



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**TENDER NUMBER:**

EED 01-2022.23

<b>TENDER DESCRIPTION:</b>	TENDER FOR THE SUPPORT, SUPPLY, AND INSTALLATION OF SUBSTATION MULTIPLEXING COMMUNICATION EQUIPMENT'S, AS AND WHEN REQUIRED FOR THE PERIOD OF (3) THREE YEARS
----------------------------	---

**NAME OF BIDDER:** .....

**CSD NUMBER:** .....

**VENDOR NUMBER (WHERE APPLICABLE)** .....

Prepared by:  
City of Tshwane Metropolitan Municipality  
Tshwane House  
320 Madiba Street  
Pretoria CBD  
0002  
Tel: 012 358 9999

**BID CLOSING DATE**

**26 JULY 2022**

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**DEPARTMENT: ENERGY AND ELECTRICITY**

Bids are hereby invited from suppliers for the following bid:

<b>Bid number</b>	<b>Description</b>	<b>Department</b>	<b>Contact person</b>	<b>Compulsory briefing session</b>	<b>Closing date</b>
EED 01-2022.23	TENDER FOR THE SUPPORT, SUPPLY, AND INSTALLATION OF SUBSTATION MULTIPLEXING COMMUNICATION EQUIPMENT'S, AS AND WHEN REQUIRED FOR THE PERIOD OF (3) THREE YEARS	Energy and Electricity	Sechaba Modisenyan e	N/A	26 July 2022 at 10:00

**THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE ([www.tshwane.gov.za](http://www.tshwane.gov.za)) and on the E-tender portal.**

**Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:**

**Tshwane House  
320 Madiba Street  
Pretoria CBD  
0002**

**Documents must be deposited in the bid box not later than 10:00 on 26 July 2022**

**Bidders must contact the following officials for any enquiries:**

- Technical enquiries: Sechaba Modisenyan e (012 358 5727 or [sechabam@tshwane.gov.za](mailto:sechabam@tshwane.gov.za))
- Supply chain enquiries: Mulondi Nemaembeni (012 358 6636 or [mulondin@tshwane.gov.za](mailto:mulondin@tshwane.gov.za))

**Bids will remain valid for a period of 90 days after the closing date.**

**Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.**

## INDEX

Number	Details	Document	Page
1.	Very important notice on disqualifications		
2.	Certificate of authority for signatory		
3.	Scope of work		
4.	Pricing schedule		
5.	Invitation to bid	MBD 1	
6.	Pricing schedule: Firm prices (purchases)	MBD 3.1	
7.	Pricing schedule: Non-firm prices (purchases)	MBD 3.2	
8.	Declaration of interest	MBD 4	
9.	Declaration for procurement above R10 million (all applicable taxes Included)	MBD 5	
10.	Preference points claimed form	MBD 6.1	
11.	Local content form	MBD 6.2	
12.	Additional annexure for local content	MBD 6.3	
13.	Contract form: Purchase of goods or works	MBD 7.1	
14.	Contract form: Rendering of services	MBD 7.2	
15.	Declaration of past supply chain management practice	MBD 8	
16.	Certificate of independent bid determination	MBD 9	
17.	General conditions of contract		
18.	Service-level agreement		
<b>LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT</b>			
19.	Company registration certificate		
20.	Rates and taxes or lease agreement		
21.	Clearance certificate or unique PIN		
22.	BBBEE certificate		
23.	CSD summary report		

## VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state;
  - (b) 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
  - (c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

-----  
**Bidder**

## **CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

### **A. COMPANY**

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on ..... 20.....,  
Mr/Ms ..... has been duly  
authorised to sign all documents in connection with  
Bid Number .....

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS/HER CAPACITY AS** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....

## B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as ....., hereby authorise ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....	.....	.....
Signature	Signature	Signature

.....	.....	.....
Date	Date	Date

## C. ONE-PERSON BUSINESS

I, the undersigned, ....., hereby confirm that I am the sole owner of the business trading as .....

.....	.....
Signature	Date

#### **D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on ..... 20..... at  
....., Mr/Ms ....., whose  
signature appears below, has been duly authorised to sign all documents in  
connection with Bid Number .....

**SIGNED ON BEHALF OF THE CLOSE CORPORATION:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**      1. ....

                         2. ....

## E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms ..... , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....



## **SPECIFICATION OR TERMS OF REFERENCE**

### **ENERGY AND ELECTRICITY DEPARTMENT**

#### **BID NAME**

Tender for the Support, Supply, and Installation of Substation Multiplexing Communication Equipment's, as and when required for the Period of (3) Three years

#### **BID NUMBER**

**(EED 01-2022.23)**

### **1. INTRODUCTION AND PURPOSE**

The aim of this tender invitation is to invite prospective service providers for the support, supply, and installation of substation multiplexing communication equipment for the period of three (3) years as and when required.

### **2. BACKGROUND**

The City of Tshwane operates a fiber optic communication network consisting of 65 STM-1 Fox 515 multiplexers located in 132kV primary substations. A further 206 PDH Fox 515 Multiplexers are in 11kV Secondary Substations. The STM-16 Fox 615 Multiplexers are installed at Primary substations. The complete network is managed via a Network Management System. The City of Tshwane also operates a WAN consisting of routers. The City of Tshwane Communication network covers an area of 3200 square kilometers.

The data protection and communication network of the Energy and Electricity division services the various users of the Electricity division. At present, the primary task of the system is to provide communication for the substation protection and power line protection systems. In addition, it provides communication to various substation emergency telephone networks, the Scada system, Tetra network and various load and quality monitoring systems including access control system to the substations. The network presently services the entire 132 kV substations and the 206 secondary substations.

The transmission network of the CoT is based on Synchronous Digital Hierarchy (SDH) transmission facilities. The network speeds are selected to give the best possible service to the users. The main back bone rings are used to set up as many Digital Signal 0 (DS-0) channels as can be made available. The system starts off with 20 channels combined into the fractional E1 links. Each substation is provided with a local area network (LAN) based on 10base-T Ethernet.

Most applications that run on the network have been installed as fixed applications that require communication from various offices to the respective substation for load, quality, and demand monitoring. Communication for the

SCADA system is run from Capital Park control centre, Tshwane. All data connections between the corporate network and Electricity network are routed via the firewall connection at Capital Park. Communication for the micro-Scada system is done via network adapter cards.

### **3. ABBREVIATION**

AAL – ATM Adapter Layer  
ADSL – Asymmetric Digital Subscriber Line  
ATM – Automated Teller Machines  
BIP – Bit-interleaved Parity  
CAS – Channel-Associated Signal  
CCITT – Consultative Committee for International Telephony and Telegraphy  
CCS – Common Channel Signalling  
CES – Circuit Emulation Service  
CESoP – Circuit Emulation Service over Packet  
CMI – Code Mark Inversion  
CoT – City of Tshwane  
CWDM – Coarse Wavelength Division Multiplexing  
DCN – Data Communication Network  
DS – Digital signal  
DSL – Digital Subscriber Line  
DTMF – Dual-Tone Multi-Frequency  
DWDM – Dense Wavelength Division Multiplexing  
DXC – Digital Cross Connect  
ECC – Embedded Communication Channel  
EOC – Embedded Operational Channel  
EMC – Electro Magnetic Compatibility  
EoL – End of Line  
EoS – Ethernet over SDH  
ETSI – European Telecommunications Standards Institute  
FE – Fast Ethernet  
FXS – Foreign eXchange Station  
GbE – Gigabit Ethernet  
GFP – Generic Framing Procedure  
GPS – Global Position System  
HDLC – High-Level Data Link Control  
HDSL – High-bit-rate Digital Subscriber Line  
IEEE - Institute for Electrical and Electronics Engineers  
IF – Interface  
IP – Internet Protocol  
ITU-T – International Telecommunications Union-Telecommunications Section  
LAG – Link Aggregation  
LAN – Local Area Network  
LCAS – Link Capacity Adjustment Scheme  
LES – Loop Emulation Service  
LT – Line Termination  
LTP – Linear Trail Protection  
MCAS – Mercury-CAS  
MCMI – Modified Code Mark Inversion

MIB – Management Information Base  
MLPPP- Multi Link Point to Point Protocol  
MM – Multi Mode  
MSP – Multiplex Section Protection  
MSTP – Multiple Spanning Tree Control  
NE – Network Element  
NMS – Network Management System  
NT – Network Termination  
OHC – Overhead Channel  
OSI – Open System Interconnection  
OSPF – Open Shortest Path First  
PAM – Pulse Amplitude Modulation  
PDH – Plesiochronous Digital Hierarchy  
PoE – Power over Ethernet  
PPP – Point to Point Protocol  
PSTN – Public Switched Telephone Network  
PWE – Pseudo Wire Emulation  
RIP – Routing Information Protocol  
RSTP – Rapid Spanning Tree Protocol  
Rx – Receiver  
SCADA – Supervisory Control and Data Acquisition  
SDH – Synchronous Digital Hierarchy  
SETS – Synchronous Equipment Timing Source  
SFP – Small Form-factor Pluggable  
SHDSL – Single-pair High-speed Digital Subscriber Line  
SIP- Session Initiation Protocol  
SM – Single Mode  
SNCP – Sub-Network Connection Protection  
SNMP – Simple Network Management Protocol  
SOH – Start of Heading  
SSM – Synchronisation Status Messaging  
STM – Synchronous Transport Module  
STP – Spanning Tree Protocol  
TCPAM – Trellis-Coded Pulsamplitudemodulation  
TCP/IP - Transmission Control Protocol/Internet Protocol  
TCP - Transmission Control Protocol  
TDM – Time Division Multiplex  
TETRA – Terrestrial Trunked Radio  
TPE – TeleProtection Equipment  
TTI – Time-Temperature Indicator  
Tx – Transmitter  
UCST – Universal Configuration Software Tool  
UNEM – Universal Network Management  
VC – Virtual Container  
VCAT – Virtual Concatenation  
VLAN – Virtual local area network  
VOIP – Voice over Internet Protocol  
VRRP – Virtual Router Redundancy Protocol  
WAN – Wide-area network

## **4. DEFINITIONS**

*Protection System Communications:* A dedicated set of communications infrastructures for protection relays to exchange their protection signals on.

*Data Communications:* Non-verbal digital data transmission for the purpose of monitoring conditions of indicators and remotely measure variables at the control centre and for transporting control signals from the control centre to the remote substations.

*Voice Frequency Communications:* Verbal or data communications using the voice frequency band. Verbal communications provided by means of extending the private automatic exchange's lines over the communications network.

*Infrastructure:* The presently installed and the to be installed base of optical fibre cable, patch panels, multiplexers and related communication equipment to realise the provision of communication services to operate the electricity network.

## **5. PART A – SUPPORT, SERVICE AND SUPPLY FOR THE EXISTING EQUIPMENT**

### **5.1 Scope of Work**

The Central Management of the network is remotely done with a Network Management system operated from Electronic System Management building, in Riviera, Pretoria. All stations are configured to report via an Embedded Operating Channel (EOC) connected through one of the Data interfaces cards and X21 channels as well as Simple Network Management Protocol (SNMP) via the Ethernet LAN portions of the network.

The power line protection service is run as a separate on multiplexers transmission, using Teleprotection interface card. The City of Tshwane protection and data communication network provides carrier for telephone, SCADA, load monitoring and metering systems.

The following services are supported by the CoT data protection and communication network:

5.1.1 At layer 1:

- Physical layer
- Electrical protection
- SCADA Communication
- Telephones and digital trunked radio networks (Tetra)

5.1.2 At layer 3 and 4:

- Metering
- Quality of Supply
- Load Logging
- Access and Alarm Monitoring
- Stationery Battery Charger Monitoring
- Power Line Theft Monitoring
- VOIP and Telephony Monitoring
- UCST and UNEM Remote Monitoring Software

## **5.2 Support**

5.2.1 The successful tenderer shall provide available team to assist the City of Tshwane with the faults that will occur during the period of this tender.

5.2.2 The City of Tshwane will report all faults by communicating (via telephone call or e-mail) to the Tenderer.

5.2.3 All faults will only be closed after the problem has been fully resolved.

## **5.3 Software Updates and Upgrades**

5.3.1 The Tenderer shall provide a UCST software update for extension and support of the existing Network Management System (NMS).

5.3.2 The Tenderer shall describe in writing the proposed extension and support of the existing NMS on how it will interface with existing Network.

5.3.3 The communication network shall be managed by an NMS that covers Access- and Transport-level in an integrated way.

- 5.3.4 The CoT will procure once-off software licenses for all required software upgrades, and they will remain property of CoT. All required documentation (installation manual, product key, etc.) either softcopy or hardcopy must be submitted as well.
- 5.3.5 The Tenderer shall show how existing devices of the solution-family can be integrated.
- 5.3.5.1 Further, the NMS shall comply with the following requirements:
- The NMS shall offer easy operation and hierarchical geographical network representation for point & click operation.
  - A PC-based solution is preferred. The PC-based NMS shall support dual-view-display which allows displaying the geographical network representation on a separate display.
  - A LINUX-based solution is preferred.
- 5.3.6 The successful bidder shall explain in writing, how non-fibre-optic devices (e.g., tele-protection devices) can be managed and routed remotely with the proposed NMS.
- 5.3.7 The NMS shall support North-& South-bound SNMP-based interface for integration with other systems/devices.
- 5.3.8 The NMS shall support manual & auto-discovery functionality for network elements.
- 5.3.9 For local management, either Serial- or Ethernet – connection shall be possible.
- 5.3.10 The NMS operators shall be able to define criteria for alternative routing within the network. Should the main paths fail, the defined standby path shall be automatically activated.
- 5.3.11 For remote management, all following possibilities shall be possible:
- 5.3.11.1 Via TCP/ IP over LAN, connected to Management-port.
- 5.3.11.2 Via TCP/IP carried in a user-defined LAN-WAN connection embedded in the payload of a connected STM-1/4/16 trunk.
- 5.3.11.3 Via TCP/IP carried in a LAN-WAN connection embedded in the SDH-overhead-channels (OSI tunnelling)
- 5.3.12 A Software debugging and update will be made available to the CoT free of charge.
- 5.3.13 The awarded Tenderer will support the latest release of the UCST software during of this tender and provide most recent updates.

5.3.14 In a case where a new software package is to be supplied, a manual must be accompanied with the supplied software package that describes the installation and operation of the network management system software.

## **5.4 Structure and Pre-Requisite**

5.4.1 The Tenderer shall offer a communication solution that can be functionally split in 2 layers:

- Access S bus layer functionally with – transport capacity up to STM-16.
- Broadband transport – layer functionality with trunk – capacities of STM-1 and higher.

5.4.2 The functionality of both layers shall be covered by the same solution – family and managed under an umbrella NMS (Network Management System).

5.4.3 The solution offered shall belong to Next Generation Multiplexers for Utilities, with support of Ethernet-connectivity over SDH.TDM as well as Ethernet – services shall be handled by the same NMS.

5.4.4 Network with bandwidth needs up to STM-16 can be realized by implementing the access layer functionality with integrated transport.

5.4.5 Offered solution family shall have a track record of not less than 1 year with an overall installed base network of not less than 100 (one hundred) nodes.

5.4.6 The Tenderer shall explain in writing how existing installations of proposed solution can be NMS-wise integrated and capacity-wise upgraded.

## **5.5 Supply of Equipment**

### **5.5.1 General Requirements**

- The equipment shall provide a range of access interfaces for telephony, data, and LAN. Transport facilities shall include optical and electrical STM-1/4/16 SDH & ATM aggregate interfaces (155Mbit/s), HDSL/SHDSL interfaces and a range of PDH optical and electrical interfaces.
- The digital multiplex equipment shall be universal, software-controlled, and provide various interface cards to connect tributary interfaces signals such as voice, tele-protection, and data to aggregate interfaces. On aggregate level 2Mbit/s electrical and 8Mbit/s optical interfaces complying with ITU-T Recommendations G.703 / G.704 and 2Mbit/s

HDSL/SHDSL interfaces shall be available. In addition, optical STM1/4/16 aggregate interfaces on 155Mbit/s shall be available. All modules shall form an integrated part of a 19" shelf.

- The platform shall have means to cross-connect, drop, and insert VC-12 (with termination), 2Mbit/s G.703 unframed signals, and 2Mbit/s G.704 framed signals and individual 64kbit/s timeslots. Path protection on VC-12, 2Mbit/s and 64kbit/s shall be supported.
- For power system networks it shall be suitable for operation in substations with harsh environment with high electromagnetic interference, be highly reliable and provide secure communications for real time signals such as voice, SCADA, tele-protection, and status/control signals. The equipment offered shall already be working successfully in telecommunication networks operated by power utilities.
- It shall comply with the latest ITU-T recommendations and ETSI standards and be able to be interconnected with legacy multiplex and other telecommunication equipment.
- For stations with tele-protection and telecommunication requirements and integrated tele-protection functionality (distance and differential protection) must be provided. External tele-protection equipment's are only accepted in stations, where existing equipment's must be extended.
- For substation automation purpose integrated electrical and optical Ethernet interfaces are required.
- Each network element shall be manageable from an operation centre and there shall be means to supervise external/existing equipment. It must be possible to access the platform over a common TCP-IP network. Access over SDH OHC channel using the OSI protocol shall be possible.
- To adapt transmission to higher bit rates, the equipment shall allow the integration into STM-4 or STM-16 networks by adding higher order SDH equipment.
- Modules for the following user signals shall be available as plug-in units for the equipment:
  - Analogue subscriber interface: subscriber and exchange side
  - 2/4-wire E&M voice interface
  - G.703, 64kbit/s data Interface
  - X.24/V.11 (RS-422), nx64kbit/s data interface
  - V.24/V.28 (RS-232), data interface
  - V.35, nx64kbit/s data interface



- Data interface V.36 (RS-449), nx64kbit/s data interface (V.10)
- Alarm collection interface
- Tele-protection command interface
- Optical protection relay interface
- Binary signal (status and control) interface
- 2Mbit/s electrical interface for unframed signals acc. to ITU-T G.703 and framed signals acc. to G.703 and G.704.
- LAN interface 10/100BaseT Ethernet
- LAN interface for 100BaseF and 1000BaseF Ethernet
- ISDN U interface

#### **5.5.2 The equipment shall provide the following integrated aggregates:**

- Minimum of four STM-1 SDH optical ports for medium and long distances, with automatic laser shut down programmable on each interface.
- Four STM-1 SDH electrical ports or more
- Two STM-1/4/16 ATM optical port or more
- Eight 8Mbit/s optical ports or more
- Sixteen 2Mbit/s SHDSL ports or more

#### **5.5.3 Tele-protection repair requirements**

- The Tele-protection and communication system must ensure the easy and secure function of the tele-protection. Therefore, following features must be provided for repair:
  - At least an 8-bit command addressing for tele-protection signal shall be provided to prevent tripping if the signal is inadvertently re-routed through the telecommunication network.
  - An automatic and periodic loop test (<100s) must be provided for a signal delay measurement.
  - A switch-over of the tele-protection command in less than 10 ms must be guaranteed.
  - The configuration of the tele-protection must be integrated into the communication configuration tool to ensure an easy maintenance.
  - More details on the requirement of the tele-protection features are defined under the Tele-protection Interface.

## **5.6 General Conditions**

- The equipment shall be capable of functioning as a terminal, in 'through connection' (transit, repeater) mode and as add-drop multiplex. First order multiplexing (2Mbps), second order multiplexing (8Mbps) and STM-1/4/16 multiplexing shall be integrated.
- Conference for voice channels and point to multipoint function for data signals shall be possible. The equipment shall be of fully modular design.

### **5.6.1 Channel capacity: Digital Cross Connection**

- The equipment shall be equipped with redundant, decentralised cross-connection functions. The cross-connect capacity shall be at least 40x 2Mbit/s (i.e., 1200x 64kbit/s) and non-blocking. For high-density applications, the cross-connect capacity shall be upgradeable up to 128x 2Mbit/s. It shall cross-connect 64kBit/s as well as 2Mbit/s (G.703 unframed and G.704 framed) and VC-12.
- The cross-connect shall be capable of cross-connecting the SDH overhead with any 64kBit/s timeslot on the system.
- On addition the equipment shall offer an SDH cross-connect capacity of at least 4xVC-4 in the same equipment.

### **5.6.2 Redundant centralised functions**

- The equipment shall be equipped with redundant circuits for all centralised functions.

### **5.6.3 Power Supply**

- The multiplex equipment shall operate from a nominal 48 Volt-dc battery with positive ground. The equipment shall work satisfactorily over battery voltage variations of  $\pm 15\%$  (40.8 volts through 55.2 volts).
- Redundant power-supply (N+1 protection) shall be supported. The equipment shall support dual power feed i.e., that two power sources can be connected directly to the equipment (two connection points).
- Furthermore, an integrated power module for direct powering from the nominal 230V with  $\pm 10\%$  tolerance, 50 Hz single phase AC mains supply shall be available.

### **5.6.4 Safety**

- The equipment shall be safe to use and shall comply with latest EN class.
- Electromagnetic compatibility and safety regulations. The equipment shall comply with the EN latest class A, EN300386, IEC 61000-6-2, IEC 61000-6-4 and shall be conformant with CE.

### **5.6.5 Ambient Conditions**

- Storage and transport: -40°C ... +70°C; 98% (no condensation)

- Operation temperature range for operational applications: -25°C up to +60°C, humidity of max. 95% (no condensation)
- Operation temperature range for XDSL, ISDN and ATM applications: -25° C up to +55°C, humidity of max. 95% (no condensation)

### **5.6.6 Mechanical construction**

The equipment shall be available as a 19" shelf to be mounted in a 19" rack or 19" cabinet. It shall be of robust design. All tributary and aggregate units shall be integrated in the same shelf. All connectors shall be accessible from the front and comply with international specifications. The minimum cabinet depth required should also be stated.

## **5.7 Detail Specifications of Interface cards**

### **5.7.1 SDH Aggregate Units**

5.7.1.1 The interface shall be designed for use on single mode fibre (conforming to ITU-T G.652) at 1310nm and 1550nm. The following main functions shall be supported:

- Termination of the OS-, RS-, MS- and VC-4 layer
- Extraction and insertion of the SOH communications information
- Through connections of VC-12 and VC-3
- The following maintenance functions shall be supported:
  - Status indications
  - Loops
  - Restart after ALS
  - TTI monitoring
  - BIP Error Insertion
  - The following SDH interfaces shall be available:
    - STM-1/4 (155Mbit/s) optical Min. 4-port interface
    - STM-4/16 (155Mbit/s) optical Min. 4-port interface
    - This interface shall provide Multiples Section Protection (MSP):
    - 1+1 Section Protection
    - STM-1 (155Mbit/s) electrical 1-port interface
  - Furthermore, optical ATM STM-1 interfaces at 1310nm and 1550nm shall be available.

- The following main functions shall be supported:
  - Termination/generation of ATM cells using AAL1/CCS, AAL2/LES
  - Multiplexing and cross-connecting of ATM VCs/VPs

### **5.7.2 PDH Aggregate Units**

- 5.7.2.1 Up to four 8Mbit/s optical interfaces (1310nm and 1550nm) shall be available. Each interface shall provide at least 2 x 2Mbit/s (G.703/G.704) electrical interfaces and have an integrated switch matrix to convert the incoming optical stream directly into an electrical G.703 stream.
- 5.7.2.2 On addition up to four 34Mbit/s electrical interfaces shall be available.

### **5.7.3 HDSL/SHDSL Trunk Units**

- 5.7.3.1 The 2Mbit/s HDSL/SHDSL interface shall provide means to interconnect the multiplexer over two pairs of copper wire up to 25 km using following modulations: CAP, PAM16 or HDSL/SHDSL.
- 5.7.3.2 It shall communicate either with another interface of the same type or with a remote desktop terminal.

### **5.7.4 HDSL/SHDSL Desktop Terminal**

- 5.7.4.1 This Terminal shall provide a HDSL/SHDSL interface to transmit 2Mbit/s over two pairs of copper over a distance up to 25 km.
- 5.7.4.2 It shall be housed in a metallic indoor case. The following interfaces shall be available:
  - G.703/G.704, 2Mbit/s, 75 ohms
  - G.703/G.704, 2Mbit/s, 120 ohms
  - X.21/V11, nx64kBit/s (n = 1 to 32)
  - V.35, nx64kBit/s (n = 1 to 32)
  - V.36 / RS449, nx64kBit/s (n = 1 to 32)

### **5.7.5 HDSL/SHDSL Repeater**

- 5.7.5.1 The HDSL/SHDSL equipment shall (where necessary) be protected against influences of induced voltages up to 10 kV.
- 5.7.5.2 4-Wire Interface (VF interface)
- 5.7.5.3 This interface shall provide 8 voice channels with a bandwidth of 300 Hz - 3.4 kHz and 2 signalling channels (M => E, M' => E') per voice

channel. Each interface shall be configurable to operate with or without CAS. With CAS it shall use the “a” and “b” bits for the two signalling channels.

5.7.5.4 The level shall be software adjustable within the following range:

- Input: +7.5 to -16dBr
- Output: +7.0 to -16dBr
  - Modules where each interface can be individually configured with 1+1 path protection shall be available.

## **5.7.6 Analogue Subscriber Interface**

5.7.6.1 An interface with at least 10 subscribers as well as high-density analogue subscriber card with up to 30 subscribers shall be available. The ringing generator shall be integrated in the subscriber module interface.

5.7.6.2 The ringer frequency shall be adjustable for 20Hz, 25Hz, and 50Hz. The following main functions shall be supported:

- Downstream signalling
- Ringing
- Metering
- Polarity reversal
- Reduced battery
- No battery
- Upstream signalling
- On/off-hook
- Pulse and DTMF dialling
- Flash impulse
- Earth key
  - General:
    - Constant current line feeding
    - Line test
    - Permanent line checks
    - CLIP (On-hook VF transmission)
    - Metering after on-hook

### **5.7.7 Exchange Interface**

5.7.7.1 This interface shall provide at least 10 ports for connection to remote analogue subscribers to an exchange.

- It shall provide the following functions:
  - Pulse dialling
  - Tone dialling (DTMF)
  - Earth key function
  - Metering function (12 kHz or 16 kHz)
  - Flash impulse
  - Polarity reversal
  - Indication of busy lines
- The following parameters shall be configurable by software:
  - Input voice level -5 +4dBr
  - Output voice level -7.5 -1dBr
  - Metering pulse enable/disable
  - Signalling bit definition
  - Loop back of voice to the telephone

5.7.7.2 Party line Telephone System (Engineering Order Wire)

- An engineering order wire (EOW) facility shall be provided at each multiplexer. Following options shall be available:
  - The EOW shall be configured as a party line and use in band DTMF signalling to call another EOW-Terminal. The Terminal shall have an integrated DTMF decoder allowing to program a subscriber call number and two group call numbers.
  - EOW based on Voice over IP (VoIP). The EOW traffic shall be routed over the management channel.

### **5.7.8 Data Access Interface**

- The data access interface shall support the following:
  - Number of legacy data ports:
    - Min. 4 x V.11/X.24, V.35, V24/V.28 RS-485 (2-wire and 4-wire)
  - Optional:

- 1+1 path protection
- Sub rate 64 kbit/s (future release)
- Point-multipoint, multipoint-multipoint data conferencing with 4, 8 or 16 participants
- Performance monitoring acc. ITU G.826
- Bit rate:
  - 0 ... 600 kbit/s, oversampling for V.11 / X.24, V.35, RS-485
  - 0 ... 96 kbit/s, oversampling for V.24/V.28
  - For all interface types, 0 ... 38.4 kbit/s, a-/synchronous and 48, 56, 64 kbit/s, synchronous
- Ethernet port:
  - Min. 1 x 10/100 BaseT
  - RJ45 electrical

### **5.7.9 64kBit/s Co-Directional Interface**

- This interface shall comply with the ITU-T G.703 for co-directional data transfer. A module shall have at least 8 interfaces. Modules where each interface can be individually configured with 1+1 path protection shall be available.

### **5.7.10 10/100BaseT Ethernet Interface**

- A 10/100BaseT interface shall be available. Following specification shall be covered:
  - Number of physical ports: Min. 4 x 10/100BaseT, RJ45 connector
  - PDH ports: 64 X TDM bus access, max. 8 x P12 (n x 64 kbit/s granularity) or max. 16 x P12 (n x 128 kbit/s granularity)
  - Switching: bypass mode according to IEEE 802. 1D and 802. 1Q, traffic prioritisation according to IEEE 802.1p
  - Routing: OSPF v2 acc. RFC 2328, RIP v2 acc. RFC 2453 Static routing, VRRP, Inter-VLAN routing
  - On addition shall be available:
    - Traffic protection: MLPPP, RSTP, VRRP, OSPF v2, RIP v2
    - Equipment protection: 1 + 1 HW protection

### **5.7.11 10/100/1000 BaseT Ethernet Interface**

- A 10/100/1000 BaseT interface shall be available. Following specification shall be covered:
  - Number of physical ports: Min. 24 x 10/100/1000 BaseT, RJ45 connector

- Features: Part of chassis switch, Two-slot unit
- Traffic protection: Chassis switch features

#### **5.7.12 Alarm Interface**

- This interface shall provide means to collect various alarms, which will be displayed, on the Network Management System. It shall be used to manage non-PDH equipment with the PDH Network Management System.
- It shall have at least 24 binary inputs and at least 4 outputs, which can be switched by the Network Management System. It shall be possible to connect an input to an output so that if an alarm occurs, the output contact will be switched.
- It shall be possible to label an alarm. The label-text shall be read from the interface module so that it can be indicated on the Network Management System as well as on the local craft terminal.

#### **5.7.13 Distance Protection Interface**

- This interface shall provide means to transmit four bi-directional command Channels.
  - The signals shall be adjustable from 24 to 250VDC by means of software.
  - All inputs and outputs shall be isolated and with EMC immunity for harsh environment.
  - Security, Dependability and Transmission speed shall be selectable and programmable.
  - It shall be able to drop and insert commands, transfer commands as a transit station and it shall be possible to have AND- and OR-connections between commands. The interface shall support T-node configurations.
  - The Tele-protection interface shall provide an integrated non-volatile event-recorder, which shall be synchronise either internally or by Global Positioning System (GPS) and a command counter, which counts trip commands.
  - The tele-protection interface shall provide means for signal delay measurement. 1+1 protection must be available; the switching shall be done within less than 4ms (typical value). The interface shall do automatic loop test periodically (preferably every 60s). The tenderer



shall confirm that under no circumstances will the interface cause trip-commands in case of power supply failure or when equipment is put into or taken out of service.

- Command addressing shall be used to prevent tripping if the signal is inadvertently re-routed through the telecommunication network.

#### **5.7.14 Differential Protection Interface**

- This interface shall have minimum 4 x differential ports with SFP cages for: MM SFP 850 nm LC/PC, SM SFP 1310nm LC/PC to connect protection relays for tele-protection to the multiplexer. It shall operate according to ITU-T G.704 Line-rate 2048 kbit/s, IEEE C37.94 payload 63 – 768 kbit/s (1 – 12 time slots)

#### **5.7.15 2Mbit/s G.703 / G.704 Interface**

- This interface shall comply with the ITU-T G.703 and G.704 recommendations.
- The interface module shall have at least four interfaces, each of which may be individually activated.
- It shall be possible to have up to 128 x 2Mbit/s interface modules in a multiplexer.
- To connect different equipment, the interfaces shall be available with the impedance of 120 ohms and 75 ohms.
- The CAS signalling according to ITU-T G.704 shall be activated optionally.
- The interface shall be able to extract the 2.048MHz clock, which can be used to synchronise the multiplex equipment. The interface module shall support 2Mbit/s loop-back of the incoming signal as well as the loop-back of the internal signals.

## **6. PART B – SUPPLY AND INSTALLATION OF THE NEW MULTIPLEXER**

### **6.1 Scope of Work**

This section specifies the requirements of multiplexing communication equipment for the following services, which includes a dedicated communications equipment for protection signalling purposes and dedicated equipment for voice and data communications.

To render a sufficient communications service to the Metering-, Protection-, SCADA sub-sections of City of Tshwane Energy and Electricity Department. Adequate communication links must be established with equipment and the infrastructure. These will be the multiplexer and the optical fibre cables installed on the power lines between the substations and Capital Park network control centre.

The equipment's offered must comply with the IEEE standards, ITU-T recommendations and ETSI standards for a multiplexing communication system. The new equipment offered must be able to interface with the existing City of Tshwane FOX multiplexing communication infrastructure and it must be tested and proved to be working on the current City infrastructure at the cost of the bidder.

The successful bidder must adhere to all Network policies/procedures of the CoT.

### **6.2 Installation and Commissioning**

#### **6.2.1 Local User Terminal**

It shall be possible to connect the craft terminal to any network element in the network using the TCP-IP protocol. The craft terminal shall support configuration, maintenance, and status information. It shall provide a 'Windows'-oriented user interface.

#### **6.2.2 Path Protection**

The equipment shall provide means to protect 64kBit/s channels. The protection shall be end to end from one interface (telephone or data) to the other. It shall switch automatically from the main channel to the standby channel. It shall be configurable whether the system switches back to the main channel (reversible switching) or not (non-reversible).

If a path has switched to its standby route because the main route is disturbed this shall be indicated with an alarm. The switching shall be done within the multiplexer without using the Network Management System.

### **6.2.3 Section Protection**

The equipment shall provide means to protect STM-1 (MSP) and 8Mbit/s connections. It shall be possible to use two independent links: one as the main and the other as the standby.

The system shall automatically switch to the standby connection and generate an alarm if the main connection is disturbed.

The switching shall be done within the multiplexer without using the Network Management System.

### **6.2.4 Network Topology**

It shall be possible to build point to point, linear, ring, T, and meshed networks.

### **6.2.5 Synchronisation**

It shall be possible to synchronise the equipment using an external clock source, derived from a network or with an internal oscillator.

The synchronisation shall be configurable, and it shall be possible to distribute the synchronisation to other equipment as well. The system shall have the means of switching to select the synchronisation source as well as a means of preventing the system from creating synchronisation loops.

The equipment shall be capable of selecting the source of synchronisation by means of the SSM (Synchronisation Status Messaging) feature according to ITU-T G.704 or priority a based sequence.

For tele-protection event recording it shall be possible to synchronise the clock of all tele-protection interfaces with one GPS in one station. The GPS time shall be distributed over the tele-protection channel.

### **6.2.6 Alarms**

Each module shall supervise its functions and shall have an alarm-indication LED on its front.

All alarms shall be collected by the NMS. Each node shall be capable of collecting up to 50 external alarms.

### **6.2.7 Test Loops**

The equipment shall provide means to loop signals on 64kBit/s level as well as on 2Mbit/s level. It shall indicate an alarm if a loop is activated.

## **6.2.8 Maintenance Facilities**

Every Network Element shall have a built-in Signal Generator and Analyser to analyse communication paths.

It must be possible to connect the Generator and Analyser to the communication channels and terminate the signal on other Network Elements.

It shall be possible to configure circuits locally with the craft terminal and remotely from the NMS or the craft terminal. It shall be possible to loop-back signals locally and remotely using the craft terminal or the NMS.

## **6.3 Compact Fibre Optic-based Tele-Protection equipment**

- 6.3.1 The equipment supplied shall comply fully to ITU-T Rec. G.703, G.732 and G.957.
- 6.3.2 The equipment offered shall be tested against surge voltages, insulation, and impedance in accordance with current IEC standard.
- 6.3.3 Equipment offered shall be interchangeable and / or adaptable with existing equipment in use and shall interact seamlessly with the equipment base already installed, which is equivalent or similar to the FOX515/615 range of compact multiplexers.
- 6.3.4 The serial number of the equipment supplied shall be engraved or imbedded on a label on the outside of the modules or housing.
- 6.3.5 The equipment shall be used between primary infeed substations with drop and insert facility at various teed-off substations.
- 6.3.6 The equipment offered shall have a universal bus, an omnibus and time slot through-connection as a standard feature.
- 6.3.7 In some cases, installation work will not be required, but the successful tenderer is not relieved from the responsibility to make sure that the equipment supplied operates reliable and according to specification. Detail specifications are as follows:

### **- Power Supply**

- The supply shall be protected against RF interference; and the supply shall be fitted with an Over and Under voltage protection to prevent damage to the equipment in use.
- The power supply shall be galvanically isolated with short circuit protection and shall be fitted with an externally accessible fuse.
- Please refer to the Schedule of Particulars and Guarantees (Table A) for additional information.

### **- Multiplexer**

- Please refer to the Schedule of Particulars and Guarantees (Table A) for detail.

- **Alarm and Oscillator unit**
  - Please refer to the Schedule of Particulars and Guarantees (Table A) for detail.
- **Digital Protection Interface**
  - The Digital Protection Interfaces will interface electrically to the intertripping protection relay. An intertrip signal will be sent across the infrastructure to the distant relay to affect a line trip.
  - Please refer to the Schedule of Particulars and Guarantees (Table A) for detail.
- **Asynchronous data interface**
  - The asynchronous data interface must be a standard feature in the backplane of the equipment. It should be capable of being configured as a point-to-point link or a multi-drop data bridge.
  - Please refer to the Schedule of Particulars and Guarantees (Table A) for detail.
- **Binary interface**
  - The binary interface shall be capable of transmitting 8 input/output signals via one 64 kbit/s time slot in full duplex.
  - All the input/output connectors shall be galvanically and optically isolated, except for the auxiliary voltage source.
  - In transmission interference or in transmission loss the unit shall store the last output states or reset all the jumpers.

#### **6.4 Compact Fibre Optic-Based Communication equipment**

- 6.4.1 The equipment supplied shall comply fully to ITU-T Rec. G.703, G.732 and G.957.
- 6.4.2 The equipment offered shall be tested against surge voltages, insulation and impedance in accordance with current IEC standard.
- 6.4.3 Equipment offered shall be interchangeable and / or adaptable with existing equipment in use and shall interact seamlessly with the equipment base already installed, which is equivalent or similar to the FOX-515/615 range of compact multiplexers.
- 6.4.4 The serial number of the equipment supplied shall be engraved or imbedded on a label on the outside of the modules or housing.
- 6.4.5 The equipment shall be used between substations for protection, SCADA, telephones, etc., with drop and insert facility at various substations.
- 6.4.6 The equipment offered shall have a universal bus, an omnibus and capable of time slot through-connection.
- 6.4.7 In some cases, installation work will not be required, but the successful tenderer is not relieved from the responsibility to make sure that the

equipment supplied operates reliable and according to specification. The following elements must comply to the following specific specifications:

- **Power Supply**

- The supply shall be protected against RF interference according to EN55022.
- The supply shall be fitted with an Over and Under voltage protection to prevent damage to the equipment in use.
- The power supply shall be galvanically isolated with short circuit protection and shall be fitted with an externally accessible fuse.
- Chopper clock frequency shall be synchronised to the 64kHz system clock to minimise in-band interference
- Test points on the front panel shall be available with a visual indication on the front panel when output voltage fails.
- Please refer to the Schedule of Particulars and Guarantees (Table A) for more technical detail.

- **Equipment Chassis**

- The construction of the equipment chassis shall be such that it is 19" rack mountable with the width of slots number 1 to 21. Chassis with units must be designed to achieve EMC ETSI EN 300386 V1.5.1, meet EN55022 for emission and meet IEC 61000-4-2 to IEC 61000-4-6 and IEC 61000-4-16 to IEC 61000-4-18 for immunity to noise. All internal connections are to be made by the backplane.
- Please refer to the Schedule of Particulars and Guarantees (Table A) for more technical detail.

- **Control Card**

- The digital cross-connection of time slots on 64 kbit/s and on 2 Mbit/s levels resides within this module.
- Controls the functionality of a drop & insert multiplexer.
- Shall be equipped to permit conference circuits to be set up by means of time slot sharing.
- The module shall act as the main clock supply to the whole multiplexer unit.
- Monitoring of the entire system and alarm generation.
- Availability of an Embedded Operations Channel for maintenance purposes is essential.

- **64kbits/s Data interface**

- The 64 kbit/s data interface shall enable the creation of Engineering Overhead Channels to enable the remote configuration and monitoring of the communications equipment, metering information or SCADA.

- Refer to the Schedule of Particulars and Guarantees (Table A) for details.
- **Universal data interface**
  - The Universal Data Interface shall enable the creation of Super-Rate ( $n \times 64\text{kb/s}$ ) primary rate connections to enable a Router Network to interlink several Local Area Computer Networks.
  - Refer to the Schedule of Particulars and Guarantees (Table A) for details.
- **Telephone Subscriber Line interface**
  - The Telephone Subscriber Line interface card shall emulate the telephone exchange line to the Subscriber Unit and shall comply to the specifications in the Schedule of Particulars and Guarantees (Table A).
- **Telephone Exchange Line interface**
  - The Telephone Exchange Line interface card shall emulate the Subscriber Unit to the telephone exchange line and shall comply to specifications in the Schedule of Particulars and Guarantees (Table A).
- **Ringing generator**
  - The Ringing Generator shall supply the Subscriber Unit with a ringing current via the Telephone Subscriber Line interface when the telephone exchange presents a ringing current to the Telephone Exchange Line interface. Shall comply to specifications in the Schedule of Particulars and Guarantees (Table A).
- **Optical Fibre transmission interface**
  - The Optical Fibre transmission interface shall connect to the single mode optical fibre infrastructure of City of Tshwane Electricity. Specifications as per Schedule of Particulars and Guarantees (Table A).
- **G.703 2Mbits/s transmission interface**
  - The 2Mbit/s transmission interface shall be an integral part of the Optical Fibre transmission interface and specifications shall be as per Schedule of Particulars and Guarantees (Table A).

- **Accessories and Options**

- A complete installation kit with all the connecting cables and connectors including patch leads shall be supplied with each unit.
- A complete set of configuration / setup / network monitor software and firmware shall be included and/or supplied with each unit, whichever is necessary. If only one item of the latter is needed for a complete network, it shall be supplied as such.
- Blanking plates shall be supplied for the front cover to cover open slots.
- The tenderer shall list all accessories and options not listed that are of importance to the user and that are essential to the successful installation, configuring and operation thereof.
- An extra power supply shall be available for redundancy, the power supply shall slot into an open slot in the main chassis

### 6.5 Important Note

It is important to note that all new equipment to be supplied and installed under this tender shall seamlessly integrate and work with the comprehensive system already successfully deployed by the City. New equipment must interface and operate similar to the existing system.

Although all the functionality requirements are listed here under Schedule of Particulars (Table A), it shall be noted that all functional requirements shall be adhered to in full in all aspects to the specification. All functional requirements as listed in the Schedule of Particulars and the tender specification are fully utilised by the City. It is thus extreme importance that the tender fully complies with all functionalities, hardware and software as requested in the specifications.

### 6.6 Schedule of Particulars and Guarantees

**NB.** All tenderers must complete the following schedule in full.

**Table A: Hardware specifications**

Item	Description	Requirements	Offered	Adaptable to existing equipment		Manufacture and Comments
				Yes	No	
1	SDH module					
1.1	Number of SDH ports	- Min. 4 (2 x STM-1/4, 2 x STM-4/16 SFP-cage)  - SFPs available with optical LC/PC				



		(STM-1/4/16) or electrical DIN 1.0/2.3 75Ω (STM-1) connector				
<b>1.2</b>	Number of Ethernet ports	- Min. 4 x 10/100/100 BaseT RJ-45 connector				
<b>1.3</b>	SDH features	- 128 x 128 VC-4 HO cross connect  - 1008 x 1008 VC-12 LO cross connect  - Max. 64 x P12 termination to TDM Bus  - 80 x AU4 backplane connectivity				
<b>1.4</b>	Ethernet features	- Member of chassis switch  - Max. 32 x EoS mappers with at least 2.4 Gbit/s  - Onboard of at least 10Gbit/s VLAN-aware switch				
<b>1.5</b>	Traffic protection	- SNCP/MSP for SDH traffic (inter and intra module)  - GFP/VCAT/LCAS for EoS mappers  - Chassis switch features				
<b>1.6</b>	Equipment protection	1+1 HW Protection				
<b>1.7</b>	Number of Electrical ports	- Min. 48 x E1 acc. G.703/G.704				
<b>1.8</b>	Bit rate	- 2048 kbit/s ±50ppm				
<b>1.9</b>	Line Impedance	- 75Ω asymmetrical or 120Ω symmetrical				
<b>1.10</b>	Traffic protection	- SNCP on 64 kbit/s and P12 layer for				

		transparent E1 channels				
1.11	Features	- Tributary or aggregate interface - Two-slot unit				
2	<b>PDH module</b>					
2.1	Number of electrical ports	- Min. 8 x E1 acc. G.703/G.704				
2.2	Bit rate	- 2048 kbit/s $\pm$ 50 ppm				
2.3	Line impedance120	- 120 $\Omega$ symmetrical or 75 $\Omega$ asymmetrical				
2.4	Traffic protection	- SNCP on 64kbit/s and P12 layer for transparent E1 channels				
2.5	Features	- Tributary or aggregate interface				
3	<b>SHDSL module</b>					
3.1	Number of ports	- Min. 8 x 1-pair or 4 x 2-pair				
3.2	Line code	- 16 Trellis coded-PAM acc. G.991 .2				
3.3	Line rate	- n x 64 Kbps duplex via 1 or 2 copper pairs, n = 3 ... 32				
3.4	Service rate	- n x 64 Kbps duplex via 1 or 2 copper pairs, n = 1 ... 32				
3.5	Transmission range	- Up to 25 km				
3.6	Transmission mode	- 1- or 2-pair				
3.7	Traffic protection	- 1+1 path protection				

3.8	Features	- Tributary or aggregate interface Remote powering				
<b>4</b>	<b>2Mbit/s SHDSL Desktop Terminal</b>					
4.1	Number of transmission ports	- Min. 1 x 1-pair or 2-pair				
	Number of access ports	- Fixed G.703/G.704 120 Ω or 1 modular interface (G.703/G.704 75 Ω, V.24, X.21 /V.11, V.35, V.36, Ethernet)				
4.2	Line code	- 16 Trellis coded-PAM acc. G.991.2				
4.3	Line rate	- n x 64 Kbps duplex via 1 or 2 copper pairs, n = 3 ... 32				
4.4	Service rate	- n x 64 Kbps duplex via 1 or 2 copper pairs, n = 1 ... 32				
4.5	Transmission range	- Up to 25 km				
4.6	Options:	- Remote powering				
4.7	Local power supply	- 115/230 VAC: 88 VAC ... 264 VAC, 50/60 Hz 48 VDC: - 38 VDC ... - 60 VDC				
<b>5</b>	<b>SHDSL regenerator</b>					
5.1	Line code	- 16 Trellis coded-PAM acc. G.991 .2				
5.2	Types	- Indoor (IP21), outdoor (IP54), underground (IP68)				
5.3	Power options	- Local 48 VDC power or remote power feeding				

6	2/4 Wire Analogue E&M unit					
6.1	Number of ports	- Min. 8 x 2-/4-wire voice channels according ITU-T G.712 - G.715				
6.2	Coding	- A-law according ITU-T G.711				
6.3	Input (from exchange)	* - 16.0 ... + 9.5 dBr, programmable				
6.4	Output (to exchange)	* - 20.0 ... + 7.0 dBr, programmable				
6.5	Nominal impedance	- 600 Ω				
6.6	Channel Bandwidth	- 300 ... 3400 Hz				
6.7	Signalling	- E, M, E', M' Support of signalling types I to V				
6.8	Traffic protection	- 1+1 path protection				
6.9	Equipment protection	- 1+1 HW protection for voice conferences				
6.10	Features	- Min. 10 x voice conferences with max. 32 participants per unit, point-multipoint and multipoint-multipoint topologies				
7	Subscriber Interface unit					
7.1	Number of ports	- Min. 16 x 2-wire FXS interface acc. ITU-T Q.552				
7.2	Coding	- A-law acc. ITU-T G.711				
7.3	Input (from subscriber)	* - 4.0 ... + 4.0 dBr, programmable				

7.4	Output (to subscriber)	* - 10.0 ... + 0.0 dBr, programmable				
7.5	Nominal impedance	- Complex or 600 $\Omega$ , programmable				
7.6	Channel bandwidth	- 300 ... 3400 Hz				
7.7	Signalling & functionality	- V5.x, MCAS, carrier adapter, phone exchange, full test for subscriber lines, ring over b-wire				
<b>8</b>	<b>Exchange Interface unit</b>					
8.1	Number of ports	- Min. 12 x 2-wire FXO acc. ITU-T Q.522 (Z-interface)				
8.2	Coding	- A-law acc. ITU-T G.711				
8.3	Input (from exchange)	* - 5 ... + 4 dBr, programmable				
8.4	Output (to exchange)	* - 7.5 ... - 3 dBr, programmable				
8.5	Nominal impedance	- Complex or 600 $\Omega$				
8.6	Channel bandwidth	- 300 ... 3400 Hz				
8.7	Signalling & functionality	- Seizure, ringing, ringing off, transmission of flash pulses, pulse dialling, DTMF without accompanying signal, earth key, charging using 12/16 kHz pulses.				
<b>9</b>	<b>64kBit/s Co-directional Interface</b>					
9.1	Number of ports	- Min. 8 x 64 kbit/s according to ITU-T G.703				
9.2	Bit rate	- 64 kbit/s codirectional				

9.3	Traffic protection	- 1+1 path protection				
<b>10</b>	<b>Electrical 24 port Ethernet unit</b>					
10.1	Number of physical ports	- Min. 24 x 10/100/1000 BaseT				
10.2	Features	- Member of chassis switch Two-slot unit				
10.3	Traffic protection	- Chassis switch features				
<b>11</b>	<b>Optical 12 port Ethernet unit</b>					
11.1	Number of physical ports	- Min. 12 x FE/ GbE, SFP based				
11.2	Features	- Member of chassis switch				
11.3	Traffic protection	- Chassis switch features				
<b>12</b>	<b>Power over Ethernet unit</b>					
12.1	Number of physical ports	- Min. 12 x 10/100/1000 BaseT, RJ45 connector with PoE				
12.2	Features	- Member of chassis switch PoE according to ITU-T 802.3af / 802.3at: Max. 84 W per module Max. 30 W per port (PoE+)				
12.3	Traffic protection	- Chassis switch features				

13	Ethernet over PDH unit					
13.1	Number of physical ports	- Min. 4 x 10/100 BaseT, RJ45 connector				
13.2	Number of PDH ports	- 64 x TDM bus access, 16 x P12 interfaces supporting PPP/MLPPP/ HDLC traffic encapsulation and 32 x virtual router interfaces				
13.3	L2-switching features	- 8 x bridge instances according to IEEE 802.1D/802.1Q Traffic prioritization according to IEEE E 802.1p				
13.4	L3-routing features	- OSPF v2 according to RFC 2328, RIP v2 according to RFC 2453, Static routing, VRRP, Inter-VLAN routing				
13.5	Traffic protection	- MLPPP, RSTP, VRRP, OSPF v2, RIP v2				
13.6	Equipment protection	- 1+1 HW protection				
14	Teleprotection Interface unit					
14.1	Number of protection ports	- Min. 4 x protection commands				
14.2	Connector	- Terminal block for direct wiring				
14.3	Protection voltage	- 24 VDC ... 250 VDC, programmable				
14.4	Protection signal features	- Protection link addressing, transmission time supervision, logical combinations (OR,				

		AND) for T-operation, command drop & insert, event recorder, IRIG-B time stamping, aux. relay outputs				
14.5	Traffic protection	1+1 path protection, typically 3.5 ms switch-over time				
14.6	Number of auxiliary ports	Min. 16 x binary signal input and 8 x binary signal outputs				
14.7	Auxiliary power supply	24 VDC onboard				
14.8	Auxiliary signal functions	Logical combinations (OR, AND), alarm acquisition and monitoring, remote control (ALCAR functionality)				
<b>15</b>	<b>Optical Protection Interface unit</b>					
15.1	Number of ports	- Min. 4 x differential protection ports with SFP cages for: MM SFP 850 nm, LC/PC and SM SFP 1310 nm, LC/PC				
15.2	Bit rate	- Line rate 2048 kbit/s according to ITU-T G.704  - IEEE C37.94, payload 63 - 768 kbit/s (1 - 12 time slots)  - TPE payload 64 - 1 92 kbit/s (1 - 3 time slots)				
15.3	Protection features	- Standardized IEEE C37.94 connection to protection relays				



		- Proprietary SFC-protocol connection to protection relays				
15.4	Traffic protection	- 1+1 path protection, bidirectional symmetrical switching				
<b>16</b>	<b>Alarm Interface</b>					
16.1	Management interfaces	- 10/100/1000 BaseT (IEEE 802.3) and LCT, VLAN, MCC, DCC-interfaces				
16.2	Synch I/O	- 2048 kHz: 2 synch inputs, 2 synch outputs				
16.3	Alarm I/O	- 12 alarm inputs, 2 alarm relay outputs				
16.4	Main features	- Central processing unit, DCN IP routing, management of Ethernet crossbar, chassis switch and MPLS-TP features, Ethernet aggregation, 1+1 equipment protection (warm standby), PETS and packet timing (Sync-E, PTP OC, BC and E2E TC)				
16.5	Number of Ethernet ports	- 1 or more x LCT port, Min. 2 x GbE/10 GbE, SFP + based, Min. 3 x 10/100/1000 BaseT				
<b>17</b>	<b>Circuit Emulation over Packet Unit</b>					
17.1	Number of electrical ports	- Min. 8 x E1 acc. G.703/G.704				
17.2	Bit rate	- 2048 Kbps ± 50 ppm				

17.3	Line impedance	- 120 $\Omega$ symmetrical or 75 $\Omega$ asymmetrical				
17.4	Features	- Circuit emulation using SAToP according to IETF PWE3 for 64 kbit/s and P12 layer, Min. 8 x P12 signals over packet				
<b>18</b>	<b>Multiprotocol serial data unit</b>					
18.1	Number of Legacy data ports	- Min. 4 x V.11/X.24, V24/V.28, RS-485 (2-wire and 4-wire)				
18.2	Options	- 1 + 1 path protection  - Sub rate 64 kbit/s (future release)  - Point-multipoint, multipoint-multipoint data conferencing with 4, 8 or 16 participants  - Performance monitoring according to ITU-T G.826				
18.3	Traffic Protection	- 1 + 1 path protection, shared protection ring				
18.4	Equipment protection	- 1 + 1 HW protection for data conferences				
18.5	Bit rate	- 0 ... 600 kbit/s: oversampling for V.11 / X.24, V.35, RS-485  - 0 ... 96 kbit/s: oversampling for V.24/V.28  - For all interface types: 0.6 ... 38.4 kbit/s, a-/synchronous and 48, 56, 64 kbit/s, synchronous				

18.6	Ethernet port	- 1 or more x 10/100 BaseT, RJ45 electrical				
18.7	Ethernet features	- Bridge over PDH functionality, PPP, HDLC encapsulation				
19	Conversion VoIP/SIP unit					
19.1	Number of ports	- Up to 912 PSTN subscribers (no physical ports)				
19.2	Features	- SIP gateway for voice over IP of PSTN ports  - Codec G.711 and G.729A support including silence supression  - Fax service according to T.38, DTMF according to RFC 2833, SIP authentication according to RFC 2617				
20	Fan unit					
20.1	Number of fans	- Min. of 10				
20.2	Operation	- Temperature controlled				
20.3	Installation	- Above equipment, 1 HU, no mechanical slot required				
21	Multiplexer main characteristics					
21.1	Architecture	- Modular design with connectivity on backplane for hot-pluggable modules				
21.1.1	Backplane connection	- TDM bus, Ethernet star				

<b>21.2</b>	<b>TDM cross connect</b>	- Non-blocking				
21.2.1	PDH	- 128 x 2 Mbit/s, granularity 64kbit/s				
21.2.2	SDH	VC-12, VC-3, VC-4				
<b>21.3</b>	<b>Ethernet crossbar</b>					
21.3.1	Capacity	- Distributed switching architecture with centralised 64 Gbps switching fabric for intermodule				
<b>21.4</b>	<b>Communication technology</b>	- PDH, SDH, IP/Ethernet, EoS, CES				
<b>21.5</b>	<b>Equipment protection</b>	* 1 + 1 HW Protection				
<b>21.6</b>	<b>Traffic Protection</b>	* 1 + 1 path protection n x 64 kbit/s  - SNCP (VC-12, VC-3, VC-4)  - MSP (STM-1, STM-4, STM-16)  - RSTP, MSTP (Chassis switch)				
<b>21.7</b>	<b>Aggregate bit rates</b>					
21.7.1	SDH	- Feature: STM-1, STM-4, STM-16				
21.7.2	Ethernet	- GbE, 10 GbE				
21.7.3	SHDSL, net capacity	- n x 64 kbit/s or 2 Mbit/s (n = 3 ... 32)				
<b>21.8</b>	<b>Power Supply</b>					
21.8.1	Input voltage range	* 48 VDC, 60 VDC or external power				

		converter -39.5 VDC ... -72 VDC				
21.8.2	Max. input current	* 30 A				
21.8.3	Hardware Protection	* 1 + 1, hot standby				
<b>21.9</b>	<b>Standardisation</b>					
21.9.1	PDH / SDH	- ITU-T G.702, G.703, G.704, G.706, G.707, G.7041, G.7042, G.711 to G.715, G.732, G.736, G.737, G.742, G.821, G.823, G.826				
21.9.2	Optical parameters	- G.692, G.694.1, G.694.2, G.957				
21.9.3	Ethernet	- IEEE 802.1D, 802.1Q, 802.1p, 802.15, 802.39d, 802.1w, 802.3af, 802.3at, 802.3z, 802.1s, 802.3ad, RFC 2328, RFC 2453, 802.1ad				
21.9.4	Safety	- IEC 60950-1, EN 60950-1  - IEC60825				

## 7. PART C – STANDARD CONDITIONS OF TENDER

- The equipment offered against this specification shall comply fully with the requirements thereof. Any deviation from this specification shall be clearly stated.
- Alternative offers will be considered, providing the equipment offered complies fully with the minimum requirements of this specification.
- The tenderer shall submit a detailed statement of compliance or non-compliance and reasons (if any) for each, and every requirement called for in this specification.
- Any non-conformance not indicated will render the supplier liable for any expenses incurred by City of Tshwane Electricity to make good the non-conformance.

## **7.1 Works Content**

- The tenderer shall be responsible for the manufacturing or sourcing and delivery to site of the equipment, accessories and/or options and the carrying out of installation works in installing the said equipment, accessories and/or options, asked for in this specification.
- The tenderer shall be required to source, transport to his/her workshops and deliver to site after fitment of equipment any cabinet, rack or tray needed in order to install the equipment called for in this specification.

## **7.2 General Requirements**

- Delivery and installation costs shall be included in the Schedule of Prices Table B1-3 and C, where requested.
- Preference shall be given to equipment with extended warranties.
- The tenderer shall submit a separate price in the Schedule of Prices on each item (Equipment, Accessories and Options) asked for in this specification. Each item shall be listed separately.
- A separate Schedule of Prices shall be completed for alternative offers with the same detail as requested in Table C.
- Equipment offered with a higher or better specification asked for in this tender shall be considered.
- The successful tenderer shall submit a complete itemised invoice, describing all the equipment, accessories and technical documentation of the equipment delivered.
- Each unit shall be packed in a container with all the accessories. The packaging shall be robust to prevent damage to the equipment when transported by public transportation.
- City of Tshwane Electricity reserves the right to visit the factory to inspect the manufacturing process at any time during normal office hours.
- The tenderer shall submit a list of references with this document.

## **7.3 Training**

- The successful tenderer shall present a course in the installation, maintenance, and configuration of the equipment per person.
- The Energy and Electricity Department shall be satisfied as to the standard, duration, and contents of the course.
- The cost of the course shall be quoted and included in the Schedule of Prices (Table C).

## **7.4 Maintenance and Support**

The Energy and Electricity Department shall be satisfied that the successful tenderer carries adequate stock or has access to a complete range of spare parts for the equipment offered and has adequate service facilities to maintain the equipment for the duration of the contract.

## **7.5 Demonstration**

Tenderers shall be prepared to demonstrate their equipment offered, as specified in this document before the tender is awarded, at the tenderer's cost. This is to ensure that the tenderer's system can interface with the existing network systems. The tenderer shall also demonstrate that the equipment is working correctly in his workshop before delivering equipment to site.

The City will provide facilities for tenderers to demonstrate equipment to be offered and the City's personnel will inspect if that system meets all specifications required.

**N.B** Tenderers must take note that the successful operation of demonstration does not guarantee that they will be awarded the tender.

## **7.6 Execution of Orders**

- Tenderers are reminded that orders placed against accepted quotation are to be executed in strict accordance with the accepted specification and within the quoted delivery period.
- The City of Tshwane shall not be held responsible for any losses incurred by tenderers should the tender not be awarded.
- The City of Tshwane reserves the right to accept the whole or any portion of this tender.

## **7.7 Warranty of Equipment**

- The bidder shall provide the City of Tshwane with a 12-month warranty on the equipment and 3 months for workmanship.
- Defective equipment is expected to be replaced within the period of 14 (fourteen) Business Days by the bidder to the City of Tshwane. The replacement time starts at the moment the equipment is accepted by the Bidder.
- All Hardware equipment which is under warranty that is declared beyond economical repair shall be replaced by the bidder to the City of Tshwane.
- City of Tshwane will inform the bidder of all information related to hardware problem and comply with the Return Merchandise Authorization (RMA) procedure.
- The City of Tshwane reserves the right to return the equipment to the bidder which the cover and inner serial numbers do not match, the City will not accept new equipment that appear to have been tempered with.
- The bidder will be liable for any loss of equipment that has being sent for repairs or replacement.
- The bidder will be responsible for all costs in connection with the transporting of repaired or replacement of equipment to the City of Tshwane.

## **7.8 Interruption of Service**

- The maximum allowed interruption of service shall not exceed 8 hours from the time the fault is reported.
- The City of Tshwane will report any fault to be attended to by the contractor telephonically and confirm via the email.

## **7.9 Safety**

- The tenderer shall comply with the Occupational Health and Safety Act and Regulations, 1993 (Act 85 of 1993)

## **7.10 Non-Performance**

- Should the tenderer not adhere to the request for support or rectifying of any variances within 7 (seven) days after an official request has been placed on them a 10% penalty will be initiated of the total value of the submitted invoice.
- Should the contractor still fail to maintain and or restore the communication system in a properly functional state after the penalty has been placed, the City of Tshwane reserve the right to cancel the contract with immediate effect.

## **7.11 Confidentiality**

- All information provided by respondents will be treated as confidential except for disclosures that may be required under prevailing Public Procurement Regulations or policies.

## **8. PART D - STAGES OF EVALUATION**

**Stage 1:** Administrative compliance.

**Stage 2:** Local Content and Production

**Stage 3:** Mandatory and Technical Requirements

**Stage 4:** Functionality Criteria

**Stage 5:** Preference Point System

## **8.1 ADMINISTRATIVE COMPLIANCE**

Bidders shall be evaluated for administrative compliance as required by the City of Tshwane's Supply Chain Management requirements.



## 8.2 LOCAL CONTENT AND PRODUCTION

- All goods and services rendered must comply to the (Department of Trade and Industry) DTI requirements and regulation.
- If the quantity, input materials and/ or components such as UPS, Ethernet Switches, RS-232 Splitter/combiner cannot be wholly sourced from South Africans based manufactures to achieve the designated local content threshold at any time, bidders should request and obtain written exemption from the DTI. Such exemption applications should be submitted, and such approvals should be obtained prior to the closure of the bids concerned.
- To ensure that local production and content is discharged on manufacturing activities, the following materials have been designated:

Product for designation	Minimum Local Content %
Electrical and telecoms cables	90%
19" Steel racks	100%
Industrial lead Acid Batteries	50%

### NOTE:

Bidders should first complete Annexure D. After completing Annexure D, bidders should complete Annexure E and then consolidate the information on Annexure C. **Annexure C should be fully completed and signed and then submitted with the bid documentation at the closing date and time of the bid in order to substantiate the Annexure made in paragraph (c) below.** Annexures D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Annexures C, D and E with the actual values for the duration of the contract.

## 8.3 MANDATORY AND TECHNICAL REQUIREMENTS

- The tenderers must fully complete Schedule of Particulars and guarantee Table A.
- The tenderers must offer and guarantee the specified requirement in PART A and Table A.
- It is mandatory that the tenderers have proof in writing that the tenderer have the support of the Original Equipment Manufacturer (OEM) of the Multiplexer equipment. This only applies if the tenderer is not the Original Equipment Manufacturer.

## 8.4 FUNCTIONALITY CRITERIA

The minimum score of **70 points (out of 100)** is required to go through to the next stage of the tender. All bidders who fail to meet the said minimum score will be disqualified and will therefore not be considered further for evaluation.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
<b>1. FINANCIAL CAPABILITY</b>  The tenderer must provide Bank Rating letter not older than three months indicating their Bank Rating prior to the closing of the tender. (Attach original certified copy of Bank Statement not older than three months)	Each bidder must score at least 5 points for this criterion. Failure to score 5 points for this criterion will lead to disqualification.			
	Access to finance above R1 500 000	1	5	15
	Access to finance above R3 000 000	2		
	Access to finance above R7 000 000	3		
<b>2. TRACK RECORD AND TECHNICAL EXPERTISE</b>  Evaluate the tenderer's technical capability through documentary proof of the tenderer's previous experience in implementing integrated fibre optic communication network projects which entailed among others the support, supply, and installation of substation multiplexing equipment for the past 5 years.  Attachment of signed copies of contract appointment letters with contact details and project completion certificates for work successfully completed by the tenderer (Failure to attach supporting documents will result in automatic disqualification)	Only projects with variable documentary proof in the form of both appointment letter(s) and completion certificate(s) will be considered and awarded points.			
	Appointment letter and completion certificates for at least 1 Projects	1	10	40
	Appointment letter and completion certificates for at least 2 Projects	2		
	Appointment letter and completion certificates for at least 3 projects	3		
	Appointment letter and completion certificates for at least 4 or more projects	4		
<b>3. KEY PERSONNEL EXPERIENCE</b>  The tenderer must have in his/her employees, the management and project personnel with the necessary qualifications and a minimum of five (5) years' experience in utility telecommunication network.	The tenderer must have in his/her employee, personnel with the following minimum qualifications in Electronics/Electrical Engineering.  <b>(Note: Points will be allocated and added for each personnel in this section)</b>			
	Engineer: Degree (BEng/BSc/B-Tech) in Electronic/Electrical Engineering (NQF Level 7 qualification)	2	10	30

It is compulsory to attach certified copies of qualification and Curriculum Vitae	Technician: National Diploma in electronic/electrical engineering	1		
<b>4. LOCAL ECONOMIC PARTICIPATION</b> (Location of Business)  Bidders shall submit their rates and taxes as proof. The rates and taxes submitted by tenderers should be in the name of the company or the name of the director(s). Lease agreement can also be attached if there are no rates and taxes.	Within City of Tshwane	3	5	15
	Within Gauteng Province	2		
	Outside Gauteng Province (Within South African borders)	1		
<b>HIGHEST POSSIBLE SCORE</b>				<b>100</b>

### 8.5 PREFERENCE POINT SYSTEM

Preferential points to be used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

- 80 points for price
- 20 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).

## 9. PART E – PRICING SCHEDULES

**NB.** Bidders must take note that this pricing schedules are for estimated quantities, as and when required.

### 9.1 REQUIRED SPARE PART LIST (SUPPLY AND DELIVERY)

**Table B1: Existing Multiplexer Modules**

Item No	Description	Unit	Estimated Qty	Unit Price (excl. VAT)	Total Price (excl. VAT)
1	2Mbit/s G.703/G.704 Interface for SDH Unit	each	30		
2	In ref. to PDH/SDH access Unit				
2.1	SDH STM16 trunk link complete with SFPs	each	65		
2.2	SDH STM4 trunk link complete with SFPs	each	100		
2.3	SDH STM1 trunk link complete with SFPs	each	40		
2.4	PHD trunk link 8 Meg complete with SFPs	each	30		
3	In ref. to HDSL modules				
3.1	HDSL trunk link	each	30		
3.2	SHDSL TDM Unit	each	30		
4	4 – Wire Interface	each	30		
5	2/4 – Wire analogue E&M Unit	each	20		
6	Analogue Subscriber interface	each	20		
7	Legacy Subscriber Interface unit	each	10		
8	Legacy Exchange interface unit	each	10		
9	Exchange Interface	each	10		
10	Party line telephone System	each	50		
11	Data Interface	each	100		
12	Multiprotocol serial data unit	each	32		
13	64 kBits Co – directional Interface	each	16		
14	G.703 64kbit/s contra-directional interface unit	each	16		
15	10/100 Base T Ethernet Interface	each	10		
16	Electrical 24 port Ethernet unit	each	16		
17	100/100 Base F Ethernet	each	10		

	Interface				
18	Optical 12 port Ethernet unit	each	16		
19	Router Interface	each	20		
20	Ethernet over PDH unit	each	20		
21	Alarm Interface	each	10		
22	Tele-protection Interface	each	30		
23	Optical Protection Relays Interface	each	50		
24	Binary Contact Interface	each	10		
25	2Mbit/s G.703 / G. 704 Interface for PDH Unit	each	30		
26	8x E1 port data unit	each	20		
27	ISDN U Interface	each	10		
28	48V DC Battery Charger	each	100		
29	Battery Charger Module	each	20		
30	PDH/SDH connection interface	each	40		
31	RS-232 Splitter/Combiner	each	100		
32	Modules Programming Software	each	1		
33	CoT Personnel Training (For programming modules)	Per Candidate	6 Candidates		
34	Delivery of Equipment	Per km	50 km		
<b>Subtotal (excl. VAT)</b>					
<b>VAT (15%)</b>					
<b>Subtotal (incl. VAT)</b>					

**Table B2: Software Upgrade**

Item No.	Description	Unit	Estimated Qty	Unit Price (excl. VAT)	Total Price (excl. VAT)
1	NMS Software	each	Once-off		
<b>Subtotal (excl. VAT)</b>					
<b>VAT (15%)</b>					
<b>Subtotal (incl. VAT)</b>					

**Table B3: Onsite Support**

Item No.	Description	Rate	Worked hours	Rate Price (excl. VAT)	Rate Price (incl. VAT)
<b>1</b>	<b>Personnel</b>				
1.1	Engineer	Per hour			
1.2	Technician	Per hour			

## 9.2NEW MULTIPLEXER (SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISIONING)

**Table C – New Multiplexer modules and equipment**

Item No.	Description	Unit	Estimated Qty	Unit Price (excl. VAT)	Total Price (excl. VAT)
<b>1</b>	<b>OPTICAL FIBRE COMMUNICATION EQUIPMENT</b>				
<b>1.1</b>	Multiplexer rack for communication using optical and SHDSL networks, complete with power supply, control unit and fan unit	each	1		
<b>1.2</b>	SDH aggregate unit with E1 interface	each	2		
<b>1.3</b>	E1 port data unit	each	2		
<b>1.4</b>	Multiprotocol serial data module	each	2		
<b>1.5</b>	Ethernet over PDH unit	each	2		
<b>1.6</b>	Teleprotection interface unit	each	2		
<b>1.7</b>	Electrical Ethernet unit	each	2		
<b>1.8</b>	SHDSL TDM unit	each	2		
			2		

1.9	Subscriber interface unit	each			
1.10	2/4 wire analogue E&M unit	each	2		
1.11	Optical protection interface unit	each	2		
1.12	Exchange interface unit	each	2		
1.13	110 VDC / 48 VDC Power supply converter module	each	1		
1.14	Power supply surge protection	each	1		
	<b>Other Devices: To meet overall functionality</b>				
2	Installation of new multiplexer	each	1		
3	Testing and commissioning	each	Once-off		
4	Configurations	each	Once-off		
5	Training of CoT personnel	Per Candidate	6 Candidates		
6	Delivery of Equipment	Per km	50 km		
<b>Subtotal (excl. VAT)</b>					
<b>VAT (15%)</b>					
<b>Subtotal (incl. VAT)</b>					

## **10. AWARD**

The tender shall be awarded to one bidder

## **11. VALIDITY PERIOD**

The validity period for the tender after closure is 90 days.

## **12. MARKET ANALYSIS**

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified based on being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

## **13. DRAFT SERVICE LEVEL AGREEMENTS**

Specification to be accompanied by draft Service Level Agreements



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY</b>					
BID NUMBER:	EED 01-2022.23	CLOSING DATE:	26 July 2022	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE SUPPORT, SUPPLY, AND INSTALLATION OF SUBSTATION MULTIPLEXING COMMUNICATION EQUIPMENT'S, AS AND WHEN REQUIRED FOR THE PERIOD OF (3) THREE YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED  
IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

<b>Tshwane House</b>					
<b>Supply Chain Management</b>					
<b>320 Madiba Street</b>					
<b>Pretoria CBD</b>					
<b>0002</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Sechaba Modisenyane
CONTACT PERSON	Mulondi Nemaembeni	TELEPHONE NUMBER	012 358 5727
TELEPHONE NUMBER	012 358 6636	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	<a href="mailto:sechabam@tshwane.gov.za">sechabam@tshwane.gov.za</a>
EMAIL ADDRESS	mulondin@tshwane.gov.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES ☐ NO ☐
- 3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES ☐ NO ☐
- 3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO ☐
- 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES ☐ NO ☐
- 3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES ☐ NO ☐

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**PRICING SCHEDULE: FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number .....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....  
.....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\* Delete if not applicable

**PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder .....	Bid number .....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm
- \*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- \* Delete if not applicable

## PRICE ADJUSTMENTS

### A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE


**B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 <sup>st</sup> Adjustment	After 12 calendar months
2 <sup>nd</sup> Adjustment	After 24 calendar months

**NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made**



## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>) .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
  - 3.8.1 If yes, furnish particulars. ....  
.....

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

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

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES/NO**

3.9.1 If yes, furnish particulars. ....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars. ....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars. ....

.....

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

3.12.1 If yes, furnish particulars. ....

.....

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

3.13.1 If yes, furnish particulars. ....

.....

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

3.14.1 If yes, furnish particulars: ....

.....

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

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**

## 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:

- |     |  |           |
|-----|--|-----------|
| 1   | 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   | 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. | *YES / NO |
| 2.2 | If yes, provide particulars.   |           |
|     | .....  |           |
|     | .....  |           |
|     | .....  |           |
|     | .....  |           |
| 3   | 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, furnish particulars  |           |
|     | .....  |           |
|     | .....  |           |
| 4.1 | Will any portion of goods or services be sourced from outside  | *YES / NO |

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?

4.1 If yes, furnish particulars

.....  
.....

#### **CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM  
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, 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 purchaser.

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into

account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.



- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \\
 & \mathbf{or} &
 \end{array}$$

Where

$P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **6. BID DECLARATION**

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## **7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution:      =      (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## **8. SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1. If yes, indicate:

i) What percentage of the contract will be subcontracted .....%

- ii) The name of the sub-contractor .....
- iii) The B-BBEE status level of the sub-contractor .....
- iv) Whether the sub-contractor is an EME.

**(Tick applicable box)**

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

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: .....

9.2 VAT number: .....

9.3 Company registration number: .....

### 9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

### 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

### 9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

### 9.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

9.8 Total number of years the company/firm has been in business .....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE .....

ADDRESS: .....

.....

.....

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Act, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1 Preferential Procurement Act (Regulation 8) make provision for the promotion of local production and content.
- 1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods      Stipulated minimum threshold

**TENDER FOR THE SUPPORT,  
SUPPLY, AND INSTALLATION OF  
SUBSTATION MULTIPLEXING  
COMMUNICATION EQUIPMENT'S, AS  
AND WHEN REQUIRED FOR THE  
PERIOD OF (3) THREE YEARS**

Product for designation	Minimum Local Content %
Electrical and telecoms cables	90%
19" Steel racks	100%
Industrial lead Acid Batteries	50%

3. Does any portion of the goods or services offered have any imported content?

**(Tick applicable box)**

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	

Other	
-------	--

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION  
(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. EED 01-2022.23**

**ISSUED BY:** (Procurement Authority / Name of Institution): City of Tshwane  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of ..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R



Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Act promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Annex C

## Local Content Declaration - Summary Schedule

(C1) )	<b>Tender No.</b>	EED 01-2022.23
(C2) )	<b>Tender description:</b>	TENDER FOR THE SUPPORT, SUPPLY, AND INSTALLATION OF SUBSTATION MULTIPLEXING COMMUNICATION EQUIPMENT'S, AS AND WHEN REQUIRED FOR THE PERIOD OF (3) THREE YEARS
(C3) )	<b>Designated product(s):</b>	
(C4) )	<b>Tender Authority:</b>	
(C5) )	<b>Tendering Entity name:</b>	
(C6) )	<b>Tender Exchange Rate:</b>	<div>Pula</div> <div></div> <div>EU</div> <div></div> <div>GBP</div> <div></div>
(C7) )	<b>Specified local content %</b>	

**NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS**

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content

(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	Electrical and telecoms cables										
2	19" Steel racks										
3	Industrial lead Acid Batteries										

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

(D1)	<b>Tender No.</b>	EED 01-2022.23				<b>NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS</b>	
(D2)	<b>Tender description:</b>	TENDER FOR THE SUPPORT, SUPPLY, AND INSTALLATION OF SUBSTATION MULTIPLEXING COMMUNICATION EQUIPMENT'S, AS AND WHEN REQUIRED FOR THE PERIOD OF (3) THREE YEARS					
(D3)	<b>Designated Products:</b>						
(D4)	<b>Tender Authority:</b>						
(D5)	<b>Tendering Entity name:</b>						
(D6)	<b>Tender Exchange Rate:</b>	Pula		EU			GBP

## A. Exempted imported content

## Calculation of imported content

## Summary

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)



(D19) Total exempt imported value R 0

This total must correspond  
with Annex C - C 21

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

				<b>(D32) Total imported value by tenderer</b>						R 0	
<b>C. Imported by a 3rd party and supplied to the Tenderer</b>				<b>Calculation of imported content</b>						<b>Summary</b>	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
<b>(D45) Total imported value by 3rd party</b>										R 0	
<b>D. Other foreign currency payments</b>				<b>Calculation of foreign currency payments</b>				<b>Summary of payments</b>			
Type of payment	Local supplier making	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		Local value of payments					

	the payment			
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

Date:

**This total must correspond  
with Annex C - C 23**

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	<b>Tender No.</b>	EED 01-2022.23	<b>NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS</b>
(E2)	<b>Tender description:</b>	TENDER FOR THE SUPPORT, SUPPLY, AND INSTALLATION OF SUBSTATION MULTIPLEXING COMMUNICATION EQUIPMENT'S, AS AND WHEN REQUIRED FOR THE PERIOD OF (3) THREE YEARS	
(E3)	<b>Designated products:</b>		
(E4)	<b>Tender Authority:</b>		
(E5)	<b>Tendering Entity name:</b>		

[illegible]



<b>(E9) Total local products (Goods, Services and Works)</b>		R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

**(E13) Total local content** R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date: \_\_\_\_\_

**CONTRACT FORM: PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **EED 01-2022.23** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1. ....

2. ....

DATE: .....

**CONTRACT FORM: PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as ..... accept your bid under reference number ..... dated ..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE: .....

## CONTRACT FORM: RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **EED 01-2022.23** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM: RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as ..... accept your bid under reference number ..... dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 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 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / 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. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
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 <i>audi alteram partem</i> rule was applied). <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish 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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM  
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.**

.....  
**Signature**

.....  
**Date**



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 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 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: **EED 01-2022.23**

**TENDER FOR THE SUPPORT, SUPPLY, AND INSTALLATION OF SUBSTATION MULTIPLEXING COMMUNICATION EQUIPMENT'S, AS AND WHEN REQUIRED FOR THE PERIOD OF (3) THREE YEARS**

(Bid Number and Description)

in response to the invitation for the bid made by:

**CITY OF TSHWANE MUNICIPALITY**

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

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

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; and
  - (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 consortium<sup>3</sup> will not be construed as collusive bidding.

<sup>3</sup> 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.

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; or
  - (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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# **THE NATIONAL TREASURY**

**Republic of South Africa**



---

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

July 2010

#### NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his 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 consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad 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 supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the 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 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

### **1. Application**

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

### **3. General**

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



	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
<b>4. Standards</b>	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of contract documents and information inspection.</b>	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.
<b>6. Patent rights</b>	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.
<b>7. Performance security</b>	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: <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul>
	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 in SCC.
<b>8. Inspections, tests and analyses</b>	8.1	All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

<b>11. Insurance</b>	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
<b>12. Transportation</b>	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13. Incidental services, services</b>	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul>
	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.
<b>14. Spare parts</b>	14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	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 in SCC.

- 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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
  - 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
  - 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 in SCC.
- 17. Prices**
  - 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
  - 18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.
- 19. Assignment**
  - 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
  - 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities 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 supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 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 intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, 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. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he 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.
<b>26. Termination for insolvency</b>	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.
<b>27. Settlement of Disputes</b>	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	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier.</li> </ul>
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>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</p> <p>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.</p>
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act 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 (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)





## SERVICE LEVEL AGREEMENT

entered into between

### THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

(Hereafter referred to as the “**City**”)

Herein Represented by:

In his capacity as: **The City Manager**

(Duly authorised hereto)

**AND**

.....

(Hereafter referred to as the “**SERVICE PROVIDER**”)

Herein Represented by: .....

In his capacity as:.....

(Duly authorised hereto)

## SERVICE LEVEL AGREEMENT

entered into between

### THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

a municipality as described in section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by ..... in his capacity as City Manager duly authorised thereto under and by virtue of a resolution passed on ....., and who by his signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the “**CITY**”)

AND

**Service Provider**.....

**Registration Number** .....

Herein represented by ....., in his capacity as ..... duly authorised thereto under and by virtue of a resolution of the Board passed on .....(DATE), a copy of which is annexed as Annexure “**B**”, and who by his signature hereto warrants that he is properly authorised to sign this Agreement

(Herein referred to as the “**SERVICE PROVIDER**”)

## CONTENT

1	DEFINITIONS .....	118
2	INTERPRETATION.....	119
3	APPOINTMENT .....	120
4	PURPOSE OF THE AGREEMENT .....	121
5	RELATIONSHIP .....	121
6	DURATION.....	121
7	CONTACT PERSON .....	121
8	BACKGROUND.....	122
9	PROJECT SCOPE.....	123
10	PRICE AND PAYMENT .....	126
11	PRICE RESTRUCTURING .....	127
12	SERVICE LEVELS .....	128
13	WITHHOLDING OF PERFORMANCE.....	129
14	PENALTY .....	129
15	ACCESS.....	130
16	DELIVERY OF GOODS.....	130
17	DEFECTIVE GOODS.....	131
18	AMENDMENT OR CANCELLATION OF PURCHASE ORDER .....	132

<u>19</u>	<u>INSPECTION .....</u>	<u>132</u>
<u>20</u>	<u>TRAINING.....</u>	<u>22</u>
<u>21</u>	<u>SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES AND LIABILITIES .....</u>	<u>133</u>
<u>22</u>	<u>SERVICE PROVIDER'S PERSONNEL .....</u>	<u>137</u>
<u>23</u>	<u>STATUTORY AND EMPLOYMENT ISSUES.....</u>	<u>137</u>
<u>24</u>	<u>SUB-CONTRACTING.....</u>	<u>138</u>
<u>25</u>	<u>CONFIDENTIALITY.....</u>	<u>139</u>
<u>26</u>	<u>INTELLECTUAL PROPERTY RIGHTS .....</u>	<u>140</u>
<u>27</u>	<u>FORCE MAJEURE .....</u>	<u>141</u>
<u>28</u>	<u>CESSION.....</u>	<u>142</u>
<u>29</u>	<u>CHANGE OF CONTROL / CIRCUMSTANCE .....</u>	<u>142</u>
<u>30</u>	<u>BREACH.....</u>	<u>142</u>
<u>31</u>	<u>EARLY TERMINATION .....</u>	<u>143</u>
<u>32</u>	<u>DISPUTES.....</u>	<u>143</u>
<u>33</u>	<u>LAWS AND JURISDICTION.....</u>	<u>145</u>
<u>34</u>	<u>NOTICES AND COMMUNICATIONS .....</u>	<u>146</u>
<u>35</u>	<u>GENERAL AND MISCELLANEOUS .....</u>	<u>147</u>
<u>36</u>	<u>EXECUTION.....</u>	<u>148</u>

**RECORDAL:**

**WHEREAS** the City requires to appoint a panel of service providers to perform support, supply, delivery, installation, testing and commissioning of multiservice multiplexer in the City of Tshwane (CoT) area of supply for a three-year period.

**AND WHEREAS** the City wishes to appoint ..... as a service provider;

**AND WHEREAS** the service provider wishes to provide such services;

**AND WHEREAS** the service provider has indicated that it has the necessary expertise, skills and capabilities to provide the service;

**NOW THEREFORE** the Parties have agreed to enter into this Agreement, in terms of which .....(**SP**) shall provide the Services in the Service Areas and/or Delivery Area and provide maintenance and support thereof, to the City in accordance with the terms and subject to the conditions of this Agreement:

## DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

**“Agreement”** means this Service Level Agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;

**“Business Day”** means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;

**“Business Week”** means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;

**“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;

**“Contact Persons”** means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 34 below and who can be substituted in writing from time to time;

**“Contract Price”** shall mean the amount reflected as the contract price in clause 0 below;

**“Contract Period”** means the contract period as reflected on Annexure “A”;

**“Effective Date”** means notwithstanding the Signature Date, .....

**“GCC”** shall mean the General Conditions of Contracts as stated in the Government Procurement: General Conditions of Contract July 2010;

**“Goods”** shall mean the Services related goods to be procured by the City from time to time as sated in clause 8 below and the Appointment Letter attached herewith as Annexure “A”;

**“Intellectual Property”** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere

in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;

**“Month”** means a calendar month;

**“Parties”** means the City and Service Provider and **“Party”** means either of them as the context requires;

**“Order”** means an official written order issued for the supply of Goods and or Services under this Agreement;

**“Services”** means services to be provided by the Service Provider to the City as detailed in clause 0 below;

**“Service Provider”** means ????? (Pty) Ltd, a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number ??????;

**“Signature Date”** means the date of signature of this Agreement by the Party signing last;

**“Subcontract”** means any contract or agreement or proposed contract between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;

**“Subcontractor”** means the third party with whom the Service Provider enters into a Subcontract;

**“Tax Invoice”** means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and

**“VAT”** means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

## **INTERPRETATION**

Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

Unless the context clearly indicates a contrary intention, any word connoting:

any singular shall be deemed to include a reference to the plural and vice versa;

any one gender shall be deemed to include a reference to the other two genders;

and

a natural person shall be deemed to include a reference to a legal or juristic person.

The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that Agreement shall not apply.

The provision of this Agreement shall be read in conjunction with the provisions of the Government Procurement General Conditions of Contracts ("GCC") 2010 as if they are incorporated herein.

Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.

If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

## **APPOINTMENT**

The City hereby appoints the Service Provider, who accepts such appointment, as per the Appointment letter dated ..... attached herewith as Annexure "A" to provide the Services in accordance with the terms and subject to the conditions of this Agreement.



## **PURPOSE OF THE AGREEMENT**

The Purpose of this Agreement is to:

formalise and regulate the working relationship between the Parties;

set out the roles and responsibilities of the Parties; and

define process and procedures to be followed by the Parties.

## **RELATIONSHIP**

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Furthermore the Service Provider acknowledges and agrees that its status under this Agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the City or to contract in the name of the City, or create a liability against the City in any way or for any purpose.

## **DURATION**

This Agreement shall commence on the Effective Date and shall subsist for a period of 3 (three) years, unless terminated earlier pursuant to clause 0 below.

## **CONTACT PERSON**

The work to be performed by the Service Provider hereunder will be supervised by City's Contact Person.

The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.

The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.

Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.

Without derogating from the a foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

## **BACKGROUND**

The City of Tshwane operates a fiber optic communication network consisting of 65 (Multiplexer) FOX 515 STM-1 multiplexers located in 132kV primary substations. A further 206 FOX515 PDH Multiplexers are in 11kV Secondary Substations. The FOX 615 STM-16 Multiplexers are installed at Primary substations. The complete network is managed via a FOXMAN Network Management System. The City of Tshwane also operates a WAN consisting of Cisco and LAWA4 Routers. The City of Tshwane Communication network covers an area of 3200 square kilometers.

The data protection and communication network of the Energy and Electricity division services the various users of the Electricity division. At present, the primary task of the system is to provide communication for the substation protection and power line protection systems. In addition, it provides communication to various substation emergency telephone networks, the SCADA system, Tetra network and various load and quality monitoring systems including access control system to the substations. The network presently services the entire 132 kV substations and the 206 secondary substations.

The transmission network of the CoT is based on Synchronous Digital Hierarchy (SDH) transmission facilities. The network speeds are selected to give the best possible service to the users. The main back bone rings are used to set up as many Digital Signal 0 (DS-0) channels as can be made available. The system starts off with 20 channels combined into the fractional E1 links. Each substation is provided with a local area network (LAN) based on 10base-T Ethernet.

Most applications that run on the network have been installed as fixed applications that require communication from various offices to the respective substation for load, quality, and demand monitoring. Communication for the SCADA system is run from Capital Park control centre, Tshwane. All data connections between the corporate network and Electricity network are routed via the firewall connection at Capital Park. Communication for the micro-SCADA system is done via network adapter cards. Substations to be confirmed upon appointment and includes all substations in the Tshwane region.

## **PROJECT SCOPE**

The Service Provider shall, for the duration of this Agreement, provide the services in terms of the Appointment Letter and as outlined fully in the Scope of Work including but not limited to:

### **SAFETY, HEALTH & ENVIRONMENT**

The project will be executed strictly in accordance with the provisions of the Occupational, Health and Safety Act and Regulations. Tenderers shall demonstrate their ability to comply with this requirement by attaching their Safety Health & Environmental (SHE) policy document and an example of a typical Safety File to their bid documentation.

Tenderers must include their safety plan, related to this tender, which include the risk assessment and control measures to be followed during the execution of work.

### **QUALITY ASSURANCE**

Strict quality assurance on a project of this nature is of utmost importance. Reliable and accurate test data is of crucial importance for the successful completion of the project. It is therefore essential that the successful Tenderer shall have a Quality Assurance system in place. Preference will be given to companies offering ISO 9001 approved quality assurance systems. Tenderers shall submit documentation to demonstrate their compliance with this requirement.

### **CONTRACTOR TEST EQUIPMENT**

Tenderers shall demonstrate their ability to fulfil the requirements of the tender by providing details of their test equipment. Tenderers must have full access to a minimum test equipment for the full duration of the project period. Proof hereof must be submitted with the tender.

The successful Tenderer shall provide Calibration Certificates or certified copies thereof for all Test Equipment (including multi-meters etc.) regarded to be utilized for the execution of the audit tests.

If the Contractor fails to submit such Calibration Certificates for all his equipment he will not be allowed to performed technical audit tests until it has been submitted and proved to be legitimate.

The Calibration Certificates may be verified by the Engineer and he may inspect and compare the Certificate to the actual utilized equipment at any time. This Certificate or a certified copy thereof must be readily available on site.

The Calibration Certificate shall be issued by a Certified Calibration Institute and shall be yearly renewed by the Contractor. The calibration of equipment will be for the account of the Contractor and there will be no additional costs charged to the City of Tshwane to conform to the abovementioned.

## WORKING IN SUBSTATION

In order that the Council may make the necessary arrangements, each application for a Work Permit shall be submitted to the Engineer, together with all the required particulars, at least seven full working days before access to the site yard is required.

With regard to the switching out of equipment to facilitate the carrying out of Contract work, it shall be distinctly understood that switch-out dates, times and periods are subject to load and operational requirements. Operational and/or load requirements may dictate that Contract Work on the existing network be carried out over weekends or outside normal working hours.

The Contractor shall obtain, complete and return the following documentation (forms) one week before access to the site is required:

- Issuing of substation keys to Contractors (where applicable)
- Temporary Permit to enter a security area
- Appointment of a competent person to supervise workers near electrical equipment
- Duties and responsibilities for the competent person supervising construction work near live electrical work.

## PERMIT TO WORK

As the work may be done in stages, sections of the area can be energized. We draw your attention to the Electrical Machinery Regulation R4 & R5. The Contractor shall not work on any part(s) of the high voltage distribution system until such part(s) of the system have been isolated and earthed and the appropriate measures have been taken to prevent accidental re-energizing of the part(s) and a "permit to work" authorization in writing has been obtained from the Engineer or his duly authorized representative.

Before the Contractor signs for and accepts the permit he must satisfy himself that the part of the system on which he requires to work has been effectively isolated and earthed, that all circuits have been clearly identified, and that the Engineer has made it safe to work at the point of working.

The "permit-to-work" shall be made in duplicate and must contain the following:

- Written description of location of points of isolation and of earthing.
- Name and signature of person to whom the permit is issued
- Time and date of issue of permit
- Statement handing-over section(s) of system clearly defining the part(s) handed-over as being safe to work upon.
- Signature of the Supply Authority or his duly authorized representative

The original "permit-to-work" shall be handed to the Contractor who shall retain it until such time as his work is completed on that part of the system covered by the permit.

After ensuring that no person employed by the Contractor or any Sub-contractor is still working on the system and that work is completed, the Contractor shall sign the "permit-to-work" and return it to the Engineer in order that the electrical installation may be re-energized. The same person that took out and signed the permit must return it.

Notwithstanding the foregoing, the Contractor shall at all times take all necessary precautions and make all necessary tests to ensure the safety of all persons employed by him or by any Sub-contractor.

No extras to the contract or extension of time will be allowed due to any of the above factors.

## **PRICE AND PAYMENT**

The City shall pay to the Service Provider as stated in the Appointment Letter attached and or in terms of the Scope of Work attached herein as **Annexure "C"**.

All payments under this Agreement shall be made by electronic fund transfer or other forms of payment as the Parties may agree from time to time, upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.

All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by The City within 30 (thirty) days after the date of receipt by The City of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.

There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.

The City shall pay the amount reflected on a Tax Invoice once the City's Contact Person has verified that the Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the City.

All Tax Invoices shall be addressed to the City' Contact Person.

All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider's bank account, the details of which are set out below:

**Bank:** .....  
**Account type:** .....  
**Account No:** .....  
**Branch No:** .....

Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the City. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

If the City fails to make payment in accordance with the Agreement or fails to comply with any provisions of any Order issued under this Agreement, the Service Provider reserves the right to cancel any undelivered portion of the Goods and/or to suspend the Services, and the City shall remain responsible for the completed and partly completed work up to the date of such cancellation.

**PRICE RESTRUCTURING**

The Service Provider shall be subject to a price review every year.

The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the Service Provider's Contract Price against the prevailing market rates.

In the event it emerges that the Service Provider's charges in respect of the Contract Price and other charges under this Agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire similar Services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the Services acquired hereunder from the

Service Provider, the City shall have the right to notify the Service Provider of such total delivered cost and the Service Provider shall have an opportunity to adjust the Contract Price and any other charges hereunder, on such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.

If the Service Provider fails to do so or cannot legally do so, The City may:

acquire the Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of the City and the Service Provider hereunder shall be reduced accordingly;

terminate this Agreement without any penalty, liability or further obligation; or  
continue under this Agreement.

Within 30 (thirty) calendar days of a notice by the City or at any time the City so requests, the Service Provider shall certify in writing to the City that it is in compliance with this clause and shall provide all information that the City reasonably requests in order to verify such compliance.

## **SERVICE LEVELS**

The Service Provider recognises that the City has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, *inter alia*:

capacity allocations in accordance with the Service to be provided;

all work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

The Service Provider shall provide suitably qualified and trained employees to provide the Services to the City in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Services by the



Service Provider to the City, and shall allocate employees with the technical skill and knowledge onsite at the City at all times during normal working hours, if the City so requires.

Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 0 above.

## **WITHHOLDING OF PERFORMANCE**

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services from the City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 0 below.

## **PENALTY**

Should the Service Provider fails to comply with its obligations in terms of this Agreement, the City may impose a penalty on the Service Provider in terms of clause 15.3 below.

The City shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.

Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose 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 not exceeding 10% of the total value of the submitted invoice. The City may also consider termination of the Agreement as stated in clause 31 of this Agreement once the maximum penalty amount related to delays has been reached. .

Should there be a dispute as to whether the failure to deliver was caused by the City or was the Service Provider's fault such dispute shall be dealt with in accordance to clause 0 below.

## **ACCESS**

The City shall allow the Service Provider reasonable access to its premises in terms of clause 0 and 0 above, provided that:

access is related to the Services to be provided by the Service Provider; and

the Service Provider adheres to all rules, regulations and instructions applicable at City's premises.

The Service Provider is required to notify City of employees who are to provide Services at the Service Areas and/or Delivery Areas.

The City shall grant the Service Provider and/or its employees, referred in clause 0 and 0 above, access to its premises to perform its obligations in terms of this Agreement.

The Service Provider and its employees shall at all time when entering the premises and/or Service Areas and/or Delivery Areas of the City comply with all rules, laws, regulations and policies of the City.

## **DELIVERY OF GOODS**

The Service Provider shall deliver the Goods on the Delivery Date.

Should the Service Provider be unable to deliver the Goods on the Delivery Date, the Service Provider shall inform the City of its inability to deliver the Goods, the reason thereof, and shall provide the City with a reasonable alternative Delivery Date which in any event shall not be more than 14 (fourteen) days from the original Delivery Date.

In the event that the Service Provider is unable to deliver the Goods on the Delivery Date 3 (three) times in a period of 6 (six) months, then the City shall be entitled to terminate this Agreement by giving the Service Provider 1 (one) month's written notice to terminate.

Upon delivery of the Goods by the Service Provider, the City's contact person shall sign the delivery document provided by the Service Provider as acknowledgement of receipt of the Goods. Such acknowledgement of receipt shall not constitute an acceptance:

that the Goods were received in good condition;

that the Goods were free of any defects;

that the Goods were fit for the purpose for which they were purchased; and/or

of any terms and conditions of the delivery document.

In the event that the City notifies the Service Provider, within five (5) Business Days, that the Goods delivered are not in accordance with the order, the City shall be entitled to return the Goods to the Service Provider at the Service Provider's cost and the Service Provider shall deliver the replacement Goods ordered within five (5) Business Days of taking delivery of the defective Goods.

15.6 The Service Provider shall bear all risk of loss or damage to the Goods until they are delivered to the City's named place of destination, and transfer of ownership of the Goods shall pass from the Service Provider to the City only when all payments have been made in full.

## **DEFECTIVE GOODS**

The Service Provider shall verify whether the Goods received are in order and without any defects.

In the event that the City realises that the Goods have any defect, the City shall inform the Service Provider in writing within 5 (five) days of becoming aware of the defect ("Notice of Defect").

Upon receipt of the Notice of Defect, the Service Provider shall immediately deliver replacement Goods to the City within 14 (fourteen) Business Days of receiving the Notice of Defect referred to in clause 0 above and replace the defective Goods.

The cost of returning and replacing the defective Goods shall be borne by the Service Provider.

The Service Provider shall be responsible for the replacement amount of any parts of the Goods that are to be replaced in terms of this Agreement.

## **AMENDMENT OR CANCELLATION OF PURCHASE ORDER**

The City is entitled to cancel an order, reschedule delivery of the Goods or change the Delivery Area and Delivery Date on fourteen (14) days written notice to the Service Provider.

## **INSPECTION**

The City may at any time inspect the Goods and/or Services levels of the Service Provider in terms of this Agreement.

If the City is, at any time, dissatisfied with the service levels then the Service Provider shall, within 7 (seven) days, notify the Service Provider in writing of the failure or default.

The Service Provider shall immediately upon receipt of written demand by the City, remedy such failure or default, within 7 (seven) Business Days from the date of receipt of the notice, free of charge.

Should the Service Provider fail to remedy the failure or default referred to above then the City shall have the right to impose penalties as provided for in clause 0 above or invoke the provisions of clauses and/or clause 0 below.

To enable the City to determine whether the Goods and/or Services rendered in terms of this Agreement are being complied with the Service Provider shall:

provide the City with such information as it may reasonably require;

allow the City to inspect and take copies of any records of the Service Provider relating to the Goods and/or Services, including all hardware, software, data, information, visuals, procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence;

allow the City or its authorised representatives to conduct interviews with any of the Service Provider's employees, subject to reasonable notice being given to the Service Provider.

## **Service Provider to Provide Reasonable Assistance**

Where any information is required for inspection in terms of this clause and the information is kept in a computer, the Service Provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

Any information required to be provided to the City pursuant to this clause 18 shall be provided by the Service Provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

The cost of any inspection contemplated in terms of this clause 18 shall be for the account of the City unless any material irregularity or failure on the part of the Service Provider is determined by City in the course of such inspection.

The inspection contemplated in this Agreement will be conducted:

during normal business hours;

save where the circumstances justify it, on reasonable notice to the Service Provider; with the minimum interference in the provision of the Goods and/or Services and the Service Provider's other operations.

## **TRAINING**

If required, the Service Provider shall after delivery and installation of the Goods, and as part of Maintenance And Support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the Goods.

## **SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES AND LIABILITIES**

### **Service Warranties**

The Service Provider warrants that in relation to each Service provided in terms of this Agreement:

it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;

it possesses or has access to the requisite knowledge, skill and experience to provide the Services in an expert manner;

it will discharge its obligations under this Agreement and any annexure, appendix or Schedule hereto with all due skill, care and diligence;

all work performed and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;

it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

the use or possession by the City of any Materials will not subject the City to any claim for infringement of any Intellectual Property Rights of any third party;

with promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations while performing Services and/or delivering Goods and/or similar to the Services and/or Goods;

which Services and/or Goods will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship; ;

using and adopting any standards, processes and procedures required under this Agreement;

warranting that it shall employ suitably qualified and trained employees to provide the Services and/or Goods to the City and it

shall allocate employees in accordance with the technical skill and knowledge required;

free from any defects in material and workmanship;

maintaining and causing to be maintained the highest standard of workmanship and care in undertaking the Services and/or processing the Goods;

maintaining and caused to be maintained the highest standard of care and diligence in providing the Services, maintenance and support;

ensuring that all applicable laws are observed;

without derogating from the generality of the foregoing, strictly adhering to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the Goods.

guaranteeing that the Goods shall be in good working condition for the warranty and/ or maintenance period of the Goods, and that the Service Provider shall be responsible for the costs of repair of the Goods should the Goods require to be repaired to their normal use.

- 21.1.2 Defective workmanship or failure of the Goods and/or Services shall cease upon expiry of the period of maintenance, being the earlier of twelve (12) months after completion of the Services or eighteen (18) months from delivery of the Goods to the site. Such liability shall be in lieu of any liability implied by law and shall be limited to the repair or replacement, at the election of the Service Provider, of the defective portion of the Goods and/or Services, where after the Service Provider shall have no further liability of whatsoever nature towards the City.

## **Indemnity**

The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

### **Limitation of Liability**

- 21.3.1 Neither Party shall be liable to the other party for loss of use of any works, loss of profit, loss of contract or for any indirect or consequential loss or damages which may be suffered by the other party in connection with this Agreement.
- 21.3.2 Notwithstanding anything to the contrary contained or implied in the applicable conditions of contract, and in no event, whether as a result of breach of contract, indemnity, warranty, delict (including negligence), strict liability, or any other cause arising, shall the Service Provider's total liability to the City, or its insurers, for any loss or damage arising out of, or resulting from an Order issued under this Agreement or from the performance or breach thereof, or from the Goods and/or Services furnished hereunder, exceed 100% of the specific Order value.



## **SERVICE PROVIDER'S PERSONNEL**

### **Liability for Criminal Acts of Employees**

The Service Provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the Service Provider which arises within the course and scope of such employees' employment with the Service Provider.

### **Character of Employees**

Due to the confidential nature of certain aspects of the Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.

The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

The City shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

## **STATUTORY AND EMPLOYMENT ISSUES**

### **The Service Provider shall comply with all employment legislation**

The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.

The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall

immediately take all steps to remedy such contravention. If the City advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and the result thereof.

### **No employment**

The Service Provider warrants that none of its personnel shall be regarded as employees of the City. The Service Provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should the City defend the matter, the Service Provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

### **Occupational Health and Safety Act, 1993**

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

### **SUB-CONTRACTING**

The Service Provider may not Subcontract the whole of or any portion of the Services in terms of this Agreement to any third party without the prior written consent of the City.

In the event the Service Provider wishes to Subcontract the whole of or any portion of the Services in terms of this Agreement, it shall apply to the City in writing for consent to do so.

In its application, the Service Provider shall give the name of the Subcontractor, the Subcontractor's obligations, the proposed date of commencement of the Subcontract which shall include the fees payable to the Subcontractor, and a report of the background security check on the Subcontractor's suitability, financial and otherwise.

The City may, in its sole and absolute discretion refuse consent to Subcontract. In the event the City approves the Subcontracting of the whole of or any portion of the Services in terms of this Agreement, then:

the Service Provider shall ensure that the Subcontractor's B-BBEE level is equal or better than that of the Service Provider, their price is competitive and they have the capacity to provide the Service;

such Subcontracting shall not absolve the Service Provider from responsibility for achieving the Service Levels or complying with its obligations in terms of this Agreement and the Service Provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such Subcontracting;

the Service Provider shall at all times remain the sole point of contact for the City in respect of the acquisition of Services by the City; and

no such Subcontracting shall have any effect on the Contract Price and charges payable by the City to the Service Provider in terms of this Agreement.

## **CONFIDENTIALITY**

The Service Provider acknowledge that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business; ("**Confidential Information**"), shall remain confidential and shall not be made known unless the City has given written consent to do so.

The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:

the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

The information was received from a third Party not in breach of an obligation of confidentiality.

## **INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights of the Service Provider and/or third party vest in the Service Provider and/or third party, as appropriate.

All rights in the City name and logo remain the absolute property of the City.

The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trade Mark or trade secret or other proprietary right of any third party.

The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.

In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Services infringe any such third party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Service Provider controls the defence thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

Should any claim be made against the City by any third party in terms of clause 0 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:

obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or

alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

withdraw the subject of infringement.

## **FORCE MAJEURE**

For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.

If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.

In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure ("the Affected Party") then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period ("Agreed Period").

In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.

The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall give notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

## **CESSION**

The Service Provider shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement without the prior written consent of the City.

## **CHANGE OF CONTROL / CIRCUMSTANCE**

The Service Provider shall notify the City, in writing, of any change in the Service Provider's shareholding or membership or any change in the Service Provider's subsidiary companies or holding or its affiliates.

The Parties agree that should there be a change as envisaged in clause 0 above, the City shall have the opportunity to renegotiate the terms of this Agreement with the 3<sup>rd</sup> party.

The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Goods and/or Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month's prior notice.

## **BREACH**

Subject to clause 0 above, should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected party ("Aggrieved Party") shall be entitled to inform the Defaulting Party in writing to remedy such failure

or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale);  
or

request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or

impose penalties as provided for in clause 0 above.

## **EARLY TERMINATION**

The City shall have the right to terminate this Agreement by giving 30 (thirty) days' notice in writing to the Service Provider of its intention to terminate the Agreement.

## **DISPUTES**

Save for clause 30 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

the interpretation of the Agreement;

the performance of any of the terms of the Agreement;

any of the parties' rights and obligations;

any procedure to be followed;

the termination or cancellation or breach of this Agreement; or

the rectification or repudiation of this Agreement; then any Party may give the other Party written notice of such dispute, in which event the provisions below shall apply.

Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to

resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 0 above shall apply.

If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa ("the Arbitration Act").

The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:

at any place which the Parties agree, in writing, to be mutually convenient.

in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

If the arbitration is:

a legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;

an accounting matter, then the arbitrator shall be a practicing chartered accountant of not less than 10 (ten) years' standing;

any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Law Society of the Northern Provinces.

Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, then it shall be deemed to be a dispute of a legal nature.



The arbitrator may:

investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;

interview and question under oath the parties or any of their representatives;

decide the dispute according to what he considers just and equitable in the circumstances; and

make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.

The arbitrator's decision and award shall be in writing with reasons and shall be final and binding upon the Parties.

The arbitrator's award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.

Notwithstanding the provisions of clauses 0, 0, 0, 0, 0, 0, 0 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

The provisions of this clause 32 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

## **LAWS AND JURISDICTION**

This Agreement shall be governed by and interpreted according to the Law of the Republic.

Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

**NOTICES AND COMMUNICATIONS**

The Parties choose as their respective *domicilium citandi et executandi* (hereinafter referred to as the “*domicilium*”) and for the delivery of any notices arising out of this Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

**THE CITY:**

Office of the City Manager  
Tshwane House  
2nd Floor, Block D  
320 Madiba Street  
Pretoria, 0001  
P O Box 440  
Pretoria, 0001  
Fax: 086 214 9544  
Attention:  
Telephone:  
Email:

**THE SERVICE PROVIDER:**

.....  
.....  
.....  
.....  
.....  
.....  
Attention:  
Telephone:

Fax:

Email:

Each Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* to any other address which is not a Post Office Box or a Poste Restante.

Any notice given and any payment made by any Party to another Party (hereinafter referred to as "the addressee") which:

is delivered by hand during normal business hours of the addressee at the addressee's *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

is posted by prepaid registered post to the addressee at the addressee's *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7<sup>th</sup> (seventh) day after the date of posting.

is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by facsimile.

Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

## **GENERAL AND MISCELLANEOUS**

### **SOLE RECORD OF AGREEMENT**

This Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

#### **NO AMENDMENT EXCEPT IN WRITING**

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant Party to be of any effect.

#### **WAIVERS**

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

#### **SURVIVAL OF OBLIGATIONS**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

#### **APPROVALS AND CONSENTS**

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant Party to be of any effect.

#### **EXECUTION**

This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20

---

For and on behalf of **THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**Duly represented by .....**

**City Manager**

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20

---

**Duly represented by .....**