large-scale environment within the last 5 years. (5km or more)</p> <p>Requirements:</p> <ul style="list-style-type: none"> ➤ Relevant appointment letters, reference letters and Completion certificates <p>To prove installation of fibre optics in a large-scale environment of 5 kilometres or more.</p>		
---	--	--

Note: Service providers will be disqualified and not proceed to further evaluation should they not meet the mandatory requirements.

SCT 14 **EVALUATION PROCESS**

14.1 **Price and Preference**

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

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified Regulation 5.1.

14.2 **Preference Point System and Specific Goals**

The definitions as per the SCM Policy are applicable.

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document **MBD 6.1: "Preference Points Claim Form"** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

Ownership Goal

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

Goal Weighting 30%		
Ownership Categories	Criteria	90/10
Race: Black (w1)	0%	0
	>0% and <51%	0.4
	≥51% and <100%	0.7
	100%	1
Gender: Female (w2)	0%	0
	>0% and <51%	0.4
	≥51% and <100%	0.7
	100%	1
Youth (w3)	0%	0
	>0% and <51%	0.4
	≥51% and <100%	0.7
	100%	1
TOTAL POINTS		3
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. 		
The Category Weightings of the Ownership Categories will be: $w1 = 40\%$, $w2=30\%$, $w3=30\%$ (where: $w1 + w2 + w3 = 100\%$)		

RDP Goal: The promotion of South African owned enterprises

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

Goal Weighting 40%	
Location	90/10
Not in South Africa	0
South Africa	1.6
KZN	2.8
ETM	4
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • CSD report 	

RDP Goal: The promotion SMMEs owned by Black People – Contracts > R5m

The tendering entity's **Commitment to Sub-Contracting** (to Sub-Contractors conforming to the specified ownership demographics) the **percentage works**, as specified below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 30%	
Contract Participation Goal	90/10
Sub-contracting 0%	0
Sub-contracting <25%	1.2
Sub-contracting 25%	2.1
Sub-contracting \geq 25% and <50%	3
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)	
<ul style="list-style-type: none"> • Sub-contracting (% work to be allocated) 	

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

ACT 1 ELIGIBILITY – CSD REGISTRATION

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

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

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

ACT 2 PRICING INSTRUCTION

Tenderers who deviate from the prescribed pricing schedule (section 8) will be disqualified and not considered for further evaluation.

ACT 3 APPOINTMENTS OF SERVICE PROVIDERS

It is the intention of the Municipality to appoint more than one service providers subject to them meeting the mandatory requirements.

The Municipality reserve the right to engage in negotiation in terms of Section 24 of the Supply Chain Management Policy.

SECTION 4: RETURNABLE TENDER DOCUMENTS

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

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

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

1) AUTHORITY OF SIGNATORY

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

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

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

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

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. **1i-32079** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

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

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

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

Declaration by Tenderer

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

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

5(a) MBD 4: DECLARATION OF INTEREST**NOTES**

MSCM Regulations: "in the service of the state" means to be:

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

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.1 Name of enterprise

Name of enterprise's representative

3.2 ID Number of enterprise's representative

3.3 Position enterprise's representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

3.9 Have you been in the service of the state for the past twelve months?

If yes, furnish particulars:

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

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

YES

NO

If yes, furnish particulars:

.....

.....

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

YES

NO

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

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

If yes, furnish particulars:

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

2.1 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

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

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

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, the municipality must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

The Specific Goals to be allocated points in terms of this tender		Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)		3	
Ownership Goal: Gender (female)			
Ownership Goal: Youth			
RDP Goal: The promotion of South African owned enterprises.		4	
RDP Goal: The promotion of SMMEs owned by Black People (contracts >R5m)		3	
Total CLAIMED Points (10 Maximum)			

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

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NAME (Block Capitals):

Date

SIGNATURE:

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

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

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

-
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.

 8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals):

Date

SIGNATURE:

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

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

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms [specified in the contract](#).

11. Insurance

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

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 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
 - training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 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;
 - in the event of termination of production of the spare parts:
 - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

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

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

SCC 1.2 **CONTRACT**

This is a 36 months contract.

SCC 7.1 **PERFORMANCE SECURITY**

The liability of the Performance Security shall be Nil.

SCC 16.1 **PAYMENT**

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

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

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

SCC 17 **PRICES**

Prices for year 1 are fixed and in year 2 and year 3 pricing will be subject to annual CPI adjustments. The request for price adjustments must be submitted a month prior by the Bid Adjudication Committee.

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

The time schedule for the delivery of goods and performance of services will be as per agreed project plan which will be agreed to between the service provider and the employer after each order has been placed.

Priority	description	updates	Repair Time
P1	Core	hourly	4 hours
P2	Distribution	hourly	6 hours
P3	Last mine	hourly	8 hours
P4	other	daily	8 hours

SCC 22.1 **PENALTIES**

"If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price (as a penalty):

- A penalty of **5%** of the order value for each day delivery is delayed.

ADDITIONAL CONDITIONS OF CONTRACT

ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS

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

ACC2 QUALITY OF PRODUCTS

No inferior products will be accepted under this enquiry.

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

ACC3 SATISFACTORY PERFORMANCE

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

ACC4 OCCUPATIONAL INJURIES AND DISEASES ACT

This act replaces the Workmen's Compensation Act:

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

ACC5 DAMAGE TO PERSONS AND PROPERTY

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

ACC6 RATE OF EXCHANGE VARIATION

Where the goods are imported the Contractor shall within seven days of date of Official Purchase Order, arrange through his bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The Contractor shall notify the Municipality as soon

as possible thereafter regarding the rate which has been fixed on such forward exchange. The forward cover shall be from a reputable South African bank. The Contractor is to confirm with the employer prior to placing forward cover if the service provider is acceptable.

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

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

ACC7 **SERVICE PROVIDERS STAFF COMPLIMENT**

The Service Provider must have at times for the duration of the contract period a staff compliment with similar qualifications, expertise and experience as required in the conditions of tender (see SCT 14.1)

ACC8 **SERVICE PROVIDER OFFICE REQUIREMENTS**

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

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SERVICES

Scope of Services



TECHNICAL SPECIFICATION

**Installation and Maintenance of eThekweni
Municipality's Traditional Fibre Optic
Infrastructure for a period of 36 months**

Contract 1i-32079

DEFINITION

24X7X2 means the service level required will be 24 hours a day, 7 days a week with a 2 hour response time. Four (4) hours to repair is required.

8X5X4 means the service level required will be during office hours 5 days a week with a 4 hour response time and 8 hours to repair.

- **Bush Cutting**

Bush cutting is used where excessive amounts of bush or tree branches are impeding the fibre optic cables or route.

This is charged per linear or vertical meter cut.

1. Trenching and backfilling of trench including pilot holes

This activity is broken down into sections depending on the density and difficulty of the ground worked on:

1.1. Soft Soil

Soft soil is small to medium sized rocks that can be easily excavated by shovel and pick.

1.2. Normal Soil (Pickable)

Normal Soil (Pickable) is ground that can be mostly excavated by hand with a pick, with medium sized rocks.

1.3. Normal Soil

Normal Soil is ground that will require a combination of excavation by pick but will required sections to be removed using machinery.

1.4. Hard Soil (Pickable)

Hard Soil is ground that is densely packed, but which can mostly be excavated by hand with a pick.

1.5. Hard Soil

Hard Soil is ground with will mostly require machinery to excavate a trench.

The width and depth of the trenches are further broken down depending on the specifications required by eThekwin Municipality's internal departments:

- Municipal Fibre Trench: 400mm x 800mm x 1000mm (WxDxL)
- Electricity Specification (Pickable) : 300mm x 1000mm x 1000mm (WxDxL)
- Electricity Specification (Non-Pickable): 300mm x 700mm x 1000mm (WxDxL)

2. Excavation of trial pit

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

3. **Rock Excavation**

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

4. **Bedding and Padding**

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

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

5. **Ducting Supply & Install**

5.1. **110mm Underground Tubes**

Communication Tubing installed between the last manholes positions on each side of an underground communication route must be 110mm diameter, black, (HDPE) high-density polyethylene tubing with rodent repellent additives (DN110).

Sections of HDPE tubing must be joined using watertight pipe couplers.

5.2. **Micro ducts Underground Tubes**

Micro ducts Communication Tubing installed between the last manhole positions on each side of an underground communication route must be:

Micro ducts with 10mm Inner Diameter, light blue in colour:

- 7 Way micro duct 12/10mm or 14/10mm. (Armoured or HDPE rodent repellent additives)
- 4 Way micro duct 12/10mm or 14/10mm. (Armoured or HDPE rodent repellent additives)
- 2 Way micro duct 12/10mm or 14/10mm. (Armoured or HDPE rodent repellent additives)

Sections of tubing must be joined using watertight pipe couplers.

6. **Installation of underground junction box**

Underground junction boxes are of type J2 and J3 are occasionally required to allow for a allowable bend radius to be achieved on cables entering a customer premises. This is typically used where a manhole is either not possible or not permissible.

7. **Directional Drilling**

In order to avoid cutting of roads, the contractor may be instructed to use a directional drill to create a road crossing.

The cost quoted is for each meter drilled, and must include the excavation cost of any pits required for drilling on either side.

8. **Concrete encasement of pipes**

Should pipes require further reinforcement; a concrete cap with a 20 mpa strength will be required with the following dimensions depending on the width of the trench:

- 300mm width x 220 mm depth
- 400mm width x 220 mm depth

The rate is per meter of encasement and includes labour.

9. **External wall core drilling**

External walls drilling is required to create entries into buildings for ducts.

The following type of entry is required.

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

10. **Core drilling - Concrete Apron**

Concrete apron 300mm deep x 75mm diameter



11. **Jetting Of Blockages**

Jetting of blockages may be required in order to install new cable or micro-duct into existing ducts. The price should be quoted in hours required to remove blockages.

12. **Provide entry into existing manhole**

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

13. **Import backfill**

The backfill will be excavated material; large objects may not be dumped and compacted into the trench. In the event that the excavated material is not sufficient to complete the backfill, additional imported backfill should be produced, delivered and installed.

14. **Reinstatements**

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

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

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

15. **Cut and Temporary Reinstatements**

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

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

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

This includes temporary reinstatements of the following types:

- Roads
- Driveways and Pavements

16. Cut and Permanent Reinstatements

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

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

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

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

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

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

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

- Asphalt will be compacted in layers not exceeding 800mm thick (after compaction)
- G2 Crusher run will be adequately moistened and mixed prior to placing and compacting.
- The DCP test requirements on the G2 crushed stone layer is a minimum of 15 blows per 100mm penetration.
- All loose material will be swept off prior to the placing and compacting of Asphalt.
- All liquid emulsion will be brush applied at 0.3 l/m² to the vertical sides of the existing trench.
- The finish levels will be true to the surrounding existing road/sidewalk levels.

17. Bridge crossing - Bosal Piping

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

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

18. Laying of Concrete Slab

A precast concrete slab with dimensions of 1000mm x 10000mm x 150mm is required for mounting of cabinets.

In the event that a precast slab cannot be used, the poured concrete should be 25mPA and use a minimum of 16 x 6mm reinforced bars

19. Pre-Haul Fibre test (OTDR)

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

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

20. Post-Haul test (OTDR)

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

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

21. End to end Testing

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

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

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

22. Splicing Kit

A splicing kit may be used when...

eThekweni Municipality reserves the right to charge a fractional unit should the entire splice kit not be required.

23. Fibre optic Terminations

Fibre Optic terminations are for the splicing together of fibre cores using an Arc Fusion splicing machine. Fibres must be fusion spliced, and must have a loss equal or less than 0.05dB.

24. Unjacketed pigtails 1m type LC

Unjacketed pigtails are used when terminating fibre cables into a Fibre Splice Tray.

25. Wall mounted Cabinets

Wall cabinets may be required to house fibre splice trays, in either a 9U or 12U size. The price should include delivery and installation of the cabinet.

The cabinet should include a glass transparent door, and as the cabinet may house equipment, a 10Amp Power Distribution Unit (PDU) should be included.

26. Floor mounted cabinet

32U floor mounted cabinet, 800mm deep with 2 x lockable side doors. The cabinet should include a door, a top mounted fan, and as the cabinet may house equipment, a 10Amp Power Distribution Unit (PDU) should be included.

The price should include delivery and installation of the cabinet.

27. Cross Connect Box

The price should include delivery and installation of the Cross Connect Box with the following specifications:

- 800h x 600w x 300d wall mount
- IP66 enclosure
- 19" profile
- Powder coated
- 3 point locking system with panel key
- gland plate with 30x 25mm entry holes

28. Cabinet Recovery

The price should include the logistics and labour to recover a cabinet and deliver it to a designated site, no more than 50km away.

29. Patch panel recovery

The price should include the logistics and labour to:

- Remove the cable from the Patch panel if any
- Withdraw the slack cable to the nearest slack gather point
- Deliver the panel to the designated site, no more than 50km away

30. Hauling in Draw Wire

The draw wire or nylon rope is to be supplied, and must be suitable for the application of hauling in new cables.

31. Conduit Installation

PVC Conduit installation of the following sizes should include supply and installation:

- 25mm
- 30mm
- 50mm

Outdoor PVC installations must be painted with a white water based latex paint to protect from UV exposure.

32. Single-Mode CST Armoured Optic Fibre Cable (includes slack and losses)

The standard fibre optic cable required for utilization is a single mode G.652 CST/HDD black armoured cable (Heavy-duty duct cable with corrugated steel tape armour).

CST armouring will also provide the necessary protection for alternative applications where the cable is subjected to abnormal crush or impact forces during installation or service, such as duct or lashed aerial.

Cables of the following sizes are required:

- 12 Core SMF (9 / 125µm)
- 24 Core SMF (9 / 125µm)
- 48 Core SMF (9 / 125µm)
- 96 Core SMF (9 / 125µm)
- 144 Core SMF (9 / 125µm)

33. Multi-Mode CST Armoured Optic Fibre Cable (includes slack and losses)

The standard fibre optic cable required for utilization is a multi-mode G.651 CST/HDD black armoured cable (Heavy-duty duct cable with corrugated steel tape armour).

Cables of the following sizes are required:

- 12 Core MMF (50 / 125µm)
- 24 Core MMF (50 / 125µm)

34. Single-Mode and Multi-Mode Medium Span Aerial Optic Fibre Cable (includes slack and losses)

Medium Span cable has specifically been designed for aerial self-supporting applications on pole routes or HV towers with span lengths up to 250 metres.

The cable is specifically designed for outdoor aerial applications and is UV stabilised.

The following sizes and types are required:

- 12 Core SMF (9/125µm)
- 24 Core SMF (9/125µm)
- 48 Core SMF (9/125µm)
- 12 Core MMF (50/125µm)
- 24 Core MMF (50/125µm)

35. Cable Hauling

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

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

35.1. Existing Route

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

35.2. New Route

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

36. Cable Installation

Cable installation is to install traditional fibre optic cable or a micro-duct onto an existing cable tray, false flooring, or within a building's riser.

37. Supply and install of Splice Trays (ODF)

Fibre splice trays should meet the following criteria:

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

The following sizes of splice tray are required:

- 24 port duplex LC
- 48 port duplex LC
- 96 port duplex LC
- 144 port duplex LC

38. Dome Joints – Traditional

The following types of traditional dome joints are required:

- 2-Way
- 4-Way
- 6-Way

This should include the sealing of the joint once installed, and must be suitable for underground installation.

39. Dome Joint - Fist Type

Dome joints should be compatible with the Fibre Infrastructure System Technology (FIST) cable management system.

- Single-ended design
- Base and dome sealed with clamp and O-ring system
- UMS (universal mounting system) profiles for mounting combinations of SOSA2 (splice only sub-assembly) and/or SASA3 (splitter array sub-assembly) modules, which consist of a modular grooveplate and trays
- Compatible with most common cable types: e.g. loose tube, central core, ribbon fiber
- Closure can be used in aerial, pedestal and underground (up to 5 meters) environments

The following types are required:

- 1. FIST-GCO2-BC – 6 Port – 16 Trays**
 - 488mm length
 - 6 x round ports, 1 x oval port
 - 16 x FIST trays
 - 192 Fibre
- 2. FIST-GCO2-BD – 8 Port – 28 Trays**
 - 566mm length

- 8 x round ports, 2 x oval port
- 28 x FIST trays
- 336 Fibre

40. Outside Fibre Enclosures

Outside fibre enclosures are wall mounted PVC fibre enclosures with internal mid-couplers to allow cables to be patched internally within the unit.

The following size units are required:

- 12 Core Fibre ports
- 24 Core Fibre ports
- 48 Core Fibre ports
- 96 Core Fibre ports

The LC/LC internal mid-couplers and wall mounting should be included in the price.

41. Splice Boxes

Splice boxes are required for local termination of fibres where a Fibre Splice Tray is either not possible or required.

The enclosure should offer 6xSC-Duplex ports and should include the coupling plate and SC mid-couplers.



42. York wall boxes

York type wall boxes are required for housing cable as it enters buildings and allows for a natural bend radius of the cable on entry.

Two types of York wall boxes are required:

- J2
- J3

43. Sprag

Sprag is to be used internally to neaten installation where cables bend around corners.

The price should include supply and installation.

Two types of sprag are required:

- 32mm
- 50mm

44. Trunking

White PVC wall trunking is to be used internally to neaten cable installations – the following types are required:

- 16mmX25mm
- 25mmX40mm
- 40mmX40mm
- 100mmX40mm
- 100mmX100mm

The price should include supply and installation.

45. Cable Management Rails

Hitech Gregfor type cable management rails of length 540mm and 1340mm with plastic ring guides for fibre optic cable management as per the image below.



46. Cable trays

Cable trays must be Heavy Duty galvanised with a width of 225mm. Trapeze struts or other suitable mounting brackets should be included in the price.

The price should include supply and installation.

47. Wire Basket cable management

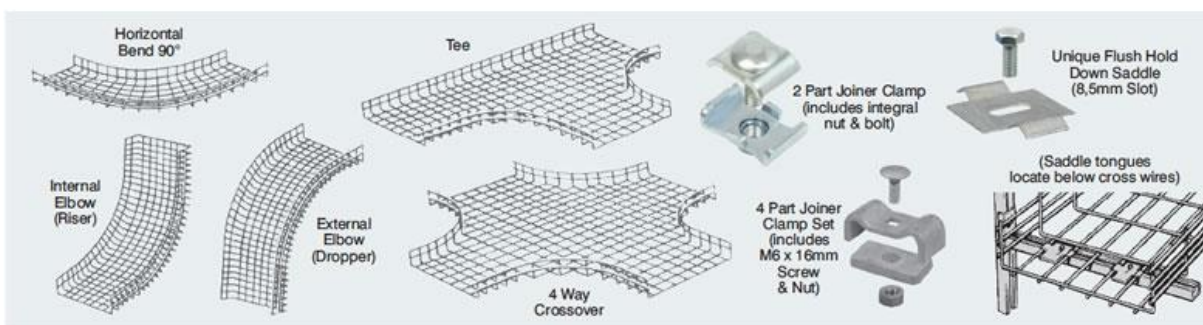
Wire baskets should be 100mm wide and 75mm deep and should include both straight and bend types. Suitable mounting brackets should be included in the price.

The price should include supply and installation.

48. Welded Wire Mesh Cable Tray

Two widths of tray are required – 100mm and 200mm. The price should include joiners, tee pieces, crossovers and saddles. Supply and installation is required.

Standard Accessories - 50x50mm pitch



49. Aerial Cable Mounting accessories

In order to mount aerial cables, the following accessories are required:

- Tangent supports
- Dead-end
- Stay Wire kit
- Slack Bins

50. Slack Bins for Optical Fibre Cable

The optical Fibre Slack Bin is a moulded polyethylene storage bin designed for safe and easy storage of optical Fibre cable slack on either aerial or underground routes



The price should include supply and installation.

51. Manhole Key

Manhole keys may be required for eThekweni standard manholes. This is typically a Maverick type lock.

52. Cabinet blanking plates

Cabinet blanking plates should be black and are required in 1U, 2U and 4U sizes. The price should include supply and installation.

53. Cabinet brush panels

Cabinet brush panels should be black and are required in two configurations:

- 1U brush panel
- 1U brush panel with supporting tray

54. Wayleave applications

Respondents are responsible for applying for wayleaves where required.

The price should include the application process and includes providing eThekweni with electronic copies of wayleaves that are applied for.

55. Single Mode Optic Fibre Micro cable

Micro cables must be Single Mode G.652 and must be suitable for floating into micro duct of 10/8, 12/10, 14/10 or 16/12mm.

The following sizes of cable are required:

- 5.8mm – 12 Core
- 5.8mm – 24 Core
- 5.8mm – 48 Core
- 5.8mm – 72 Core
- 7.3mm – 96 Core
- 7.9mm – 144 Core

56. Micro Ducts – Direct Burial

56.1. Micro Ducts – Direct Burial

HDPE Microduct assemblies in a blue colour, direct burial and metal free.

- 1way 14/10 or 12/10 direct burial micro-duct in open trench
- 2way 14/10 or 12/10 direct burial micro-duct in open trench
- 4way 14/10 or 12/10 direct burial micro-duct in open trench

- 7way 14/10 or 12/10 direct burial micro-duct in open trench

56.2. Micro Ducts – Direct Install

HDPE Microduct assemblies in a blue colour, HDPE for installation in duct or trunking, metal free.

- 1way 14/10 or 12/10 direct burial micro-duct in open trench
- 2 way 14/10 or 12/10 direct burial micro-duct in open trench
- 4 way 14/10 or 12/10 direct burial micro-duct in open trench
- 7 way 14/10 or 12/10 direct burial micro-duct in open trench

56.3. Micro Ducts – Accessories

Accessories including but not limited to the following are considered as part of the installation and should be included in the price.

- 7-way Hexagonal Multiduct Compression Gland
- 12/10mm or 14/10mm Microduct Straight Coupler
- Microduct Tue to MicroCable End Seal
- 12/10mm or 14/10mm Microduct End Stop Connector
- Multiduct Straight Enclosure

56.4. 40/34mm Sub Duct

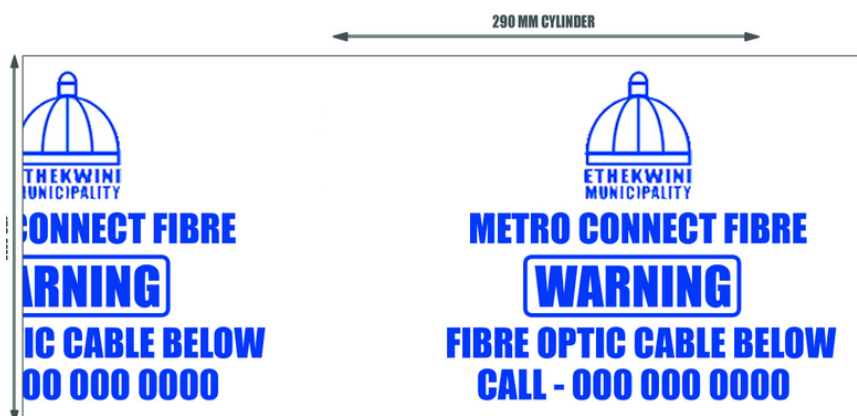
A sub micro-duct with duct colour specified at the time of order

57. DIT (Duct Integrity Testing) per duct length

Testing of the ducts prior to floating of cable will be required using an approved Duct Integrity Tester. The respondent must ensure that the correct pressure is used during testing so as not to damage ducts.

58. eThekwini Fibre Spec Trench Warning Tape

Tape is to be laid in trenches during backfill and compaction to act as a warning to anyone digging in the vicinity in the future. The tape is 170mm wide and 290mm cylinder and must include the approved art work in the format below.



59. Locating and Activating Spares

The respondent will be called upon to locate and activate spare cores on existing cables so as to be able to provide a complete contiguous link.

This activity requires labour and travel in order to complete. This may only be charged if the activity stretches over a full working day.

60. Proving and Investigating

This activity is required by the Clerk of Works in order to locate existing services prior to trenching or cutting.

Some proving work is implied and costed for in the trenching process, and this may be charged at eThekweni Municipality's discretion should the amount of proving work be more than typically expected.

61. 3rd Party Project Management

In the event that a project requires external project management due to constraints out of the respondent's control. This may be charged at eThekweni Municipality's sole discretion.

62. Supply and Install of Manholes / Handholes

For new build manholes, the M4A or Maverick Fibre Chamber should be used:

- Manholes4Africa or Maverick Fibre Cement chamber
- Minimum 600mm x 800mm (diameter x depth) with base plate
- The required number of 110mm ports should be pre-drilled by M4A or Maverick provided it is a drop manhole.
- A chamber with >800mm depth may be required should sleeves be at a non-standard depth (e.g. Common Duct crossings at 1000mm)
- 2 x M4A or Maverick slack bracket should be installed on the Fibre Chamber
- 1 x M4A or Maverick Cable Strut should be installed to mount dome joints
- Sleeves entering the manholes that are unused should be sealed with end caps
- Sleeves entering the manholes that contain fibre cables should be filled using expanding foam to ensure rodents cannot enter the manholes.

For remediation of existing manholes where a M4A or Maverick Fibre Chamber cannot be installed without cutting existing cables, a brick build manhole should be used:

- Double skin brick construction
- Minimum 600mm x 800mm (diameter x depth) with brick base
- Retaining wall blocks will apply to manholes set on sloped ground, average number of retaining wall blocks will be set at 10.
- Clay NFP200 bricks should be used on all built manholes.
- A cement foundation needs to be laid to avoid collapse.
- If a slab is poured instead of using a precast slab, 16 x 6mm reinforced bars must be included for strength.
- 10mpa mortar should be used
- 9 inch brick force should be used on every second course for reinforcement
- 1 x M4A or Maverick slack bracket should be installed on the Fibre Chamber
- 1 x M4A or Maverick Cable Strut should be installed to mount dome joints
- Sleeves entering the manholes that are unused should be sealed with end caps

- Sleeves entering the manholes that contain fibre cables should be filled using expanding foam to ensure rodents cannot enter the manholes

62.1. Supply and install MC spec lockable Medium Duty Manhole covers (slab, frame and lid)

Manhole covers must comply with the following specifications:

- M4A or Maverick Dough Moulded Compound, Medium Duty Hinged frame and lid
- eThekwini branded logo should be present on the lid
- M4A or Maverick MetroConnect specification stainless steel lock
- Fitted to a 150mm M4A or Maverick precast concrete frame
- If for any reason the precast frame cannot be used, in-situ concrete should be of 25MPa concrete with R8 reinforcement bars.
- M4A or Maverick Epoxy mix should be used to bond cover to FC chamber if present

62.2. Supply and install MC spec lockable Manhole 600mm covers - Heavy duty trafficable (slab, frame and lid)

Manhole covers must comply with the following specifications:

- M4A or Maverick Dough Moulded Compound, Heavy Duty Trafficable lid
- eThekwini branded logo should be present on the lid
- M4A or Maverick MetroConnect specification stainless steel lock
- If for any reason the precast frame cannot be used, in-situ concrete should be of 25MPa concrete with R8 reinforcement bars.
- M4A or Maverick Epoxy mix should be used to bond cover to FC chamber if present

62.3. Complete Manholes with Lids

Supply and installation of a complete manhole with lid of the following types:

- 600mm x 600mm manhole with lockable MC spec Medium Duty lid
- 600mm x 600mm manhole with lockable MC spec Heavy Duty Trafficable lid
- 1000mm x 1000mm manhole with lockable MC spec Medium Duty lid
- 1000mm x 1000mm manhole with lockable MC spec Heavy Duty Trafficable lid
- 600mm handhole including lockable manhole cover (600mm)

62.4. Small Concrete precast Manhole

Supply and install small concrete precast manhole including:

- rings with knockouts
- precast cover

Internal dimensions 1000mm (diameter) x 500mm (Depth) with knockouts and wall thickness 65mm to 75mm

62.5. Fibre Cement Chambers

Supply and install of 600mm M4A or Maverick fibre cement chamber on remediated manholes

62.6. Clay brick manhole structures

Build double skin, clay brick, manhole structure on remediated manholes as per eThekwini Fibre optic specifications.

62.7. Precast Cement Hand-holes

Two types of hand-hole are required, with MC specification lids

- 600mm precast cement hand-hole, Medium Duty lockable lid
- 1000mm precast cement hand-hole, Medium Duty lockable lid

63. Poles for Aerial Fibre

Supply and plant poles for the hanging of aerial fibre of the following types:

- 9 meter gum pole
- 12 meter gum pole
- 9 meter concrete pole
- 12 meter concrete pole

64. Rubble Removal

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

65. Cleaning of Manholes

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

66. Labelling of dome joint

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

67. Labelling of manholes

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

68. Labelling of fibre optic cables

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

69. Hire of cherry picker

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

70. Traffic accommodation

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

71. Supply and install interlocking block retaining wall

Build an interlocking block retaining wall around a 180-degree arc and up to three blocks high in order to keep subsidence from interfering with manholes.

72. Supply and place city duct markers including painting with yellow road marking paint

Standard City or Common Duct markers to be installed as per eThekwini specifications.

73. DCP testing

Dynamic Core Penetrometer testing using eThekweni approved equipment every 10m.

74. Greenlee Omnimarker, Manhole Ball Marker (Orange – Telephone)

- Electronically marks and relocates buried facilities
- Uniform, spherical RF field in every direction
- Located up to 5 FT away with any modern marker locator
- Requires no particular orientation when buried



Respondents are required to provide suitable scanning equipment as per the Tools Requirements section of the specification.

75. Fibre Optic Patch Leads

Standard patch leads should have a 2.8mm cordage and should be yellow for Single mode and Orange for Multimode.

Ruggedized patch leads should be suitable for outdoor usage.

76. Fibre Optic Break Out Cable

A fibre optic Break Out or Intra-facility Cable with 24 cores of single mode and multi-mode fibre and LC connectors, with lengths of 5m, 10m, 15m, 20m, 25m and 30m.

**77. Mid-Couplers**

Mid-couplers should be blue in colour, with straight connector interfaces.

When mid-couplers are inserted into a fibre splice tray, they must be secured by screws on either side to avoid loose connections and excessive movement.

79. Velco Cable Tidy - 50 strips

Hook and Loop cable ties, 150mm x 17mm in black – price for a lot of 50.



80 Route Verification

Physical route inspection includes manholes, dome joints and checking route between manholes.

Provide detail report with evidence.

81 RETAINER

Retainer 1 team to be on Standby weekly for afterhours including Weekdays, Weekends & Public Holiday

2. BACKGROUND

The municipality recognizes the value of the knowledge economy and intends to harness the power of connectivity to simplify, amplify and extends services from government to improve the lives of all citizens in eThekweni Municipality. Access to broadband internet is crucial for Municipality's socio-economic development goals, especially for the provision of public service in the form of e-Government services such as e-Health e-Administration, e-Procurement and e-Learning.

The direct impact of broadband access will be the improvement between the Municipality; its ratepayers; residents and utility consumers. The objectives are to progress:

- Government to business e-services and e-procurement;
- Government to government e-information and e-collaboration;
- Government to community e-information and e-service;
- Government to citizen's e-information, e-communication and e-service; etc.

In order to achieve these objectives, the Municipality must ensure that:

- It continues to expand its next generation network to eventually reach all citizens;
- The fibre optics network is reliable, secure and adequately maintained (there by enabling mission critical municipal functions as well as service provider subscribers to operative at all times);
- The fibre optics network is scalable (there by allowing as many opportunities for e-services as possible);

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- Deployment and repair/maintenance of fibre-optic cabling is as cost effective as possible so that cost does not present a barrier to access for citizens in eThekweni Municipality.

This tender invites submissions from interested suppliers for the maintenance and installation of the fibre optic network for three years. Bids for the installation of the fibre links will be solicited as required. This will be a rates-based contract as the Bill of Quantity.

3. Current Technical Environment

Network Description

The Municipality has over 1679km of single mode fibre already deployed, using traditional method. The fibre runs as far as Winklespruit in the South, Tongaat in the North and Hillcrest in the West. There is an extensive web of fibre within the City Centre and adjacent business suburbs on the north, south and western parts of the Municipality. The fibre also extends into the townships of Umlazi, Kwamashu, Lamontville, Chatsworth, Phoenix, Clermont, Wentworth and KwanDengezi. The fibre also extends to the rural parts of the Municipality which are Izwelibomvu, UMzinyathi and Emaphephetheni. There are over 544 eThekweni Municipality sites that are connected to this fibre optics cable network. These sites provide critical services to Sizakala centres, Clinics, Libraries, Public Wi-Fi, CCTV cameras, IRPTN stations, Monitoring systems and Radio networks and Disaster Management. Also connected are shopping centres in various and there are numerous last-mile fibre cables between the above and the 127 third party commercial premises that are connected as well as subscribers of internet service providers.

A diagram of the current traditional fibre coverage above will be shared with successful bidders.

4. Scope of Requirements

eThekweni Municipality intends engaging the services of competent contractors to repair, install, terminate, test and commission underground fibre optic cable, micro-fibre optic cable and install all fibre termination panels and accessories throughout the eThekweni Municipality region for thirty-six-months period. The request for installation will be on an as and when required basis.

4.1.1 Repair of Optic Fibre

- The eThekweni Municipality will notify the contractor both telephonically and via email when repairs are required.
- The contractor will be expected to repair damaged optic fibre within the service level agreement. The contractor is expected to investigate fibre optic faults immediately, contractor is responsible for obtaining all permissions required to carry out the repairs.
- The eThekweni Municipality is bound by various Service Level Agreement with third party, as well as internal change control processes which require maintenance on the fibre optic network to be completed after hours. To accommodate these requirements, the Contractor is required to:

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- Ensure the additional resources are catered for in addition to that required for Standby/Break-Fixing duties.
 - Ensure that any tools, resources or security requirements are catered for in advance and do not in any way prejudice the repair of any faults which may arise.
- The contractor will have TWO teams available for during the day breaks and installation and ONE team on Standby for after-hours breaks and will be paid normal standby rates applicable.
 - The contractor will be expected to visit the site and ascertain the nature of the problem and notify the Senior Manager or Manager: Networks & Telecommunications of the rectification method. This may include but not limited to: replacement of optic fibre, splicing of broken cable, repair of ducting and replacement/refurbishing of manholes.
 - If the fibre needs to be re-routed the contractor will conduct an adequate planning and forwarding it to the Senior Manager or Manager: Networks & Telecommunications for approval.
 - Failure to comply with any of the above mentioned processes, for example: not answering the phone, teams not available, will result in clause ACC1 under additional conditions of this contract quality of product (Should there be any cause for complain against the standard of service or quality of product offered which not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving a ONE MONTH's notice, in writing to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.)
 - Contractor will be issued with a letter of warning, ie : after three warnings should eThekweni Municipality be of opinion that the contractor has failed to carry out any of the obligations in terms of this contract, or if eThekweni Municipality, in its absolute discretion, is in any way dissatisfied with the goods or services rendered, then eThekweni Municipality may give the contractor notice, in writing, of such complaints and, if the situation is not rectified immediately of such notice, eThekweni Municipality, may forthwith cancel this contract.

4.1.2 Laying Fibre (Preferred Methods)

Civil excavation for ducted fibre;

- In the future, the Municipality may consider other comparable methods of deploying fibre if such methods become available. These methods will be communicated to the successful bidder for incorporation into the overall fibre maintenance programme.
- The choice of deployment methods rests with the Municipality and is primarily based on practical strategic consideration. The Municipality has adopted a standard document for installation and planning of the optic fibre. This is mostly relevant to excavations for ducted fibre deployment projects.
- The fibre is terminated at each site into a cabinet and onto the patch panel.
- The Contractor shall, before commencing with excavation, familiarise himself/herself with the route and conditions on site.

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- The Contractor shall be responsible for obtaining information regarding the position of the electric cables, communication cables, water pipes, storm water pipes and sewers, along the routes to be excavated and he/she shall be held responsible for damage caused by him/her to the existing plant services.
 - The work shall be under the general supervision of a responsible persons as required in terms of the provision of Occupational Health and safety Act.
 - All trenches and excavations shall be protected with barriers and lamped at night where necessary and conform to the Occupational Health and Safety Act.
 - Power driven mechanical excavators or pole planters may be used for excavation operations provided they are not used near the underground services, or any other plant, installation or buildings liable to be damaged by the use of the of such excavators. Their use along sections of the route must be in each case be approved by the Senior Manager or him/her representative.
 - For pole/stay holes, each hole shall be excavated to an approval formation in accordance with the appropriate Codes of Practice. Sides shall be timbered where necessary, so to avoid subsidence or damage to other plants.
 - In excavation where a Contractor wishes to use pneumatic or other drilling machines, such machines shall be of an approved type and the Contractor will be required to take such further precautions to safeguard the health of the employees as the Senior Manager or his/her representative or authorised Government Official may direct.
 - The Contractor shall be responsible for the compliance with any Statutory Regulations relating to the employment of staff engaged on rock drilling or other work of a similar nature. and also, for any fees to be paid in this connection.
 - Trial holes shall be excavated by the Contractor when requested by the Senior Manager: Networks & Telecommunications or his/her representative, or where reasonable doubt exists regarding the proximity of other services.
 - Trenches shall be kept as straight as possible an shall be excavated to an approved formation and in accordance with the dimensions specified in eThekweni Electricity's Underground Cables Code of Practice.
 - The bottom of each trench shall be firm and smooth contour. A pathway shall be kept clear along both sides of the trench. Hardened road surfaces shall be machine cut without disturbing the bond between the adjacent road surface and soil. Where applicable, any associated curbing and channelling shall also be cut if it is not practicable to barrow under the obstruction.
 - The excavations shall be so executed that all railways, walls, roads, drains, sewers, pipes, cables, structures and like, shall be secured against risk of their subsidence or injury to personnel and shall be carried out to the satisfaction of the Authorities concerned.

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- Where trenches pass from one section to another, and where a change of level is necessary, the bottom of the trench shall rise or fall gradually to the approval of the Senior Manager or Manager: Networks and Telecommunications or his/her representative.
 - If during the course of excavation, obstruction are encountered which necessitate alterations to the trench/hole, or the adoption of a special form of trench/hole, such excavation must receive the prior approval of the Senior Manager or his/her representative.
 - The Material excavated from each trench/hole such be place adjacent to the trench/hole but leaving a walkway on both sides, in such a manner as to prevent nuisance or damage to adjacent hedges, trees, ditches, drains, gateways and other property and shall be stacked to avoid undue interference with traffic. Where, owing to certain conditions, this is not possible, the excavated materials shall, with the approval of the Senior Manager: Networks & Telecommunications or his/her representative, be removed from the site and returned for re-filling the trench/hole on completion of cable laying or pole planting. All surplus material from whatever source shall be disposed of by and at the cost of the Contractor.
 - In order to facilitate the re-use of excavated material for road foundations and surfacing, the excavated materials shall be separated into hard road material soil and other material.
 - Unless otherwise agreed, provision shall be made during excavation and until interim restoration has been completed, for reasonable access of persons and vehicle to property or places adjacent to any excavations.
 - Where a Contractor wishes to make use of compressors or cutting machinery for the undertaking of excavation, the prior approval of the Senior Manager: Networks & Telecommunications or his/her representative must be obtained.
 - When the excavation of a trench/hole has been accurately executed, notice shall be given to the Senior Manager or his/her representative to enable an inspection and measuring up of the trench/hole to be carried out without undue delay. Cable laying or pole erection shall not commence until the Senior Manager or his/her representative has approved the trench or hole.
 - Tree roots shall not be cut where this could be detrimental to the tree. Where trenches cross lawn areas, the grass shall be removed in squares, kept well-watered and carefully replaced. The cost of such work must be included in the Bill of Quantities.
 - Saw cutting will be measured per metre of cut, ie if both sides of the trench are saw cut for a trench length of 1 metre, the measurement for saw cutting will be (1 + 1 = 2 metres). Saw cutting will be carried out subject to approval by an Engineer.
 - Cable pipes will be laid and joint in an approved manner by the Contractor. After the cable pipes have laid, they shall be thoroughly cleaned internally and the ends sealed in the approved manner.
 - Cable duct makers shall be installed where necessary as per the Fibre Standards Document.

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- The Contractor must take all reasonable steps to ascertain where the cables are liable to be subjected to chemical or other damage or to electrolytic action and shall submit his recommendations to the Senior Manager or his/her representative for approval of any precautionary measures to be taken in such instances.
 - The Contractor shall not excavate continuous cable trenches more than 300mm without the prior approval of the Senior Manager or his/her representative.
 - Where cables are to be laid under or along a railway line, the Contractor shall ensure that this work is carried out in accordance with eThekweni Electricity's Underground Code of Practise.
 - Where required by the Senior Manager: Networks & Telecommunications or his/her representative, cables to be laid under roads or railway shall be laid in cable pipes, duct or tunnels.
 - The contractor shall ensure that all cable pipes are of sound and free from "rag" before drawing cables therein.
 - Where banks of cable pipes exist, the Contractor shall keep a recorded and advice the Senior Manager or his/her representative of the particular pipes used for cables covered by this specification.
 - The Contractor shall be responsible for the removal of accumulated water from whatever source, to prevent any risk of the cables and other material to be laid in the trenches, being detrimentally affected.
 - The Contractor shall provide all pumps and appliances required and shall carry out the necessary pumping, the cost of which shall be paid for at rates to be agreed.
 - Where required the security of the Contract Works or adjacent buildings or structures, timber in trenches or joint bays shall not be withdrawn but shall be left and built in as the Senior Manager or his/her representative may approve. All timber so left in will be paid for at rates to be agreed.
 - Removal of major obstructions along the route (overhead and or underground) shall be approved and carried out at pre-determined rates.
 - All spoils removed from excavation and used in the reinstatement shall be neatly spread in the immediate vicinity of the reinstated excavation in a manner that will cause no danger to the pedestrians or animals and to the satisfaction of the Senior Manager or his/her representative.
 - All the work under this contract shall be executed to the satisfaction of the Senior Manager or Manager and be carried in accordance with the contract documents.
 - No alterations or departure to the terms of this contract shall in anyway be made without the written order of the Senior Manager or his/her representative.
 - The decision of the Senior Manager or Manager shall be binding on the Contractor, without appeal, on all matters relating to the quality of workmanship.

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- At the conclusion of any routine or special work the Contractor shall preform any tests called for the by the Senior Manager: Networks & Telecommunications or his/her representative to verify the work done or his/her duly authorised representative, but completion of such tests will not be absolving the Contractor from responsibility for subsequent defective operations of the equipment and machinery due to poor workmanship or oversight.
 - A guarantee of three (3) years is applicable to all work carried out by the Contractor.
 - Any additional work or service outside the scope of this contract must be approved by the Senior Manager: Networks & Telecommunications or Manager, or his/her duly authorised representative, before commencement of any costs therefore shall be agreed upon prior to any work being carried out, such permissions shall be in a form of a service Order.
 - No accommodation will be provided be eThekwini IT for the Contractors employees and all cost for such accommodation must be done by the Contractor.
 - EThekwini serves the right to supply and spare part which may be required by the Contractor in the satisfactory execution of the required scope of work.
 - Where the Contractor is required to supply a spare part, a handling fee of 15% of the cost of the spare part will be payable to the Contractor, provided a copy of the supplier's invoice is submitted with the claim.
 - The Contractor shall be obliged to abide by all security arrangements and site regulations in force, at any Municipal site he is required to work at.
 - The Contractor shall similarly ensure that his/her staff abide by such regulations and arrangements.
 - Contractors who have failed to perform satisfactorily over the past three years may be precluded from consideration under this enquiry. Contractors who have failed to meet project completion dates through their own inabilities, performed outside the scope of the Department's Code of Practice notwithstanding obligations to comply therewith, may be disqualified from adjudication process.

4.1.3 Performance of the Work

- Detailed drawing of installation work is required on this contract; a drawing will be issued by the Network & Telecommunications department which will illustrate the actual work that is to be done.
- Each and every job will be discussed with the Contractor in order to define the extent of the work, and commencement and completion dates. The completion dates shall be determined by mutual agreement in writing and shall constitute the contractual completion date for that job.
- The transportation of all materials and plant (ie. Switch pillars, cables, poles, etc.) including on and off loading, handling on site, storage and safekeeping, reloading of unused excess material, shall be the responsibility of, and carried out by, the Contractor.
- The bidder shall include in his price the transportation to and from site, handling and safekeeping of material and plant.

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- Where the appropriate drawing shows that Communications cables will be affected because of the construction work that the Contractor is to undertake, it shall be the responsibility of the Contractor to contact the relevant offices and inform them that their services will be affected.
 - Wayleaves, servitudes and access facilities required for the erection of a line or installation of a cable will be obtained by the Contractor on behalf of the Council. The Contractor shall be responsible for obtaining camp sites, storage space, etc. to the approval of the Local Authority.
 - The Contractor is responsible for providing eThekweni Municipality with an electronic copy of all Wayleaves, servitudes, and access facilities within 30 days of receipt of Contractor. Failure to provide this document creates a liability for eThekweni Municipality and will be considered as a material breach of contract.
 - All precautions shall be taken for the protection of life and property in, or about, or in connection with the work until the final take-over by the Council.
 - Particular care shall be taken to avoid damage to crops or private roads, littering the veld with wire/cables off-cuts or other waste materials. All such waste material shall be removed immediately from site, and the Contractor shall be responsible for any death or injury to grazing animal due to the ingestion of wire off-cuts arising from his/her negligence or negligence on the parts of his/her employees.

Contractor to Note and Comply with the Following:

- eThekweni Municipality has the right to have any of the Contractors personnel removed off site without cancelling the contract, if in eThekweni Municipality opinion, it is warranted.
- eThekweni Municipality reserves the right to request disciplinary/corrective actions if, and when required.
- The Contractor shall operate under the direction and instruction of the Senior Manager or Manager or such person(s) as may be appointed by him.
- The Contractor shall comply with all Local and Statuary Labour laws and Agreements.
- The Contractor shall similarly ensure that his/her staff abide by such regulations.
- The Contractor shall maintain high standards of workmanship expected by eThekweni Municipality and shall comply with any quality assurance and quality procedure implemented by eThekweni Municipality.
- Any work that is shown to be non-compliant will be rectified by the Contractor at their cost.
- The Contractor shall provide all safety appeal, safety equipment and cleaning materials.
- The Contractor shall take every responsibility for the proper maintenance of the Works and, shall, at his cost, repair and make good any damage, loss or injury from any cause whatsoever to the Works or any part thereof arising from his failure to do so.

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- **Monthly invoices shall not be paid until the documents below are submitted by the Contractor.**
 - As built document,
 - GIS shape files
 - Revised drawings of relocated cables,
 - Before and after photos,
 - OTDR test results,
 - Completion files and installation signoffs.
 - Spreadsheet with invoice number, invoice amount

All the above documentation must be submitted to Manager: Networks and Telecomms.

4.1.4 Contracting Staff

- The name of the company must be printed on the clothing.
- The Contractor identification name and logo must appear on the vehicles.
- The staff must have an identification card bearing the name of the company and name of the employee, which must be provided at the Contractors cost.
- It will be a requirement of this specification that all supervisors, fibre technicians specifically trained for cable laying be currently in permanent employ of the bidder and available to undertake the requirement of the contract.
- **All technicians are to be FOA certified or Equivalent. Recognised by Marseta (Manufacturing, Engineering and Related Services Sector Education and Training Authority).**
- It shall be the requirement of the Contractor that the Contractor's Fibre Cable Installers must be 80% registered South African citizens currently in the permanent employ of the bidder and Casual labours are registered South African Citizens.
- **The bidder must submit details of the qualifications and experience of all Fibre Cable Installers which will be utilized in this contract.**
- The Contractor shall cause all the work to be carried out under the general supervision of a Responsible Person appointed by him/her in writing in accordance with the requirements of the Occupational Health and Safety Act No. 85 of 1993.
- The Contractor is permitted to appoint more than one responsible persons, but at least one shall be resident within the eThekweni Municipality.
- All Contractors must abide by regulations at all eThekweni sites and manholes, including but not limited to:

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- Signing the access register where provided,
 - Contacting the Senior Manager: Networks & Telecommunications or hi/her representative prior to accessing any facility, manhole or switch pillar.
- The above conditions must be to the satisfaction of the Senior Manager: Networks & Telecommunications or his/her representative.
 - Bidders shall indicate their respective supervisory staff complement and list the background, experience and qualification of said members which must be currently in the permanent employ of the bidder.
 - Where at the discretion of the Senior Management unit, the supervision levels falls below that which would be normally expected to ensure standards of workmanship and safety as defined under the technical specification, the Contractor shall be instructed to replace the supervisor.
 - Should the person appointed cease to be in charge before the contract expires, the Contractor shall make further appointment immediately and must forward a copy of such new appointment with the Senior Manager or Manager.
 - Work on the site will not be permitted to commence until the documents have been received by the Senior Management Unit.
 - The bidder shall submit details of the qualification and experience of all Technicians which will utilized on this contract including their names and identifications numbers.
 - Should the person ceased to be utilized for this contract before the contract has expired, the Contractor shall immediately make a further submission of the Special Conditions of Contract of the replacement persons to the Senior Manager Or Manager for approval.
 - eThekwini IT reserves the right to not accept any of the contractor's personnel who have allocated to this project, if it is deemed that the person(s) do not have sufficient experience or qualifications. eThekwini IT may give reasons for the non-acceptance of any of the Contractor's personnel, but is not obliged to do so.
 - It will the Contractors responsibility to ensure that existing services provided be eThekwini IT are not compromised.
 - The Senior Manager or Manager will have the right at any time to summon the contractor to the site of the Works to attend to defects or breakdown on work undertaken by him/her and failure of the Contractor to respond promptly to such calls will regarded as a breach of contract.
 - The Contractor shall provide the Senior Manager or Manager with a list of names, addresses and telephone numbers of his/her (the Contractor's) employees who are available to be summoned for this purpose, and such a list shall be kept up to date.

- The Contractor agrees that, in and about the execution of the contract, he will not employ any other regular and duly qualified and competent persons to do such work as is usually done by skilled workmen in contracts of this nature.
- No work shall be done unless carried out under the direct and personal supervision of the competent Person referred above. Any employee of the Contractor on the Works who is incompetent, or who shall act in an improper manner, shall be removed by the Contractor on the order of Head: Information Management Unit and such person shall not again be employed for the purpose of this contract without permission from the Head or his/her Representative.
- The infrastructure to be installed in this contract is highly complex and of strategic importance to the organisation.
- Only bidders with proven previous competence and experience on this type of work will be considered for appointment.
- Bidders must submit documentary proof of such experience.

4.1.5 Marking and Labelling

- All hardware components of the system shall be clearly labelled to indicate its purpose and designation.
- All cables shall be labelled according to the specifications of eThekweni Municipality Fibre Standards Document.
 - 1) All fibre optic path leads supplied or replaced during the activities of this contract must be labelled and photographic proof submitted.
 - 2) All repairs at the fibre optic dome joint must be labelled and photographic proof submitted.
 - 3) All fibre optic splice trays must be labelled, and photographic proof submitted.
 - 4) Proof of an OTDR test distance must be submitted to Manager: Networks and Telecomms and their representative.

5. Response Requirements

5.1 Tools and Equipment

- The bidder shall have all the tools and equipment in order to perform the requirements of this contract.
- Failure to have any of these equipment's will result in the actions stipulated below.

At a minimum, the following tools must be dedicated for the sole use of this contract:

<u>Quantity</u>	<u>Description</u>
2	OTDR Tester of Multimode and Single Mode fibre to a dynamic range of 26dB and 30dB respectively, including a Visual Fault Locator, Optical Power

	Meter, and a minimum 100m Launch Lead.
2	Arc Fusion Splicer
2	Live Optical Fibre Detector
2	Buried Electronic Marker Detector- including Omni Marker
2	Sets of outdoor lights suitable for night-time operations
2	Light Source
1	Floating machine ie: Plumett Micro-Jet and Kaeser M17A compressor 14 bar pressure for floating fibre

- In response, the Contractor warrants that failure to provide equipment listed above from the beginning of the contract will result in a breach of contract.
- Furthermore, should eThekweni Municipality believe the Contractor has failed to carry out any of the obligations in terms of this contract, or if eThekweni Municipality, in its absolute discretion, is in any way dissatisfied with the goods or services rendered, the eThekweni Municipality will give the Contractor notice, eThekweni Municipality may forthwith cancel this contract.
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5.2 **Administrative, Storage facilities and Security**

- All bidders must have their own administrative centre, Branch Offices based in Durban, etc., with accompanying staffing levels for the duration of the contract.
- In addition, each successful bidder must have a administrative centre having secretarial/reception facilities which cater for telephonic and email communication at all times during the working day and a Standby number for afterhours calls.
- Contractor to provide proof of contract or agreement with the security company for the duration of the tender to ensure that the work is not stalled paused or cancelled due to security risks within eThekweni Municipality Boundaries.
- Bidders must ensure that all mandatory documents are submitted along with their bid.
- Bidders must refer to Pricing Instructions below when responding to this tender. This will ensure that all relevant information for adjudication is captured.
- **No separate Preliminary and General Sums (P & G Sums) as well as site establishment charges will be accepted** and therefore the bidder must allow for the P & G Sums and site establishment charges in the unit prices.
- In addition, the information established in Schedule A – Bill of Quantities bidders shall submit documentary proof of experience in the form of Curriculum Vitae, and signed references by previous clients of the bidder. These will be used to evaluate the mandatory requirements.

6. Bid Information

- Each bidder shall complete fully and accurately the following documents, viz. Schedules T2, Declaration of Municipal Fees Form, Declaration of Interest, Bid Form, Certification of Independent Bid Determination (MBD9), Preference Points Claim Form (MBD6.1) and Target Procurement Document, and submit documents mentioned below with its bid.
- Remaining bid documents issued with inquiry, such as Special Conditions of Tender/Contract (Goods and Services) and Government Procurement General Conditions shall be detached and retained by the bidder.
- The specifications will be governed by the Special Conditions of Tender/Contract (Goods and Services) and Government Procurement General Conditions attached hereto, and to the Occupational Health and Safety Act, Act No. 85 of 1993.
- The prices quoted on the Bid Form shall be inclusive of all site establishment, accommodation and subsistence.
- Orders will be placed on rotational basis, Contractor's capacity, staff competence, availability of resources and response time.
- All prices quoted by the Contractor must be in South African currency (Rand).
- The duration of this contract shall be for 36 months and is anticipated to commence on the conclusion of the procurement process.
- By bidding for the contract, the Contractor acknowledges that he possesses all the technical data and other information to enable him/her to fulfil his obligations.
- The Contractor acknowledges that he/she has satisfied himself/herself, before submitting his/her quote, as to the correctness and sufficiency of his/her quote.
- The rates and prices quoted in his/her tender and incorporated herein cover all the obligations and all matters necessary for the proper completion of the requirement of this Contract.

6.1. Care of Works and Responsibility of Contractor

- The Contractor shall take every responsibility for the proper maintenance of the Works and, shall, at his/her own cost, repair and make good any damages, loss or injury from any case whatsoever to the Works or any part thereof arising from his/her failure to do so.

6.2 Care and Prevention of Damage

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- The Contractor shall be responsible for any claims arising during execution of the contract whether in the favour of the Council or Third Parties, for loss or damage which arises directly or indirectly from his/her poor workmanship, negligence or negligent mission or as consequence of his/her method of execution of the Contract.

6.3 Damage to Persons and Property

- The Contractor shall indemnify and keep indemnified the Council against all loss or damage, all claims including any claims for injury, damage or loss (including consequential loss) to any person or property whatsoever, which may rise out of, or in consequence of the execution of the Contract or of any act or omission of the Contractor or his/her subcontractors of his/hers or their employees, and against all demands actions, proceedings, cost, charges and expenses whatsoever, in respect of such claims or incurred in opposing, defending, compromising or setting the same, provide always that nothing that herein contained shall be deemed to render the Contractor liable for or in respect of, or to indemnify the Council against any claim for injury, damage or loss arising out of any act or neglect done or committed during the currency of the Contract by the Council, its agents, servants or other Contractors (not being employed by the Contractor), or for, or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

6.4 Third Party Insurance

- The Company (without liming his/her obligations and responsibilities) shall insure in the joint names of the Contractor and the Council against:
 - Any claims for injury, damage or loss (including consequential loss) which may occur to any person or property whatsoever in consequence or arising out of the carrying out of the Contract of any act or omission of the Contractor or his their agents or employees and any other claims of the kind referred to in the provision to that Clause, and
 - Any claim for injury, damage or loss in consequence of the carrying out of the Contract, suffered by any of his/her employees who not covered by the Occupational Injury & Diseases Act.

6.5 Minimum of Third-Party Insurance

- Such insurance shall be of for a minimum amount of R 500 000, 00 for any one occurrence and unlimited as to the number of occurrences.
- It shall be affected with an insurer registered in South Africa and in terms approved by the City Treasurer.
- The Contractor shall, before commencing the work under the Contract produce to the city Treasurer, the policy or proof that such insurance has been affected and the receipt for the payment of the current premium.
- Such insurance shall not be subjected to a first excess exceeding R 500.

6.6 Accidents

- In addition to the statutory obligations, the Contractor shall immediately report to the Head: Information Management Unit all accidents and all abnormal situations and occurrences affecting the Works or the execution of this Contract, whether or not such accidents are in respect of damage to the Works, or persons, property or things.
- If required by the Head: Information Management Unit, the report shall be in writing and shall contain full details of the occurrences.
- Head: Information Management Unit shall have the right to make any or all enquiries, either on site of the Works or elsewhere, as to the cause and results of such accidents, situations or occurrences and the Contractor shall give the Senior Manager or Manager: Networks & Telecommunications, full facilities for carrying out such enquiries.

6.7 Protection of Works and Injury to Persons

- The contractor shall, at his/her own expense, take all precautions requisite for the protection for life and property on, and about, and shall indemnify, and keep indemnified, eThekweni IT against losses, claims, demands, proceedings, damages, costs, charges and expenses of whatsoever nature, howsoever arising, in respect of injury to, or death or loss of, or damaged to, any property or person at any time during the currency of the Contract.

6.8 Remedy on Contractors' Failure to Insure

- Failure by the Contractor to effect and keep in force the insurance hereof, or to comply with the requirements of the Occupational Injuries and Disease Act, shall be in breach of Contract and, until such breach is remedied, the Council may require the Contractor to discontinue the Work, may withhold payment, or may effect and keep in force such insurance.

6.9 Occupational Injuries and Disease Act

- The Contractor, shall, before commencing execution of his/her duties under this Contract, produce documentary proof to the City Treasurer that he/she/they have complied in all respect with the provision of the Occupational Injuries and Disease Act.
- The Contractor undertakes that he/she/they will perform all obligations and comply with all provisions of the Occupational Injuries and Disease Act and more particularly that he/she/they will render all returns and pay all assessments for which he is liable in terms of such Act.

6.10 Occupation Health and Safety Act 1993

- The Contractor shall comply with the Occupation Health and Safety Act, 1993 and all Regulations made there under.
- The Contractor acknowledges that he/she/they are fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

- The contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions on the Act, Regulations or Safety Rules and System Operating Regulations.
- The contractor shall appoint a person who will liaise with the Senior Manager or his/her representative, on all relevant safety issues.
- eThekwini IT may, at any stage during the currency of this agreement, be entitled to:
 - Do safety audits at the Contractor's work-places on its employees;
 - Refuse any employee access to its premises if such person has been found to commit any lawful act or unsafe working practice or is found to not authorised or qualified in terms of the Act.

6.11 Cession and/or Assignment

- The Contractor shall not sub-let (subcontract) or assign this Contract nor shall he/she/they cede or delegate any of his/her/their rights or duties there under.

6.12 Contractor to Note and Comply with the Following

- eThekwini IT has the right to have any Contractors personnel removed off site without cancelling the contract if, in eThekwini IT's opinion, it is warranted.
- eThekwini IT reserves the right to request disciplinary/corrective action if, and when required.
- The Contractor shall operate under the directions and instructions of the Senior Manager or his/her representative, or such person(s) as may be appointed.
- The Contractor shall transport his/her own staff to, and from site.
- The Contractor shall comply with all Local and Statutory Labour Laws and Agreements.
- The present minimum labour rate shall be complied with.
- The Contract shall similarly ensure that his/her staff abides by such regulations.
- The Contractor shall maintain a high standard of workmanship expected by eThekwini IT and shall comply with any quality assurance and quality procedure implemented by eThekwini IT.
- The Contractor shall provide all safety apparels, safety equipment and cleaning materials.
- Bidders shall note that it is the intention of eThekwini IT department to accept up to five technical and contractually compliant bids, which will permit eThekwini IT Department to operate within the estimated budget.

6.13 Disputes and Arbitrations

- If either the employer or the Contractor is dissatisfied with the decision, instruction or order of the Senior Manager or his/her representative as confirmed, reversed or varied in accordance with the Conditions of Contract, either party may refer the matter to arbitration but such reference but shall

not relieve the Contractor of his obligation to proceed with the Works in accordance with the decision, instruction or order as so confirmed, reversed or varied no relieve the Employer of any of his obligations under the Contract.

- No question, dispute or difference arising between the Contractor and the Council under the Contract shall be referred to arbitration unless an attempt has been made to settle the same amicably by reference to a Mediator appointed by agreement between the parties. Such mediation proceedings shall be held without legal representation and shall be held within 30 days, or such other period that may be agreed upon between the parties, of a request by either the parties for the appointment of a Mediator.
- If at any time any question, dispute or difference shall arise between the Employer and the Contractor in connection with or arising out of the Contract or the carrying out of the Works (whether during the progress of the Works or after their completion or whether before or after the termination, abandonment or breach of the Contract) which cannot be settled amicably by mediation either party shall, as soon as reasonably practicable, but not earlier than three months after a request made to settle the dispute amicably has been made to the other party, give to the other notice in writing of the existence of such questions, disputes or difference specifying the nature and the point at issue, and the same shall be either finally settled by arbitration under the terms of the South African Arbitration Act 42 of 1965 or be referred to court of law. Such notice in terms of this clause shall have the effect of interrupting prescription.
- Performance of Contract shall continue during the mediation and/or arbitration proceedings unless the Employer shall order the suspension thereof, and if any such suspension shall be ordered the reasonable expenses of the Contractor occasioned by the suspension shall be included in the Contract Price if the Mediator/Arbitration Court of Law so decide. No payment due or payable by the Employer shall be withheld on account of pending reference to arbitration.

6.14 Remedies for Non-performance

- Should the Networks Department be of the opinion that the Contractor has failed to carry out the obligations in terms of this Contract, or eThekweni IT in its absolute discretion, is in any way dissatisfied with the goods or services rendered, then eThekweni IT may give the Contractor notice, in writing, of such complaints and, if the situation is not rectified within seven (7) days of such notice, eThekweni IT may forthwith cancel this Contract.
- Council's Remedies for Undue Delay and Breach of Contract, etc.
- Time shall be considered of the essence of this Contract. If, therefore, it should appear to the Senior Manager: Networks & Telecommunications or his/her representative that the Contractor is unnecessarily delaying the commencement of the work or that, after commencement, he is not progressing with the same in a proper and expeditious manner or that he/she does not strictly

conform to the orders which may be given him/her by Senior Manager: Networks & Telecommunication or his/her representative from time to time or become insolvent, then in such cases or in the case of the breach of any other remedy which may be available to it either in terms of this Contract or a prejudice to any other remedy which may be available to it either in terms of the Contracts or a Common Law, by notice in writing, to terminate this Contract so far as concerns the performance of the same under the directions and by means of the Contractor. This will not thereby affect, in any other respects, the liability of the said Contractor.

- The Council may enter in any of the Works and take possession and use, or cause to be used gratuitously, until the completion of the Contract Works, the plant, tools or materials or the Contractor and to re-let the undertaking, or any part thereof, upon such condition as it may think fit, or from time to time engage workmen and use all such plant, tools and materials as may be necessary and employ the same in such manner as the Senior Manager or his/her representative may think necessary and proper for completing the works, or for repairing or remedying, or endeavouring to repair any defects which may appear therein.
- The Senior Manager or his/her representative shall be at liberty to authorise (by his/her certificate) the Council to deduct the costs, charges and expenses in consequences incurred but e Council or to which the Council may be put or liable, from any sum or sums of money which, being the value as determined by the Senior Manager or his/her representative or at the Contractor's rate of work as completed, provided such prices are detailed in tis tender and the value of the plant, tools and materials remaining after the completion of the works; and in case such sums of money shall not be sufficient to defray such costs, charges and expenses, then it shall be lawful for the Council to recover the same from the Contract by action at law or otherwise.

The Council reserves to itself the absolute right of cancelling of this Contract for any breach of the Conditions thereof, without the Contractor being entitled to claim any compensation or damages in respect of such cancellation.

7. Pricing Structure

7.1 General

- The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Document, which is included in the Conditions of Tender and Conditions of Contract.

7.2 Quantities Reflected in the Schedule

- The quantities given in the Bill of Quantities are estimates only and subjected to re-measurement during the execution of the work.
- The estimated quantities will be used to evaluate the pricing portion of this tender.

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- The Contractor shall obtain from the Senior Manager or Manager: Networks & Telecommunications detailed instructions for all work before ordering any materials or executing work or making arrangements for it.
 - The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specification and Project Specification and Drawings.
 - Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
 - The validity of the Contract will in no way be affected by the differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

7.3 Pricing of the Bill of Quantities

- All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT).
- VAT will be added in the Summary of the Bill of Quantities

8. Evaluation of Response

- Evaluation will be done in two phases:
 1. Technical Evaluation- to ensure that the response meet the mandatory requirements.
See [SCT 14 page 11 and 12](#).

Price and preference points evaluation- to establish the lowest cost technically compliant option over the full period of the contract. Preference points will be added as per Annexure 6 MBD 6.1 Preference Point Claim

7.1 General

- The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Document, which is included in the Conditions of Tender and Conditions of Contract.

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- The quantities given in the Bill of Quantities are estimates only and subjected to re-measurement during the execution of the work.
- The estimated quantities will be used to evaluate the pricing portion of this tender.
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- Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
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- VAT will be added in the Summary of the Bill of Quantities

SECTION 8: SCHEDULE OF RATES

	Item	Type	Unit of Measure	Estimated Quantity	Unit Price (Excl. Vat)	Unit Price X Quantity
1	Bush Cutting		m	210		
2	Excavation and backfilling of trench in soft soil (400 mm width x 800 mm depth)	Soft Soil	m	4200		
3	Excavation and backfilling of trench in normal soil - Pickable(400 mm width x 800 mm depth)	Normal Soil Pickable	m	1200		
4	Excavation and backfilling of trench in normal soil (400 mm width x 800 mm depth)	Normal Soil	m	900		
5	Excavation and backfilling of trench in hard soil Pickable (400 mm width x 800 mm depth)	Hard Soil Pickable	m	600		
6	Excavation and backfilling of trench in hard soil - (400 mm width x 800 mm depth)	Hard Soil	m	300		
7	Excavation of trial pit (400mm width x 1000mm length x 1200mm depth)	Pilot Hole	m	30		
8	Excavation and backfilling of trench in soft soil (300 mm width x 1000 mm depth)	Soft Soil	m	600		
9	Excavation and backfilling of trench in normal soil Pickable (300 mm width x 1000 mm depth)	Normal Soil Pickable	m	300		
10	Excavation and backfilling of trench in normal soil - 300mm width x 700mm depth	Normal Soil	m	300		
11	Excavation and backfilling of trench in hard soil Pickable (300 mm width x 1000 mm depth)	Hard Soil Pickable	m	150		
12	Excavation and backfilling of trench in hard soil - 300mm width x 700mm depth	Hard Soil	m	150		
13	Excavation and backfilling of trench in soft soil (300 mm width x 500 mm depth)	Soft Soil	m	180		
14	Excavation and backfilling of trench in normal soil - Pickable(300 mm width x 500 mm depth)	Normal Soil Pickable	m	180		
15	Excavation and backfilling of trench in hard soil using jack hammer (500 mm x 650 mm)	Tar	m	7		

16	Excavation and backfilling of trench in hard soil using jack hammer (400 mm x 950 mm)	Hard Soil	m	30		
17	Excavation and backfilling of trench in hard soil using jack hammer (900 mm x 650 mm)	Hard Soil	m	5		
18	Excavation and backfilling of trench in hard soil using jack hammer (1400 mm x 950 mm)	Hard Soil	m	7		
19	Excavation and backfilling of trench in normal soil (500 mm x 500 mm)	Normal Soil	m	180		
20	Excavation and backfilling of trench in normal soil - 600mm width x 800mm depth	Normal Soil	m	180		
21	Excavation and backfilling of trench in hard soil Pickable (300 mm width x 650 mm depth)	Hard Soil Pickable	m	180		
22	Excavation and backfilling of trench in hard soil - 400mm width x 950mm depth	Hard Soil Pickable	m	180		
23	Excavation and backfilling of trench in normal soil (1000 mm width x 1200 mm depth)	Normal Soil	m	18		
24	Rock Excavation	Machinery Required	cubic m	69		
25	Saw-Cutting un-reinforced hardened surface (100 x 200mm)		m	12		
26	Bedding and Padding	Purchase, place in trench and work	m	600		
27	Ducting Supply & Install	1 x 40mm in normal soil (electricity - yellow)	m	300		
28	Ducting Supply & Install	1 x 50mm in normal soil	m	105		
29	Ducting Supply & Install	1 x 110mm in normal soil	m	4200		
30	Ducting Supply & Install	2 x 110mm in normal soil	m	900		
31	Ducting Supply & Install	1 x 160mm in normal soil	m	150		
32	Ducting Installation (50mm HDPE)	1 x 50mm in normal soil (electricity - yellow)	m	720		
33	Ducting Installation (160mm PVC)	1 x PVC 160mm diameter duct	m	100		
34	Installation of underground junction box	1x Supply and Install J2 Type	ea	30		

35	Installation of underground junction box	1x Supply and Install J3 Type	ea	30		
36	Directional Drilling - 1 x 110mm	1x 110mm pipe to avoid road congestion	m	81		
37	Directional Drilling - 2 x 110mm	2 x 110mm pipe to avoid road congestion	m	81		
38	Directional Drilling - 1 x 160mm	1 x 160mm pipe to avoid road congestion	m	45		
39	Concrete encasement of pipes (labour and 20 mpa concrete)	300mm width x 220mm depth	m	45		
40	Concrete encasement of pipes (labour and 20 mpa concrete)	400mm width x 220mm depth	m	45		
41	External wall core drilling	diameter 50mm - 150mm (Building outer wall ≤250mm wide)	ea	90		
42	Core drilling	Concrete apron 300mm deep x 75mm diameter	ea	30		
43	Jetting Of Blockages	Sand, Rubble or Water	hr	30		
44	Provide entry into existing manhole	1 x 110mm	ea	15		
45	Import backfill	Purchase, place in trench and work	cubic m	30		
46	Re-instatements 1	Grass / Vegetation / Gravel - Supply and Install	square m	150		
47	Re-instatements 2	Paving / Tiles / Bricks - Supply and Install	square m	165		
48	Re-instatements 3	Cut and Temporary Reinstate Roads	m	225		

49	Re-instatements 4	Cut and Temporary Reinstate Driveway, Pavements	m	300		
50	Re-instatements 5	Cut and Permanent Reinstate Driveway, Pavements	m	180		
51	Re-instatements 6	Cut and Permanently Reinstate Roads	m	30		
52	Re-instatements 7	Cut and Permanently Reinstate Roads with Asphalt	m	30		
53	Bridge crossing - Bosal Piping	Supply 110mm stainless steel pipes and attach to bridge	m	90		
54	Laying of Concrete Slab	Laying of 1 x 1 concrete slab, including removal of original slab	ea	30		
55	Pre-Haul Fibre test (OTDR)	-	per Fibre	133		
56	Post-Haul test (OTDR)	-	per Fibre	958		
57	End to end Testing	-	per Fibre	2742		
58	Splicing Kit		ea	15		
59	Fibre optic Terminations	-	per Fibre	2700		
60	Unjacketed pigtails 1m type LC		ea	1650		
61	Wall mounted 9U Cabinet	Supply and install	ea	6		
62	Wall mounted 12U Cabinet	Supply and install	ea	6		
63	32U floor mounted cabinet	Supply and install	ea	6		
64	Cross Connect Box	Supply and install	ea	3		

65	Cabinet Recovery	per cabinet	ea	12		
66	Patch panel recovery	Includes neatening of fibre	ea	18		
67	Placing of Fibre Optic Manholes (including connectors)		ea	22		
68	Hauling in Draw Wire		m	1020		
69	Conduit Installation	25mm required	m	180		
70	Conduit Installation	30mm required	m	240		
71	Conduit Installation	50mm required	m	300		
72	Pressure end caps (Required for Micro Duct)	Supply and install	ea	100		
73	14/12 reducer couplers	Supply and install	ea	100		
74	12/10 couplers	Supply and install	ea	100		
75	Single Mode CST Armoured Optic Fibre Cable (includes slack and losses)	12 Core F/O (10 / 125µm)	m	4800		
76	Single Mode CST Armoured Optic Fibre Cable (includes slack and losses)	24 Core F/O (10 / 125µm)	m	4800		
77	Single Mode CST Armoured Optic Fibre Cable (includes slack and losses)	48 Core F/O (10 / 125µm)	m	8100		
78	Single Mode CST Armoured Optic Fibre Cable (includes slack and losses)	96 Core F/O (10 / 125µm)	m	1500		
79	Single Mode CST Armoured Optic Fibre Cable (includes slack and losses)	144 Core F/O (10 / 125µm)	m	750		
80	Multi Mode CST Armoured Optic Fibre Cable (includes slack and losses)	12 Core F/O (50 / 125µm)	m	180		
81	Multi Mode CST Armoured Optic Fibre Cable (includes slack and losses)	24 Core F/O (50 / 125µm)	m	180		
82	Single Mode HD Aerial Optic Fibre Cable (includes slack and losses)	12 Core F/O (10 / 125µm)	m	4500		
83	Single Mode HD Aerial Optic Fibre Cable (includes slack and losses)	24 Core F/O (10 / 125µm)	m	4500		
84	Single Mode HD Aerial Optic Fibre Cable (includes slack and losses)	48 Core F/O (10 / 125µm)	m	3300		
85	Multi Mode HD Aerial Optic Fibre Cable (includes slack and losses)	12 Core F/O (50 / 125µm)	m	180		

SECTION 8

86	Multi Mode HD Aerial Optic Fibre Cable (includes slack and losses)	24 Core F/O (50 / 125µm)	m	180		
87	Single Mode Optic Fibre 5.8mm Microcable	Supply and float 12 Core	m	300		
88	Single Mode Optic Fibre 5.8mm Microcable	Supply and float 24 Core	m	6000		
89	Single Mode Optic Fibre 5.8mm Microcable	Supply and float 48 Core	m	8100		
90	Single Mode Optic Fibre 5.8mm Microcable	Supply and float 72 Core	m	3000		
91	Single Mode Optic Fibre 7.3mm Microcable	Supply and float 96 Core	m	1500		
92	Single Mode Optic Fibre 7.9mm Microcable	Supply and float 144 Core	m	1500		
93	1 way 14/10 or 12/10 micro-duct in ceiling on wall and cable tray	Supply and install	m	72		
94	1 way 14/10 or 12/10 direct burial micro-duct in open trench	Supply and install	m	36		
95	2 way 14/10 or 12/10 direct burial micro-duct in open trench	Supply and install	m	600		
96	4 way 14/10 or 12/10 direct burial micro-duct in open trench	Supply and install	m	2400		
97	7 way 14/10 or 12/10 direct burial micro-duct in open trench	Supply and install	m	6000		
98	1 way 14/10 or 12/10 micro-duct in 110mm HDPE or 25mm - 50mm Bosal/PVC duct/trunking	Supply and install	m	3000		
99	2 way 14/10 or 12/10 micro-duct in 110mm HDPE or 25mm - 50mm Bosal/PVC duct/trunking	Supply and install	m	6000		
100	4 way 14/10 or 12/10 micro-duct in 110mm HDPE or 25mm - 50mm Bosal/PVC duct/trunking	Supply and install	m	3000		
101	7 way 14/10 or 12/10 micro-duct in 110mm HDPE duct or 50mm PVC duct or 50mm Bosal Pipe	Supply and install	m	1500		
102	40/34mm Sub Duct	Supply and install	m	150		
103	DIT (Duct Integrity Testing) per duct length	Per Tube with micro duct	m	300		
104	Cable Hauling - Existing Route	To haul through existing Route, incl. rodding & clearing blockages	m	8820		

105	Cable Hauling - New route	To haul through new route	m	6720		
106	Cable Installation	Install optic cable onto cable trays risers or in ceilings	m	300		
107	Entry gland (Required when multiple cables are installed into a single splice tray)	Supply and install	ea	200		
108	Reclamation of underground fibre cables (cable up to 95mm), for returning to stores or scrap	rates to exclude transport costs and excavation costs.	m	180		
109	24 port ODF (patch panel with 24 duplex LC mid couplers) including fibre pig tails, excluding splicing	Supply and Install	ea	45		
110	48 port ODF (patch panel with 48 duplex LC mid couplers) including fibre pig tails, excluding splicing	Supply and Install	ea	30		
111	96 port ODF (patch panel with 96 duplex LC mid couplers) including fibre pig tails, excluding splicing	Supply and Install	ea	30		
112	144 port ODF (patch panel with 96 duplex LC mid couplers) including fibre pig tails, excluding splicing	Supply and Install	ea	15		
113	Dome Joint 2-way	Supply & Install Dome Joint	ea	30		
114	Dome Joint 4-way	Supply & Install Dome Joint	ea	45		
115	Dome Joint 6-way	Supply & Install Dome Joint	ea	30		
116	FIST-GCO2-BC - 6 Port - 192 Fibre	Supply & Install Dome Joint	ea	30		
117	FIST-GCO2-BD - 8 Port - 336 Fibre	Supply & Install Dome Joint	ea	30		
118	3M Type Splice Box - 12 core + SC connectors	Supply & Install	ea	18		
119	Outdoor Fibre Enclosure - 24 core	Supply & Install	ea	30		
120	Outdoor Fibre Enclosure - 48 core	Supply & Install	ea	30		
121	Outdoor Fibre Enclosure - 96 core	Supply & Install	ea	30		

122	Cable Ties (Pack of 100)	Supply and Install	ea	30		
123	Saddles	Supply and Install	ea	300		
124	York wall boxes J2	Supply and Install	ea	45		
125	York wall boxes J3	Supply and Install	ea	45		
126	Sprag (intemal type) - 32mm	Supply and Install	m	30		
127	Sprag (intemal type) - 50mm	Supply and Install	m	30		
128	Trunking 16mmX25mm	Supply and Install	m	90		
129	Trunking 25mmX40mm	Supply and Install	m	90		
130	Trunking 40mmX40mm	Supply and Install	m	90		
131	Trunking 100mmX40mm	Supply and Install	m	90		
132	Trunking 100mmX100mm	Supply and Install	m	60		
133	Cable Management Rail - 540mm - 2 rings	Supply and Install	ea	12		
134	Cable Management Rail - 1340mm - 4 rings	Supply and Install	ea	18		
135	Cable Management Plastic Ring with Guide	Supply and Install	ea	150		
136	Hilti 6mm wall plug (box contains 100)	To Mount Trunking And Conduit	ea	66		
137	Supply and install cable trays	RF HD 225mm	m	90		
138	Supply and install cable trays	(Wire Basket 100mm Wide 75mm Depth) including bends	m	30		
139	Supply and install welded wired mesh cable tray (WWHD 100mm) including joiner set	Supply and Install	m	30		
140	Supply and install welded wired mesh cable tray (WWHD 200mm) including joiner set	Supply and Install	m	30		
141	Tangents for aerial cable	Supply and Install	ea	225		

142	Deadends for aerial cable	Supply and Install	ea	225		
143	Stay Wire Kit - Aerial cable	Supply and Install	ea	225		
144	Slack Bins for Optical Fibre Cable	Supply and Install	ea	12		
145	Manhole Key (MetroConnect & IRPTN)	Supply	ea	2		
146	Cabinet blanking plates - 1U	Supply and Install	ea	90		
147	Cabinet blanking plates - 2U	Supply and Install	ea	90		
148	Cabinet blanking plates - 4U	Supply and Install	ea	45		
149	Cabinet brush panel - 1U	Supply and Install	ea	120		
150	Cabinet brush panel - 1U including tray	Supply and Install	ea	120		
151	Wayleave Applications	Prepare and submit	ea	30		
152	eThekwini Fibre Spec Trench Warning Tape	Supply	ea	30		
153	Locating and Activating Spares	Supply	ea	75		
154	Route verification		per km	800		
155	Proving and investigating	route/feasibility	Per Hour	180		
156	3rd Party Project Management	complex projects with extensive civils	Per Day	30		
157	Supply and Install Precast Manholes	750 mm deep, 750 mm diameter, fitted with lockable lid	ea	27		
158	MC spec precast Manhole cover (slab, frame and lid)	On existing manhole	ea	45		
159	MC spec lockable Manhole covers (slab, frame and lid)	Supply and Install, on existing manhole	ea	45		
160	MC spec lockable Manhole 600mm covers - Heavy duty trafficable (slab, frame and lid)	Supply and Install, on existing	ea	6		

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		manhole				
161	MC specification manhole 600mm x 600mm, lockable manhole cover (600mm)	Supply and Install complete manhole	ea	30		
162	MC specification manhole 600mm x 600mm, lockable heavy duty trafficable manhole cover (600mm)	Supply and Install complete manhole	ea	6		
163	MC specification manhole 1m x 1m, lockable manhole cover (600mm)	Supply and Install complete manhole	ea	27		
164	MC specification manhole 1m x 1m, heavy duty trafficable lockable manhole cover (600mm)	Supply and Install complete manhole	ea	6		
165	Small concrete precast manhole including rings with knockouts and precast cover	1000mm(diameter)x500mm (Depth) with knockouts	ea	18		
166	Supply and install MC specification handhole 600mm, including lockable manhole cover (600mm)	Complete handhole	ea	15		
167	Supply and install MC specification handhole 1000mm, including lockable manhole cover (600mm)	Complete handhole	ea	45		
168	Supply and install of 600mm fibre cement chamber on remediated manholes	Supply and install	ea	12		
169	Build double skin, clay brick manhole structure on remediated manholes	Supply and install	ea	75		

70	Supply Vandal Resistant manhole cover lids with plastic retaining hinge, locking mechanism and differentiated key hole Cover diameter 600mm height 80mm weight 14kg SANS duty class 40 KN MD	Supply and install	ea	50		
170	Cable protection slabs	Supply and install	ea	5		
171	Cable markers	Supply and install	ea	5		
173	Supply and install 9 meter pole (Gum)	Supply and install	ea	90		

174	Supply and install 12 meter pole (Gum)	Supply and install	ea	45		
175	Supply and install 9 meter pole (Concrete)	Supply and install	ea	2		
176	Rubble Removal		cubic m	30		
177	Greenlee Omnimarker, Manhole Ball Marker	Orange – Telephone - Supply and install	ea	60		
178	Cleaning of Manholes	Service	ea	66		
179	Labelling of dome joint/splice trays	Includes Label	ea	150		
180	Labelling of manholes	Black lettering on Yellow background	ea	90		
181	Labelling of fibre optic cables	Includes Label, Plastic Housing and Cable Tie	ea	168		
182	Hire of Cherry Picker	For Aerial Operations	Per Hour	29		
183	Traffic accommodation	Cordon Off Road	Per Hour	29		
184	Supply and install interlocking block retaining wall	Supply and install	ea	5		
185	Supply and place city duct markers including painting with yellow road marking paint	Supply and install	ea	18		
186	Red and white barrier tape (in the event of the supplier being unable to supply eThekweni Danger Tape)	Supply and install	ea	5		
187	DCP testing every 10m	Per Test	ea	150		
188	Labelling of splice trays/patch leads	Supply and install	ea	150		
189	LC-LC Duplex Single Mode Patch Lead - 1m	Supply and install	ea	120		
190	LC-LC Duplex Single Mode Patch Lead - 2m	Supply and install	ea	150		
191	LC-LC Duplex Single Mode Patch Lead - 3m	Supply and install	ea	150		

192	LC-LC Duplex Single Mode Patch Lead - 5m	Supply and install	ea	420		
193	LC-LC Duplex Single Mode Patch Lead - 10m	Supply and install	ea	480		
194	LC-LC Duplex Single Mode Patch Lead - 15m	Supply and install	ea	180		
195	LC-LC Duplex Single Mode Patch Lead - 20m	Supply and install	ea	120		
196	LC-LC Duplex Single Mode Patch Lead - 25m	Supply and install	ea	36		
197	LC-LC Multi Mode Patch Lead - 10m	Supply and install	ea	100		
198	LC-LC Multi Mode Midcoupler	Supply and install	ea	100		
199	Midcoupler Screws	Supply and install	ea	100		
200	LC-LC Duplex Single Mode Patch Lead - 1m - Ruggedised	Supply and install	ea	90		
201	LC-LC Duplex Single Mode Patch Lead - 2m - Ruggedised	Supply and install	ea	120		
202	LC-LC Duplex Single Mode Patch Lead - 3m - Ruggedised	Supply and install	ea	60		
203	LC-LC Duplex Single Mode Patch Lead - 5m - Ruggedised	Supply and install	ea	48		
204	LC-LC Duplex Single Mode Patch Lead - 10m - Ruggedised	Supply and install	ea	60		
205	LC-LC Duplex Single Mode Patch Lead - 15m - Ruggedised	Supply and install	ea	36		
206	LC-LC Duplex Single Mode Patch Lead - 20m - Ruggedised	Supply and install	ea	24		
207	LC-LC Duplex Single Mode Patch Lead - 25m - Ruggedised	Supply and install	ea	12		
208	LC-APC-LC Duplex Single Mode Patch Lead - 1m	Supply and install	ea	3		
209	LC-APC-LC Duplex Single Mode Patch Lead - 2m	Supply and install	ea	3		
210	LC-APC-LC Duplex Single Mode Patch Lead - 3m	Supply and install	ea	3		
211	LC-APC-LC Duplex Single Mode Patch Lead - 5m	Supply and install	ea	3		
212	LC-SC Duplex Single Mode Patch Lead - 1m	Supply and install	ea	60		

213	LC-SC Duplex Single Mode Patch Lead - 2m	Supply and install	ea	45		
214	LC-SC Duplex Single Mode Patch Lead - 3m	Supply and install	ea	30		
215	LC-SC Duplex Single Mode Patch Lead - 5m	Supply and install	ea	12		
216	LC-SC Duplex Single Mode Patch Lead - 10m	Supply and install	ea	12		
217	LC-SC Duplex Single Mode Patch Lead - 15m	Supply and install	ea	9		
218	LC-SC Duplex Single Mode Patch Lead - 20m	Supply and install	ea	6		
219	LC-SC Duplex Single Mode Patch Lead - 25m	Supply and install	ea	6		
220	LC-SC Duplex Single Mode Patch Lead - 1m - Ruggedised	Supply and install	ea	18		
221	LC-SC Duplex Single Mode Patch Lead - 2m - Ruggedised	Supply and install	ea	12		
222	LC-SC Duplex Single Mode Patch Lead - 3m - Ruggedised	Supply and install	ea	6		
223	LC-SC Duplex Single Mode Patch Lead - 5m - Ruggedised	Supply and install	ea	6		
224	LC-SC Duplex Single Mode Patch Lead - 10m - Ruggedised	Supply and install	ea	6		
225	LC-SC Duplex Single Mode Patch Lead - 15m - Ruggedised	Supply and install	ea	6		
226	LC-SC Duplex Single Mode Patch Lead - 20m - Ruggedised	Supply and install	ea	3		
227	LC-SC Duplex Single Mode Patch Lead - 25m - Ruggedised	Supply and install	ea	3		
228	LC-ST Duplex Single Mode Patch Lead - 1m	Supply and install	ea	30		
229	LC-ST Duplex Single Mode Patch Lead - 2m	Supply and install	ea	30		
230	LC-ST Duplex Single Mode Patch Lead - 3m	Supply and install	ea	15		
231	LC-ST Duplex Single Mode Patch Lead - 5m	Supply and install	ea	15		
232	LC-ST Duplex Single Mode Patch Lead - 10m	Supply and install	ea	12		
233	LC-ST Duplex Single Mode Patch Lead - 15m	Supply and install	ea	9		

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234	LC-ST Duplex Single Mode Patch Lead - 20m	Supply and install	ea	6		
235	LC-ST Duplex Single Mode Patch Lead - 25m	Supply and install	ea	3		
236	LC-LX.5 Duplex Single Mode Patch Lead - 1m	Supply and install	ea	15		
237	LC-LX.5 Duplex Single Mode Patch Lead - 2m	Supply and install	ea	9		
238	LC-LX.5 Duplex Single Mode Patch Lead - 3m	Supply and install	ea	9		
239	LC-LX.5 Duplex Single Mode Patch Lead - 5m	Supply and install	ea	6		
240	LC-LX.5 Duplex Single Mode Patch Lead - 10m	Supply and install	ea	6		
241	LC-LX.5 Duplex Single Mode Patch Lead - 15m	Supply and install	ea	6		
242	LC-LX.5 Duplex Single Mode Patch Lead - 20m	Supply and install	ea	3		
243	LC-LX.5 Duplex Single Mode Patch Lead - 25m	Supply and install	ea	3		
244	LC-LC Multi Mode Patch Lead - 1m	Supply and install	ea	6		
245	LC-LC Multi Mode Patch Lead - 2m	Supply and install	ea	6		
246	LC-LC Multi Mode Patch Lead - 3m	Supply and install	ea	6		
247	LC-LC Multi Mode Patch Lead - 5m	Supply and install	ea	6		
248	LC-SC Multi Mode Patch Lead - 1m	Supply and install	ea	6		
249	LC-SC Multi Mode Patch Lead - 2m	Supply and install	ea	6		
250	LC-SC Multi Mode Patch Lead - 3m	Supply and install	ea	6		
251	LC-SC Multi Mode Patch Lead - 5m	Supply and install	ea	6		
252	LC-ST Multi Mode Patch Lead - 1m	Supply and install	ea	6		
253	LC-ST Multi Mode Patch Lead - 2m	Supply and install	ea	6		
254	LC-ST Multi Mode Patch Lead - 3m	Supply and install	ea	6		

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255	LC-ST Multi Mode Patch Lead - 5m	Supply and install	ea	6		
256	LC-LX.5 Multi Mode Patch Lead - 1m	Supply and install	ea	6		
257	LC-LX.5 Multi Mode Patch Lead - 2m	Supply and install	ea	6		
258	LC-LX.5 Multi Mode Patch Lead - 3m	Supply and install	ea	6		
259	LC-LX.5 Multi Mode Patch Lead - 5m	Supply and install	ea	6		
260	LC-LC 24 core Breakout Cable - 5m	Supply and install	ea	6		
261	LC-LC 24 core Breakout Cable - 10m	Supply and install	ea	6		
262	LC-LC 24 core Breakout Cable - 15m	Supply and install	ea	6		
263	LC-LC 24 core Breakout Cable - 20m	Supply and install	ea	6		
264	LC-LC 24 core Breakout Cable - 25m	Supply and install	ea	6		
265	LC-LC 24 core Breakout Cable - 30m	Supply and install	ea	6		
266	LC-LC Duplex Midcoupler Dual	Supply and install	ea	120		
267	SC-SC Midcoupler	Supply and install	ea	90		
268	ST-ST Midcoupler	Supply and install	ea	60		
269	LC-LC Quad Midcoupler	Supply and install	ea	60		
270	Velco Cable Tidy - 50 strips	Supply	ea	36		
271	Bridge bracket (to firmly hold 110mm sleeves on the side of a bridge)	Supply and install	each	10		
272	Overtime Weekdays	Supply	per hour	100		
273	Overtime Weekends/public Holidays	Supply	per hour	100		
274	Labour (for items not included above)	Supply	per hour	150		
275	Transport- Vehicle up to 3 Tonne	Supply	per hour	36		

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276	Transport- Vehicle up to 8 Tonne with Crane	Supply	Per Hour	14		
					Total price excl vat	
					VAT	
					Total estimated price incl vat must be moved to Official Tender Form	

SECTION 9: OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 1i-32079** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

QUOTATION PRICE EXCLUSIVE OF VAT	VAT AMOUNT	QUOTATION PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT):		

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

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

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

Declaration of Interest

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

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

* Signature :

* Name (*capitals*):

Date:

Capacity:

* Name of Business:

Tel:

Address:

Fax:

* Denotes Mandatory Information

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

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

Signature:

Name (*capitals*):

Date:

Capacity:

SECTION 10: ANNEXURES (if applicable)**Annexure 1****RETURNABLE DOCUMENT**

A CV of the fibre technician or team leader of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

a) Personal particulars

Name

Date and place of birth

Place (s) of tertiary education and dates associated therewith

Professional awards

b) Qualifications

(matric, degrees, diplomas, grades of membership of professional societies and professional registrations, accredited fibre optic training certification)

c) Skills

- a) Name of current employer and position in enterprise
- b) Overview of post graduate / diploma experience (year, organization and position)
- c) Outline of recent assignments / experience that has a bearing on the scope of work
- d) A list of at least two contactable references

Annexure 2

Fibre Repair Service Levels

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

1.0 Fault Severity

The severity of a fault is based on the impact or potential impact of a fibre break affecting either the MetroConnect or eThekwini networks.

The outlines the default mapping of severity, but it should be noted that both eThekwini Municipality or their Operator reserve the right to escalate the severity of a fault should the impact warrant it.

Table 1 - Severity Mapping

Type	Service Affecting?	
	Y	N
Core	P1	P2
Distribution	P1	P3
Last Mile	P2	P3
Other		P4

When a call is raised by the Operator, the severity of the call will be clearly communicated to the responding contractor.

It is the Supplier's responsibility to understand and be aware of the SLAs that apply to the supplied severity.

2.0 Update Intervals

Regular updates on progress are required to meet eThekwini's upstream SLAs which they provide to third parties under contract with the following update intervals being required:

Table 2. Update schedule by severity

Priority	Response Time
P1	Every hour
P2	Every hour
P3	Every 2 hours
P4	Every working day

3.0 SLA1: Responding to Faults

This SLA measures the amount of time it takes for a fibre team to respond to the fault by arriving at site and doing preliminary testing.

The requirements to meet this SLA are as follows:

- Fibre team has arrived at either the MetroConnect PoP site or Customer Premises within the specified time.
- OTDR readings confirming break distance have been completed.
- Site register has been signed and times are accurate.
- MetroConnect have been contacted via email or SMS to confirm arrival and OTDR distances.
- Updates are given on time either telephonically, via SMS or via email as per the update schedule for the given severity.
- Time is measured from the moment of dispatch, which will be via email and confirmed telephonically.
- Access to most sites must be arranged in advance, and any delays from either customers or eThekwini will result in the SLA being paused. However, should access not be requested by the contractor in advance, no pause will be granted.
- Should access to both sides of a break not be possible, or if the OTDR distances from the accessible site show the break to be **more than 70% of the total cable distance** towards the inaccessible site, the SLA may be paused until access can be arranged.
- This for difficulties in the physical location of the break which may be more challenging on longer links.
- Failure to meet this SLA will result in <penalties> Refer to Clause SCC 22.1 and GCC Clause 23

The following response times apply based on the severity of the call:

Table 3. SLA1 Response Times by Severity

Priority	Response Time
P1	1 hours
P2	1 hours
P3	2 hours
P4	2 hours

SLA2: Repair the fault

This SLA measures the amount of time it takes for a fibre team to restore service once the fault team has arrived on site.

The requirements to meet this SLA are as follows:

- Fibre team needs to have repaired the fibre break to the extent that services have restored
- The repair may be temporary in the event that a relocation of the fibre is required
- eThekwini Municipality or their Operator have been notified telephonically that the repair is completed.
- Updates are given on time either telephonically, via SMS or via email as per the update schedule for the given severity.

- Time is measured from the moment go ahead is given by eThekwini, and any time left from SLA1 & SLA2 is added cumulatively.
- In extenuating circumstances, the SLA may be paused should the physical safety of the fibre team be jeopardised. However, the Supplier must have a security team on site for this to apply.
- Failure to meet this SLA will result in penalty. Refer to Clause SCC 22.1 and GCC Clause 23

Table 4. Repair time by severity

Priority	Repair Time
P1	4 hours
P2	6 hours
P3	8 hours
P4	8 hours

Acknowledgement:

Company Director: _____

Company Name: _____

Date: _____

Signature: _____