



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

EED 02-2022.23

TENDER DESCRIPTION:	TENDER FOR THE SUPPLY, SUPPORT, UPGRADING, SERVICE AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE YEARS OR NEAREST DATE
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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

25 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:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
EED 02-2022.23	TENDER FOR THE SUPPLY, SUPPORT, UPGRADING, SERVICE AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE YEARS OR NEAREST DATE	Energy and Electricity	Mokoene P. Thaba	N/A	25 July 2022 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (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 25 July 2022**

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Mokoena P Thaba (012 358 5730 or mokoenet@tshwane.gov.za)
- Supply chain enquiries: Mulondi Nemaembeni (012 358 6636 or 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.

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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 Supply, Support, Upgrading and Maintenance of a Digital Trunked Radio Communication System for the Period of Three (3) years, as and when required.

BID NUMBER

(EED 02-2022.23)

1. INTRODUCTION AND PURPOSE

The aim of this tender invitation is to invite bidders for the supply, support, maintenance, and upgrading of the digital trunked radio communication system in the City of Tshwane, as and when required.

2. BACKGROUND

The City of Tshwane has deployed a digital trunked radio communication mission critical radio network which is used to provide two-way radio communication services, to dispatch jobs and communicate with workers in the field. The Tetra system is being constantly improved to provide City wide radio coverage for operational effectiveness of the departments.

The existing City of Tshwane digital trunked radio communication system is based on the TETRA (Terrestrial Trunked Radio) standard. The system supports full range of voice and data services and applications specified by the ETSI standards. The system is IP (Internet Protocol) based and a secure Virtual Private Network (VPN) method is used to access the City of Tshwane's Network Management System (NMS) over the internet from a remote location anywhere in the World.

The current Tetra network uses point to point backhaul of Microwave links and optical fibre network to link different high sites and the Main Control Centre (MCC).

3. ABBREVIATIONS

CoT - City of Tshwane

LED – Light Emitting Diode Display

IOP - Interoperability

VPN - Virtual Private Network

TNX – Tetra Node eXchange

TEP - Tetra Expansion Platform

VLS - Voice-data Logging System

USB - Universal Serial Bus

UPS – Uninterrupted Power Supply
NMS - Network Management System
ISSI - Individual Short Subscriber Identification
TETRA - Terrestrial Trunked Radio
ITU - International Telecommunication Union
ISDN - Integrated Services Digital Network
ETSI - European Telecommunications Standards Institute
GPS - Global Positioning System
TBS – Tetra Base Station Transceiver
MCC - Main Control Centre
IP - Internet Protocol
QTY - Quantity
TMO - TETRA Modem
UHF – Ultra High Frequency
IEC – International Electrotechnical Commission
RF – Radio Frequency
VSWR- Voltage Standing Wave Ratio
SDS – Short Data Service
IEEE - Institute of Electrical and Electronics Engineers
FCC - Federal Communications Commission

4. PROJECT SCOPE

The City of Tshwane is using Tetra network to communicate within various departments. The city is planning to expand the TETRA network coverage by increasing the number of high sites. This tender is for the maintenance of the existing network infrastructure, supply of new tetra equipment and expansion of the TETRA network.

The bidder/s who will be awarded this tender are expected to supply Tetra radio network equipment and construct new high sites where necessary.

4.1 Requirements from the bidder

- The bidder must be available as requested for 24 hours for support of service. The bidder should be able to do remote diagnosis in order to debug and update the required software.

- All equipment supplied are to be delivered sealed, properly packaged and in a good working condition.
- A service provider is required to provide City of Tshwane with an option to add new software version when available.
- All support is to be provided in English language.
- Bidders must take note that they have to supply, deliver, maintain and upgrade the TETRA network city wide, meaning in all regions within City of Tshwane boundaries.

PART - A. MAINTENANCE, SERVICE AND SUPPORT OF EXISTING EQUIPMENT AND INFRASTRUCTURE

4.2 Maintenance

The bidder will be required to provide maintenance on the existing City of Tshwane's TETRA system which includes main TNX switch, standby TNX switch, base station system components at various high sites within the City and all equipment in the Main Control Centers.

- Repair and replacement of faulty tetra equipment and components
- Repair and replacement of faulty radios.
- Upgrade and update of software.
- Installation and repair of electrical wiring.
- Maintenance and service of backup generators
- Repair and replacement of RF cables, connectors and ground kits.
- Maintenance of masts.

4.3 Support

- 4.3.1 The successful bidder shall provide available team to assist the City of Tshwane with faults that will occur during the period of this tender.
- 4.3.2 The City of Tshwane will report the all the faults by communicating (via telephone call or e-mail) to the Bidder.
- 4.3.3 All faults must be recorded by the bidder with a unique job card number for records and tracing purposes. When a fault is resolved, the bidder will provide the City a written report.
- 4.3.4 The City of Tshwane and the awarded bidder will have regular progress meetings on updates at no cost to the City of Tshwane.
- 4.3.5 In a case when the main exchange switch or standby exchange switch is faulty bidder is expected to resolve to fault within 24 hours.

- 4.3.6 The awarded bidder is expected to collect, repair and return all faulty radio equipment within 21 working days.
- 4.3.7 The awarded bidder is expected to repair high site infrastructure within 48 hours from time when the incident is reported.
- 4.3.8 All faults will only be closed after the problem has being fully resolved.

4.4 Software Updates and Upgrades

- 4.4.1 A new Software Update can be installed either by the Bidder or by the City of Tshwane upon request.
- 4.4.2 A Software debugging and update will be made available to the City free of charge.
- 4.4.3 The awarded bidder will support the latest release of the software during the period of this tender and provide most recent updates.
- 4.4.4 The COT will procure once off software licenses for all the required software upgrades and they will remain property of the City. All required documentation (installation manual, product key, etc.) either softcopy or hardcopy must be submitted as well.

PART - B. SUPPLY AND INSTALLATION OF NEW EQUIPMENT

The bidder/s must supply the equipment according to the given specification.

The equipment offered should comply with the ETSI specifications for a TETRA system and it must meet the licensing requirements of the Independent Communications Authority of South Africa (ICASA). The new equipment offered must be able to interface with the existing City of Tshwane TETRA 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.

4.5 Compliance of Equipment

- 4.5.1 All equipment supplied must meet the relevant requirements of Tetra ETSI standards.
- 4.5.2 All radio equipment supplied must operate in the 380 – 430 MHz frequency band.

4.6 High Site Electrical Supply Requirements

- 4.6.1 The electrical supply must be taken from the nominal 230V with $\pm 10\%$ tolerance, 50 Hz single phase AC mains supply.

- 4.6.2 The backup power supply is expected to supply all equipment in an event where main AC supply is interrupted.
- 4.6.3 Standby power from a diesel generator of 12 kVA single phase with 80 liters fuel tank and can operate for a minimum duration of 72 hours.
- 4.6.4 The UPS must be of 10KVA capacity to operate the equipment for a minimum period of 2 hours without any mains supply.

4.7 Installation and Commissioning

4.7.1 Antenna and Installation Requirements

- 4.7.1.1 Fiberglass collinear Omni-directional antennas are to be used on all base station transceivers at high sites. Parabolic antennas are to be used for point to point microwave links between high sites.
- 4.7.1.2 The materials used in the construction of antennas and their support structures must be fit for purpose of considering the prevailing weather conditions.
- 4.7.1.3 The design of antenna support structures should take into account the wind loading of all components of the structure, e.g. Antennas, feeders and associated hardware.
- 4.7.1.4 All antenna mounting steelworks should be safely clamped to protect feeders and other semi-flexible items from damage by vibration throughout the projected life of the installation.
- 4.7.1.5 Manufacturer's recommended feeder clamp spacing must be used from antenna to tower, tower to cable trays and cable tray into the buildings. Feeders must not be laid loose on cable trays, where necessary additional protection should be provided.
- 4.7.1.6 The use of adhesive tape to fasten feeders to a structure is not permitted. Newly installed feeders must not be fastened to existing feeders or cables.
- 4.7.1.7 Antennas must be mounted in a manner that does not impair their performance. When doing site installation the spacing between antennas must be at least 1.5 meters apart to provide isolation in order to allow system inter-modulation product targets to be met.

4.7.2 Stub Lattice Masts

- 4.7.2.1 In a case where a building is without an existing suitable antenna support structure, a stub lattice mast may have to be installed on either side of building or on handrail structures.
- 4.7.2.2 Stub lattice masts mounted on the side of the building structures must be fitted to the structure by the use of three-legged stand-offs or channels wall brackets.

4.7.3 RF Cables, Connectors and Ground Kits

- 4.7.3.1 Semi-flexible RF cables with corrugated copper outer conductors must be used for long feeders. Recommended connectors interface such as types 'N', 'HN', 'C' and 'IEC' must be used.
- 4.7.3.2 A flexible tail (1/2", LMR400, RG58 RF cables) must be used to connect a semi-rigid feeder to the antenna and to the equipment.
- 4.7.3.3 The use of single screened RF cable should not be used.
- 4.7.3.4 RF coaxial cable routing between a support structure or tower to the radio equipment room must be routed either by:
 - A catenary (angle bend), either direct or via an intermediate structure.
 - An overhead tray.
 - An underground duct.
- 4.7.3.5 RF Connectors and grounding kits should be fitted in accordance with manufacturers' instructions.
- 4.7.3.6 RF Connector fittings must always be carried out in dry surroundings and wrapped with petroleum jelly waterproof tape.
- 4.7.3.7 A minimum of 70 mm² Copper clad steel grounding conductor should interconnect the tower, mast or stub mast to the earth bed and the feeder terminations within the radio equipment room.
- 4.7.3.8 All the grounding components must be clearly indicated on the site plans.

4.7.4 Hardware Fittings

- 4.7.4.1 All metal structures and fittings must be of such material that is resistant to corrosion.
- 4.7.4.2 Earth clamps, lugs, bolts and nuts etc. must be connected in such a way that they are tied and secured so that it does not compromise the earth connection.
- 4.7.4.3 All metal clamps should be fabricated from either hot dip galvanized steel or stainless steel and must be firmly fitted to the supporting structure.
- 4.7.4.4 All nuts, bolts and associated components should be stainless steel and incorporate either a plain washer and a spring washer and a nut, or a plain washer and lock nut. A light coating of grease should be applied to all nuts and bolts connections to allow ease of removal in the future.
- 4.7.4.5 Construction drawings are required to be approved by the City of Tshwane before any items are installed.

4.7.5 Sealing

- 4.7.5.1 Feeder and cable entries, external cable or feeder termination and earth connections to the feeders on towers must be sealed or protected against moisture.

4.7.6 Tower Earth Termination

- 4.7.6.1 A two meter high single spike galvanized steel rod with a cross section of 150mm² must be connected and bolted to the highest point of one of the lattice or concrete mast structural legs in order to protect the mast structure.
- 4.7.6.2 All tower legs should be bonded to the buried ground ring surrounding the tower with copper clad strips of cross section 150mm². Bonding should be made below ground level by means of braising the 150mm² copper clad conductors directly onto the lower end of the cage bolts of each leg using alloy braising rods.

4.7.7 Bonding of Antennas and Equipment

- 4.7.7.1 All antenna and coaxial cables must be earthed at upper and lower points, specifically at 500 centimeters away from the antenna and 500 centimeters away from the cable entry point/plate with a minimum of 10mm earth conductor.
- 4.7.7.2 Provide an earth bar inside of the building in the cable tray for the equipment and run it as close to the equipment to be earthed as possible using 25mm X 3mm flat copper bar.
- 4.7.7.3 All the cables, both signal and power, must enter the building from the same side and at the same point. The container or building should be earthed at one point (single point earthing). All lightning protection should take place at the same point.
- 4.7.7.4 On containers the copper clad T piece should be bolted to the aluminium strip. Copper clad steel should be used to provide a good connection.
- 4.7.7.5 Any metallic objects, pipe works, metal trunking etc. (buried or otherwise) must be bonded to the building earth ring at both the point of entry into and exit from the building.
- 4.7.7.6 All earthing / bonding strips crossing each other or in close proximity must be bonded together.
- 4.7.7.7 The armouring of the supply cables must be bonded to the grounded metal at the point of entry to the building.
- 4.7.7.8 The cable trenching should be backfilled by mixing the river sand, small concrete stones and cement with water and then compact the soil material back into the trench.

4.7.8 Equipment layout.

- 4.7.8.1 All site installations must have adequate space to move around the equipment for ease of maintenance. The City of Tshwane must be provided with site drawings for approval of the proposed equipment location and room dimensions before installation.
- 4.7.8.2 Feeder cables must be uniquely and permanently labelled and identified at each end, and at the point of exit from the structure. The main feeder must be taken as close as possible to the equipment before being connected via a tail RF cable to the equipment.
- 4.7.8.3 The Contractor must indicate all electrical wiring required at all fixed locations on the drawings.

4.7.9 Expansion of Tetra Network

- 4.7.9.1 The awarded Bidder is expected to do a propagation study to identify the radio coverage challenges, there after the bidder shall make a presentation on recommendations on how to improve the network coverage before a new site is built. The City will make a final decision based on bidder's recommendations as to whether a new site is to be built or not.
- 4.7.9.2 The bidders will be expected to submit a document that shows the sketches of the improved network topology, propagation study, sites layout and all equipment that is going to be needed.

5. WARRANTY OF EQUIPMENT

- 5.1 The bidder shall provide the City of Tshwane with a 12 months warranty on the radio communication equipment.
- 5.2 The successful bidder will be given a maximum of 5 working days to repair the faulty radio equipment. The repair time starts at the moment the equipment is received by the Bidder.
- 5.3 New defective equipment is expected to be replaced within the period of 21 days by the bidder. The replacement time starts at the moment the equipment is accepted by the Bidder.
- 5.4 Defective Hardware under Warranty period must be covered for repairs free of charge in case of electrical, electronic or mechanical breakdown, i.e. an internal failure of the Hardware.

5.5 All Hardware equipment under warranty that is declared beyond economical repair must be replaced by the bidder with a new equipment of the same or better standards, at no cost to the City of Tshwane.

5.6 City of Tshwane will inform the bidder of all information related to hardware problem and comply with the Return Merchandise Authorization (RMA) procedure.

5.7 The City of Tshwane reserves the right to return the equipment to the bidder whereby the cover and inner serial numbers do not match and the City will not accept new equipment that appear to have been tempered with.

5.8 The bidder will be liable for any loss of equipment that has been sent for repairs or replacement.

5.9 The bidder will cover for all costs of repaired or replaced equipment.

6. APPLICABLE STANDARDS

Except where otherwise specified or implied, the following standards shall apply: Wherever relevant, even if not directly requested within this tender, all equipment must comply to all applicable ETSI specifications for ETSI TETRA subscriber equipment including ETS 300 392, ETS 300 394, ETS 300 395, ETS 300 396. All radio equipment must be in compliant with EN 60950 or equivalent standards.

7. SPECIFICATIONS FOR TETRA RADIO COMMUNICATIONS SYSTEM

Radio communications equipment shall comprise of all the items described in the following paragraphs. The equipment supplied shall meet and be installed according to these specifications.

The solid-state and other components shall be used well within their rating and safe operating temperatures specified by the manufacturers.

7.1 Handheld Portable Radio

Radio must operate within 380 MHz – 430 MHz frequency band.

7.1.1 Display and User Interface

The radio screen display is expected to have active LCD (Liquid Crystal Display) area and with a backlight feature in case the radio is used or operating in dark areas.

The following features must be on the display menu:

- It must have missed call indicator
- It must have three user interface display modes (grid, list and font compatibility)
- The customizable menu content display (normal, zoom, twist, inverted, talk-groups, status and user profile)

7.1.2 Keypad

The radio must have alpha numeric keypad with backlight embedded, display selection keys, four direction keys, answering and drop calls keys.

7.1.3 Battery

The radio must come with the operating battery of 7.4Vdc (nominal) Lithium polymer packs with intelligent reporting battery when power is fully charged or low and capacity of not less than 1880mAh.

7.1.4 Audio Performance

The radio must be supplied with a built-in audio speaker with output power of 1Watt and external rugged accessory connector (RAC) for external microphone.

7.1.5 Selection Knob

The selection knob must be able to do the following features:

- Volume adjustable
- Channel selection for group calls

7.1.6 Man-down button

The following mode of operation must be activated for man-down:

- Immobility detection
- Blind-find emergency detection

7.1.7 Push to talk (PTT) button

The radio must have a built-in Push to talk button for transmitting the message and for channel talk group selection

7.1.8 Antenna

The radio external antenna must be supplied and able to operate on given Tetra frequencies for transmitting and receiving the signal for communication.

The radio must have an internal built-in GPS integrated option of -162dBm tracking sensitivity, over-the-air GPS reporting that is working on ETSI location standard.

7.1.9 Radio characteristics

The radio has to detect the receiver sensitivity of -112dBm and the GPS sensitivity receiver of -148dBm and signal tracking of -162dBm.

The channel spacing between the frequencies must be 25KHz.

The RF power level accuracy of ± 2 dB.

The radio will have a transmitting power of 3Watts.

7.1.10 Environmental Performance

All equipment shall be adequately enclosed, protected and capable of operating satisfactorily under these conditions:

- Radio is expected to operate under the temperature of -20°C minimum to +60°C maximum and to handle to be stored at temperature -40°C minimum to +85°C maximum.
- The radio must comply with the requirements of IP65 or IP67 degree of protection, withstanding submersion in 1 meter of water for a duration of up to 30 minutes.
- The radio must have a shock, drop and vibration according to ETS 300 019 5M3.

7.1.11 Talk-group management

The radio must have the following features for the talk-group:

- Must be able to be programmed for about 9900 talk-groups including Trunked radio mode (TMO) and Direct/Duplex mode (DMO).
- Must have 500 group folders
- Home and toggle talk-group
- Talk-group selection of a single or user-defined Scan list (UDSL) with 20 USDL each with 10 talk-groups

7.1.12 Voice Services

The radio will have a multiple alert tones for every selected voice services and all voice calls must be able to operate in Trunked radio mode (TMO) and Direct/Duplex mode (DMO)

The Group calls to be used when the individual departments communicate

The radio to have an Individual call for two subscribers to communicate

Emergency call to be used in an emergency situation and must override other calls, be selected automatically and handle as a priority.

It must have an independent volume control

7.1.13 Data and messages services

The radio will be able to send and receive text message and status messages to be view on display, send notification on new messages during calls, and send short data service (SDS).

7.1.14 Connectivity

Handheld radio must operate under the following connectivity features:

- Tetra voice and Data service
- Connector for audio and data connection
- USB support for data loading and writing
- Connection accessory via rugged accessory connector (RAC)²

7.1.15 Accessories

The radio must have a rapid and vehicle charger, a carry case with a belt attached to it, a programming leads that has a USB connection and a standard capacity battery.

7.2 Mobile/Desktop Radio

Radio must operate within 380 MHz – 430 MHz frequency band

The radio must be able to be installed on vehicles and/or be dash mount

The radio power supply must be able to use a 230 Volts AC with $\pm 10\%$ tolerance power or a 12VDC power supply.

7.2.1 Display and User Interface

The radio screen display is expected to have active LCD area and with a backlight feature in case the radio is used or operating in dark areas.

The following features must be on the display menu:

- It must have missed call indicator
- It must have three user interface display modes (grid, list and font compatibility)
- The customizable menu content display (normal, zoom, twist, inverted, talk-groups, status and user profile)

7.2.2 Keypad

The radio must have alphanumeric keypad with backlight embedded, display selection keys, four direction keys, answering and drop calls keys.

7.2.3 Audio Performance

The radio must be supply with a build in audio speaker with output power of 8 Watts, with dual speaker configuration capability.

7.2.4 Selection Knob

The selection knob must be able to do the following features:

- Volume adjustable
- Channel selection for group calls

7.2.5 Push to talk (PTT) microphone

The radio must have an external or hands free push to talk microphone for transmitting the message and Magnetic mountable microphone fully compatible with existing console cables.

7.2.6 Antenna

The radio external antenna must be supplied and able to operate on given Tetra frequencies for transmitting and receiving the signal for communication.

The radio must have a GPS antenna integrated option of tracking that shares location, resulting in task management and enhanced of workers safety, over-the-air GPS reporting that is working on ETSI location standard.

7.2.7 Radio characteristics

The radio has to detect the receiver sensitivity of -112dBm and the GPS sensitivity receiver of -103dBm and signal tracking of -107dBm.

The channel spacing between the frequencies must be 25KHz

RF power level accuracy of plus minus of 5dB

The radio will have a transmitting output power of 10Watts

7.2.8 Mission critical calls

The radio must be able to operate and ensures fast communication and collaboration across multiple departments during an emergency scene by automatically placing first responders in the talk-group when they communicate.

7.2.9 Intelligent Lighting

Radio must have the intelligent lights for use in different option that are chosen to alert the user of critical radio events like emergency, low battery, calls and out of network range

7.2.10 Data and messages services

The radio will be able to send and receive text message and status messages to be view on display, send notification on new messages during calls, and send short data service (SDS).

7.2.11 Connectivity

Mobile/Desktop radio must operate under the following connectivity features:

- Tetra voice and Data service
- The bottom connector for audio and data connection
- USB support for data loading and writing at front mounted connector use for programming software configuration.
- Three Connection accessory: one front mounted and two rear mounted audio accessories

7.2.12 Accessories

The radio must have a rapid and vehicle charger, a programming leads that has a USB connection and a standard capacity battery

7.2.13 Environmental Performance

All equipment shall be adequately enclosed, protected and capable of operating satisfactorily under these conditions:

Radio is expected to operate under the temperature of -20°C minimum to +53°C maximum and to handle to be stored at temperature -40°C minimum to +85°C maximum.

The radio must comply with the requirements of IP54 and IP67 console and control unit for protection, withstanding submersion in 1 meter of water for a duration of up to 30 minutes.

The radio must have a humidity, drop and vibration according to ETS 300 019 5M3.

7.3 Tetra Base Station (TBS) Transceiver Specifications

AC Mains Input Power : 230V \pm 10% tolerance, 50Hz

Single power input and multiple output power

Power Supply : 24V and 48V (V_{CD} nominal)

Operating temperature : $\leq 70^{\circ}\text{C}$

Storage temperature : $\leq 95^{\circ}\text{C}$

7.3.1 Dynamic Receiver Sensitivity Levels

Base Station : - 106 dBm

7.3.2 Frequency Bands and Channel Arrangements

Frequency band : 380 – 430 MHz

Frequency channel band : 400 MHz reference frequency

Carrier Spacing : 25 kHz

Radio Channel number : 1

Main carrier and carrier number : 800 [(430-410)/25]

Frequency Offset : -6.25, 0, +6.25, + 12.5 kHz

Duplex Spacing : 10 MHz

Tx Power Tolerance : ± 2.0 dB normal conditions

Channel access : 4 time slots (TDMA frame)

7.3.3 Modulation

Modulation scheme : $\pi/4$ DQPSK

Modulation rate : 36 kbps

7.3.4 Base Station Requirements for Synchronization

Single Frequency Source : better than $\pm 0.2\text{ppm}$ (for both RF frequency generation and clocking time-based)

The same source shall be used for all carriers of the Base Station.

The channels of different carriers transmitted by the base station must be synchronized together.

7.4 Vandal Resistant Converted Container

- Dimensions of the container must be 6m x 2.4m made from “A” Grade or “B” Grade Shipping Container – Wind & Watertight. The bidder must attach a letter (with letter head and signature) that indicates which grade of a container they will be supplying.
- Insulated 6m General Purpose Container with 40mm Expanded Polystyrene (interior) and cladding panels (exterior) for a smooth finish.
- The 6m container must be Spray painted with white colour (Exterior/ Outside).
- 3mm Grey rubberizing Installed on floor (slightly smooth finish).
- Aluminium Vastrap plate on floor edges at entrances.
- Steel double door cut from container complete with lock box and a 70mm insurance padlocks for the backup generator compartment.
- Steel single door (2.040mm x 762mm) cut from container complete with two lock box and two 70mm insurance padlocks.
- Steel non open louver door (2.040mm x 762mm) with mesh installed on one side to allow ventilation for backup generator when running.
- Steel louver door (2.040mm x 762mm) with mesh installed on one side to allow to allow ease of access to the control panel of the backup generator.
- 3mm aluminium cable entry plate 250mm x 250mm size installed in the equipment room compartment.

7.4.1 The container will come pre-wired with the following items

Complete 12 way surface mount distribution board

Two 16A 230VAC with $\pm 10\%$ tolerance double plug points installed

Two 50w LED flood light, dust and watertight with day/ night switch

Four 1.2m Double LED light installed with proper wiring done using pvc cable trunking for safety and aesthetics and dedicated light switches

12000BTU complete split unit air-conditioner with dedicated isolator.

220W Ventilation fan to allow airflow in air-conditioned equipment room and air compressor room

Mesh Cable tray running from cable entry points and distribution board.

7.5 TETRA Modem

TMO-100

Type of device	TETRA modem for serial communication TETRA device for SDS and Status Messages TETRA IP Router TETRA RTU
RF Output power	3 Watt @ 400MHz
Frequency Range	380 – 430 MHz
Serial Interfaces	
COM:	RS-232, RS 485/422, Subin-D
AUX:	RS-232, RS 485, RJ12
Ethernet:	Ethernet – Interface 10/100 Mbit
Voice	Voice with Microphone Speaker Set (RJ45)
Operating Mode	SDS based data transfer Status message via alarm inputs Packet data based communication Circuit switch data
Protocols	Modbus-RTU, Modbus-TCP IEC-60870-5-101, IEC-60870-5-104 DNP3, PakBus, Sinaut, Customer specific protocols
Field Strength Display	LED-Bargraph on the device
Operating Voltage	12 – 24 Volt DC +/- 20%

Current Consumption

Receive:	<50mA @ 24V
Transmit:	<80mA @ 12V
Enclosure	Anodized aluminium with plastic ends according to DIN 48330
Operating Temperature	-20°C to 65°C
Mounting	35mm DIN Rail

7.6 Land Mobile Radio Analyzer

The LMR (Land Mobile Radio) Master Analyzer combines a high performance receiver / signal generator with internally adjustable power from 0 dBm to –130 dBm.

7.6.1 LMR Features

- Cable and Antenna Analyzer: 500 kHz – 1.6 GHz, optional to 6 GHz
- LMR Signal Analyzers with Coverage Mapping
- Broadband Signal Analyzer Capability of: LTE, WiMAX & TETRA
- Interference Analyzer with Interference Mapping Internal Power Meter, optional External Power Sensor
- Handheld, battery-operated design
- Weighs less than 4 kilograms (including battery)
- Daylight viewable color touchscreen display
- Superior Immunity to RF interference
- The LMR Master S412E must include data analysis software, soft carrying case
- Rechargeable field-replaceable battery, which can be charged from 230V AC with $\pm 10\%$ tolerance power outlet and also have a 12V DC power automobile cigarette lighter adapter. A comprehensive User's Guide must also be supplied.

7.7 Commercial LED Display Monitor 65"

7.7.1 LED Features

- 65 inches LED backlight
- Active Area(mm) -1428.48(H) × 803.52(V)
- Aspect Ratio – 16:9
- Resolution – 3840×2160
- Operating system compatibility – Windows 10 & Android 6.0

7.7.2 External ports

- Signal ports: HDMI IN × 2, AUDIO OUT × 1, HDMI OUT × 1
- Network ports: LAN, WIFI (IEEE802.11ac 2.4GHz/5GHz)
- Storage extension: SD Card 64GB (Max)
- Other ports: AC IN × 1, USB (2.0) × 4, × 1, RS232

The monitor must have a range of wall mounting solutions.

7.8 Commercial LED Display Monitor 55"

7.8.1 LED Features

- 55 inches LED backlight
- Active Area(mm) -1428.48(H) × 803.52(V)
- Aspect Ratio – 16:9
- Resolution – 3840×2160
- Operating system compatibility – Windows 10 & Android 6.0

7.8.2 External ports

- Signal ports: HDMI IN × 2, AUDIO OUT × 1, HDMI OUT × 1
- Network ports: LAN, WIFI (IEEE802.11ac 2.4GHz/5GHz)
- Storage extension: SD Card 64GB (Max)
- Other ports: AC IN × 1, USB (2.0) × 4, × 1, RS232

The monitor must have a range of wall mounting solutions.

7.9 Back-up Generator

The 12KVA generator must supply 230Vac with $\pm 10\%$ tolerance, 50Hz single phase low noise diesel generator with the following built in:

- Automatic mains failure change-over contactors with electrical and mechanical switch over.
- LCD screen Voltage indication Current indication Hours-run indication Power on warning light Generator.
- Shutdown protection with alarm display Battery charger Controller options.
- 80L fuel tank
- Remote starting feature

7.9.1 Sound & Weatherproof Enclosure

The canopy enclosure should be manufactured from mild steel, coated with zinc oxide and then powder coated.

- Unit designed for interior and exterior installation and also vermin proof.
- Large removable inlet and outlet louvers, which ensures cooling of generator.
- Large hinged heavy-duty lockable access doors for purposes of servicing and maintaining unit.
- Exhaust bellow fitted to engine exhaust manifold to absorb any vibration, which may cause damage.
- Heavy-duty industrial exhaust system fitted.
- All generator components are housed within the enclosure and thereby protected from environmental elements.

7.9.2 Dimensions

Width \leq 1000mm, Length \leq 2000mm, height \leq 1700mm, weight \leq 750kg.

7.10 Uninterrupted Power Supply (UPS)

Max Configurable Power:	10.0KWatts / 10.0KVA
Output Voltage:	230V AC with $\pm 10\%$ tolerance 50Hz nominal output voltage
Battery Charge Power:	954 Watts
Interface Port(s):	DB-9 RS-232, SmartSlot

7.10.1 Control panel

LED status display with load and battery bar-graphs and On Line, Replace Battery and Overload Indicators

7.10.2 Battery type

Maintenance-free sealed Lead-Acid rechargeable battery with suspended electrolyte: leak-proof

7.10.3 Audible Alarm

Alarm when on battery: distinctive low battery alarm.

7.11 IP Network Switch

The IP network switch must be a 16-Port 10/100Mbps rack-mount switch that offers a high performance easy to use unit. The IP network switch must be housed with a rack-mount steel case design that is combined with a safety internal power supply and should be robust.

7.11.1 Hardware Features

Standards and Protocols:	IEEE 802.3i, IEEE 802.3u, IEEE 802.3x
Interface:	16 10/100Mbps RJ45 Ports AUTO Negotiation/AUTO MDI/MDIX

Network Media:	10BASE-T: UTP cable category
Power Supply:	230VAC with $\pm 10\%$ tolerance, 50Hz
Power Consumption:	Maximum: 2.1W
Dimensions:	1U rack mountable
Package Contents:	16-Port 10/100Mbps Rack-mount Switch Power Cord Installation Guide Rack-mount Kit Rubber Feet

7.11.2 Performance

Switching Capacity:	3.2Gbps
Packet Forwarding Rate:	2.38Mpps
Buffer Memory:	2Mb

7.12 Microwave Radio Antenna

Operating Frequency:	2GHz – 42GHz
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7.12.1 Hardware Features

- 30cm or 60cm Point to point parabolic Antenna
- Adjustment range Elevation adjustment $\pm 45^\circ$ Azimuth angle: $\pm 90^\circ$
- Mount Pole Diameter 60mm
- Corrosive-resistant finish

7.13 Microwave Radio Indoor Unit

Frequency Band:	13GHz & 23G Hz Licensed band
Bandwidth:	CEPT/ETSI: 1.75, 3.5, 7, 14, 28MHz ANSI/FCC: 1.25, 2.5, 5, 10, 20, 30MHz
Capacity:	From 2Mbps up to 170Mbps Full duplex
Modulation Type:	QPSK, 8PSK, 16QAM, 32QAM, 64QAM, 128QAM, 256QAM
Output Power:	Up to 27dm
Network Management:	SNMP Enable
Remote Parameters:	Full range of SNMP, HTTP/web, CLI, serial Monitoring
Physical Dimensions:	1RU ETSI Compliant

	(19"FE+ 4E1/T1) IP 54 rated
Data and Aux Interface:	High density base with 8x10/100/1000 Ethernet Base-T (RJ45), 4x GigE SFP ports and 4x T1/E1 interfaces
Operational Power:	24 VDC or 48 VDC Operated Mains 230V AC with $\pm 10\%$ tolerance to DC power supply Available Power consumption: 20 – 200W

7.14 Microwave Radio Outdoor Unit

7.14.1 Frequency Range

Operating frequencies: 13GHz and 23GHz Licensed Band

7.14.2 Operational Specifications and Environment

- Power consumption: 20 – 200W
- DC Power: -24 to -60 Volts DC (-48V typically)
- Output power: Up to 27dbm
- Radio Configurations: 1+0, 1+1, 2+0
- Software controlled ODU functions
- Designed to meet FCC, ETSI and CE safety and emission standards
- Supports QPSK and 16 to 1024 QAM

7.15 Fiberglass collinear antenna

Frequency range 410–430 MHz -Gain 6.5 dBi

Impedance:	50 ohms
VSWR:	< 1.5:1
Polarization:	Vertical
Maximum input power:	100 watts
Omni E/H-plane beamwidth:	12 degrees (half-power)
Connector:	7-16 DIN female
Weight:	6 kg
Height:	3113 mm

7.16 Cable Tray

7.16.1 Welded Wire Mesh Cable Tray

To be used inside the equipment room

- 3000mm standard length
- Pitch 100 x 50mm & 50 x 50mm
- Standard finish Hot Dip Galvanised (HDG)
- Hold down saddle & joiner clamp set galvanised (HDG)

7.16.2 Perforated Metal Cable Tray

To be used outside from mast to equipment room

- Use with Cab-Strut metal framing to provide multi directional support for runs of cabling.
- Standard finish (LCT) galvanised (PG) or Standard finish (MCT & HCT) galvanised (HDG)

7.17 Lattice Mast

7.17.1 Self-support Mast Section Specification

Type:	Heavy Duty Hot dipped Galvanized Lattice mast with 8.8 High tensile bolts & nuts
Width between legs:	1100mm
Leg size:	60.3 x 4.0mm 300WA structural steel round tube
Cross Bracing:	38mm x 2.5mm 300WA structural steel round tube
Mass per 3 metre Section:	102.3 Kg
Design:	Lattice
Section:	Triangular
Access ladder:	Yes
Possible antenna load:	1
Wind speed tolerance:	≤ 200 km\h

7.17.2 Standards Applied

Tower and Masts-Manufacturing: SANS 10162-1: 2005 (SABS 0162-1)

Design Code: SABS 0160 - 1989

Material Standards: SANS 657-1: 2005 (SABS 657-1)
SANS 1431: 2007

Galvanising Standards: SANS 121: 2000/ ISO 1461:1999

7.18 Tetra unit Power Supply

- 230 Volts with $\pm 10\%$ tolerance, 50Hz AC Mains input power
- Single power input
- Multiple output power
- 18-36 Volts DC (nominal +24VDC) negative earth
- 3 and 4 carrier systems dual redundant supply
- (nominal -48VDC) positive earth configuration
- Non –redundant or Dual redundant

7.19 Tetra Cabinet

- The cabinet should be a 37.5U high (32U internal) 19" rack unit. 600x600mm footprint with lockable front and rear doors. Colour light grey or black.
- Rear door should be ventilated, air inlet under rack, main air exhaust is fan assisted from rack top.
- Anti-vibration feet (e.g. for railway environments) are to be included.
- 4 Piece 1inch TPE universal wheels mini casters
- Pre-wired multi connected AC power unit
- Pre-wired multi connected -48Volts and 24 Volts DC power unit
- Carrying frame is steel construction with 1.5mm thickness
- Open and lockable front and back covers
- Adjustable rack mounting brackets at the desired level
- An optional fan unit

7.20 Fallback Site Controller

- Maintain service in the event of failure
- Must secure DMO mode with air interface encryption or end-end encryption
- Enabling direct terminal to terminal communication coverage
- Tetra group calls must continue to be supported

7.21 Synchronization Unit (TBS-SYN)

- The TBS-SYN must contain one GPS receiver with a 3.3V DC power output on the receiver MCX (micro coaxial connector) for powering a remote active antenna.
- The TBS-SYN should be designed to be powered from one or two R-80x0 series base station transceivers.
- Connections to transceivers are made with star connected RJ-45 cables.
- The TBS-SYN must be 1RU ETSI Compliant
- Transmitting Frequency 410-430 MHz
- Operating voltage 18-36 Volts DC (=24 VDC nominal)
- Carrier Spacing 25 kHz

- Frequency Offset 12.5 kHz
- DQPSK Modulation
- Data Rate 36 kbps
- Max Tx Output Power 33 - 46 dBm (2.0 – 40 Wrms) adjustable in 1 dB steps

7.22 RX (Receiver)/TX (Transmitter) Combiner

7.22.1 Cavity Combiner

- Tx output to antenna or duplex filter (50 Ω female N-type)
- Tx input from transceiver PA (50 Ω female N-type)
- 22-28V DC input
- Open collector alarm output
- Connect earth cable with ring termination

7.22.2 Hybrid Combiner

- 22-28V DC input
- Tx output to duplexer or Tx filter (50 Ω female N-type)
- Tx input from transceiver PA (50 Ω female N-type)
- Connect earth cable with ring termination
- 4x Rx antenna outputs (50 Ω female QMA)
- Tx input, connect to output of combiner (50 Ω female N-type)
- Combined Tx/Rx antenna connection (50 Ω female N-type)
- Connect earth cable with ring termination

7.23 RX multi Coupler TX/RX Duplexer

- 4x Rx antenna outputs (50 Ω female QMA)
- Tx input, connect to output of combiner (50 Ω female N-type)
- Combined Tx/Rx antenna connection (50 Ω female N-type)
- Connect earth cable with ring termination

7.24 AC to DC Power supply for auxiliary Equipment

- Input: 230 Volts AC with $\pm 10\%$ tolerance
- Max Current: 7 Amps
- Output: 48VDC
- Current: 12.5 Amps
- Built-in DC fan for cooling

7.25 RF Coaxial cables

7.25.1 7/8" 50 Ω cable

7.25.2 1/2", 50 Ω cable

7.25.3 LMR400, 50 Ω cable

7.25.4 RG58, 50 Ω cable

7.26 Coaxial cable Connectors

7.26.1 BNC male connector for (RG58)

7.26.2 N-Type male connector for (7/8")

7.26.3 N-Type male connector for (1/2")

7.26.4 N-Type male connector for (LMR400)

7.26.5 N-Type male connector for (RG58)

7.27 TETRA SYSTEM SOFTWARE SPECIFICATIONS

NB. The bidders will be requested to prove that their software can work on the existing tetra system, this will occur during the evaluation process.

7.27.1 Network Management System (NMS) Software

Because of the dynamic nature of the Network, a flexible network management tool is indispensable. The NMS provides an easy but sophisticated tool for operating the network.

The Network Management System consists of:

- Network Management System software. This is the PC-based Microsoft Windows application for control and monitoring of radio communications and subscriber management.
- A Personal Computer with Windows 10, a monitor, USB 2.0, Ethernet card and sound card.
- HASP key. This is a secure USB key that protects software against piracy and illegal use by allowing access and execution of the NMS software only when a HASP key with valid NMS software license is connected to the PC.
- The NMS provides the interface between the Network and the network operator(s).
- The NMS is a PC-based Microsoft Windows application for configuring, controlling, monitoring, authorizing and maintaining the network and its subscribers

7.27.2 Network Management System Software Package Documentation

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.

7.27.3 Features

The NMS provides the interface between the network and the network operator(s). Operation of the NMS is based on a client / server architecture. The TNX operates as the server, while the operator workstations run the client software. The databases are located on every TNX to achieve a maximum level of resilience. Reference locations are assigned to specific database records to maintain database consistency.

The NMS client is a 32-bit Windows application, designed to run under Windows 10. The application uses windows, dialogs and toolbars, which have a similar appearance as, found in Microsoft applications such as Office.

7.27.4 NMS Software Package Documentation

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 base stations monitoring software.

7.27.5 Base Station Monitoring Software

The City is currently using a software monitoring system called Node View. Tenderer are expected to maintain this software package Node View serves to give a graphical, real-time view of a Node in a Tetra Node infrastructure, showing Tetra Node eXchanges (TNX), sites and channels on a geographical map.

7.27.6 Base Stations Monitoring Software Package Documentation

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 base stations monitoring software.

The site window consists of the following

- Channels tab enables the operator to monitor calls on the site.
- Events tab serves to give information on equipment faults.
- Software version: 2.0.4.203 the status bar gives information on any queued calls.

7.27.7 Site requirements

Software requires a transparent broadband IP connection to the TNX. To ensure reliable operation with minimum delay in operation, the following site requirements should be met:

Bandwidth of 10 to 200 kbps per node (10 kbps for a small node with 2 sites, 4 carriers and 500 subscribers; up to 200 kbps for a large node with 48 sites, 120 carriers and 15,000 subscribers).

7.28 Voice-data logging System

7.28.1 Background

The Voice-data Logging System consists of the following:

- The Voice Logging Client (PC), the Voice Logging Server and the Voice Logging Client software.
- A Personal Computer (PC) with the Windows 10 operating system, Hard Disk Drive, USB 2.0 port, Ethernet, sound, monitor, keyboard and mouse. An external speaker should be connected to the PC.

- A server system with the Linux operating system, Hard Disk Drive, USB 2.0 port and Ethernet.
- A HASP key. This is a secure USB key that protects software against piracy by allowing access to and execution of the Voice Logging software only if a HASP key with valid licence is connected to the PC.
- Server PC 1U, 2 slot, single AC-Power Supply unit & voice logging server with 32 port license.
- Voice Logging Client (VLC) software version: 4.10.

7.28.2 General

The VLC software comes pre-installed on the server system. The VLC runs on top of the TetraNode Exchange Application Server platform, which is also pre-installed on the server system.

7.28.3 Voice Logging Client (VLC) Software Features

- serves to collect, store and archive voice, text, status location reports.
- application is designed to retrieve, display and/or play all speech calls.
- Backups and archives can be written to another hard disk, which is either connected to the VLC or to the server

7.29 LDS (Line Dispatch Station)

7.29.1 Background

The LDS consists of:

- The LDS software and the Personal Computer desktop with Microsoft Windows application for control and monitoring of radio communications.
- A Personal Computer (PC) with the Windows 10 operating system, Hard Disk Drive, USB 2.0 port, Ethernet, sound, monitor, keyboard and mouse. An external speaker should be connected to the PC.
- A HASP key. This is a secure USB key that protects software against piracy and illegal use by allowing access to and execution of the LDS software only if a HASP key with valid licence is connected to the PC.
- An R-812 USB Dispatch Microphone (UDM) and external speaker.
- Optionally, a microphone, headset and footswitch can also be connected to the PC.

7.29.2 General

The LDS software runs on top of the TetraNode Exchange Application Server platform, which is also pre-installed on the server system.

7.30 LDS (Line Dispatch System) Software Features

- The LDS Chameleon is a powerful and flexible solution for managing fleet(s) of mobile and hand-portable radios using voice and data applications.

- The dispatcher of the LDS Chameleon can set up individual, group and broadcast calls and can monitor up to sixteen groups. Incoming calls can be handled in a multi dispatcher environment. Dispatchers can be members of a Virtual.
- The LDS Chameleon also provides text messaging using TETRA Short Data Service (SDS). In emergency situations, the dispatcher can make pre-emptive priority calls in order to take over busy channels or to reach busy subscribers.
- Ambience Listening (option) and Discreet Listening (option) allow the dispatcher to covertly monitor ambient audio or calls in progress, for instance in situations where the radio user's health and safety are at risk.
- The user interface is optimised with 3D widgets, is easy to use with Windows compatible dialogue panes and toolbars.
- The LDS Chameleon can run on the Windows 10 operating system.
- Any Windows-supported font can be used, offering multi-language support. Custom sound files and graphics can also be incorporated.
- Allow Merging of group and individual subscribers across different network fleets.

7.31 Radio Location Software

7.31.1 General

The User Radio Location software is a powerful extension in a dispatch environment, creating situational awareness about radio users for dispatchers and other TetraNode users. It improves the safety of radio users by visualising alarm triggers and enabling immediate response by setting up calls directly from the User Radio Location software interface. The User Radio Location software enables dynamic group assignment of radio users, based on their geographical location, and full communication control over assigned groups in order to coordinate activities in a designated area.

The location and status of the tracked devices is shown on the map. Calls, users and statuses are differentiated by distinctive icons, colours and shapes. Control over the GPS functionality of the tracked devices includes managing the GPS update configuration and location polling.

7.31.2 Software Features

- Manage users and vehicles based on their geographical location
- Improved user safety, optimised workflow and reduced response time
- Display location and status of the tracked devices
- Initiate group and individual addressed calls directly from the map
- Capability for custom maps

7.32 Radio Programming Software

- Multi Terminal Programming support
- Mapping and recording of ISSI and TEI association
- Associate Customisation with ISSI (individual subscriber system identification)
- Automatically detect software upgrades
- Terminal Validation using TEI
- 3rd Party Interface for Fleet Map imports.

7.33 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 has to interface and run similar protocols to the existing system.

Although all the functionality requirements are listed here under Standard Specification, it shall be noted that all functional requirements shall be adhered to in full in all aspects to the specification. All the functional requirements as listed in the Standard and the tender specification are fully utilized by the City. It is thus of extreme importance that the tenderer fully complies with all functionalities, hardware and software as requested in the specifications.

7.34 Materials and Workmanship

7.34.1 General

All materials and components used in the manufacture and fabrication of equipment to be supplied under this contract shall be of the best quality and class suitable for the purpose specified.

7.35 Quality Management

7.35.1 Applicable Quality Assurance Standards

The Tenderer shall provide a coordinated and formally documented statement of his quality management system, including quality management objectives, policies, organization and procedures. Quality monitoring and control by the City's personnel may be done at any time on any material.

7.35.2 Quality Assurance Staff

The Contractor must ensure that a suitable qualified staff shall be assigned to control the quality of the material used by each sub-contractor engaged in the supply of critical and major components.

7.36 Design and Standardization

All equipment shall be designed so as to ensure the maximum possible continuity of service to be maintained, and to facilitate inspection, testing, maintenance, repair and cleaning.

7.37 Occupational Health and safety System

It is of utmost importance that the tenderer shall provide a coordinated and formally documented occupational health and safety plan for the company and for the project. The tenderer shall ensure they have a trained and qualified occupational Health and Safety supervisor in the company as to ensure the strict regulations of the law shall have complied to. If the tenderer does not have an Occupational Health and Safety specialist, the tenderer shall employ a specialist company to do so.

The tenderer shall provide a CV and proof of an Occupational Health and Safety Management Qualification accredited by the South African Council for the Project and Construction Management Profession (SACPCMP).

The Company shall ensure that the required plans, files, representatives and training are in place as required by the Occupational Health and safety and its latest regulations. The full responsibility to adhere to the law shall be with the contractor.

7.38 Environmental Conditions

Atmospheric temperatures are often varying from very low -3 to 43°C at high sites and inside enclosure. Humidity is also high and could cause appreciable condensation within equipment not suitably sealed or protected against these conditions.

All equipment shall be adequately enclosed, protected and capable of operating satisfactorily under these conditions.

7.39 Maintenance

The system shall be installed on the City's premises

Tenderers shall state what facilities (hardware and/or software) can be provided at the City's premises for regular servicing and maintenance. A price schedule should be submitted of all components that are likely to require periodic replacement. The name and address of the nearest service depot and supplier of such components should be stated. A service provider with service depot distributed within Gauteng shall be required.

During the maintenance period the Contractor shall visit the site (over and above such visits as may become necessary due to system breakdowns), at intervals as specified latter in the tender to ascertain that the system is working well. Within 14 days of each such visit the Contractor shall submit a detailed report to the City, which shall include details of all faults that were found as well as a statement that such faults were rectified.

7.40 Demonstration and Pilot Testing

The bidders may be requested to commission and run a pilot test during the evaluation process at their (bidder's) costs, to ensure that their system can interface with the existing tetra system. The bidders will be given a period of five working days to run the pilot.

The City will provide facilities for bidders to run pilot testing of equipment to be offered and the City's personnel will inspect if that system meets all specifications required.

N.B Bidders must take note that the successful run of the pilot test does not guarantee that they will be awarded the tender.

7.41 Compliance to specifications

The tenderer shall be required to comply with all standards mentioned in the document.

7.42 Installation of Equipment

Equipment shall be mounted for maximum accessibility and visibility.

Workmanship shall be of good quality and all cutting, drilling, welding, etc, shall be neatly done. Each completed installation, including supports, brackets and wiring shall present a clean, compact appearance.

All fixing hardware for field mounted equipment shall be finished off free from jagged edges.

8. Test, strip, assess and quote

8.1 The contractor will be notified to collect the radio terminals, Microwave radio equipment and Tetra equipment from the workshop at Electronics services (see clause 8.7), to the contractor's workshop where the equipment will be tested, stripped and assessed. The contractor will strip the relevant equipment, perform electrical/electronic tests, visually inspect for faults and assess the condition of each component (see clause 8.8 & 9.2).

8.2 The contractor must compile and submit an assessment report/quotation to the Deputy Director: Electronic systems management who will have the final say in whether repair/replacement work must continue or not. The assessment report/quotation to the Deputy Director: Electronic systems management must be submitted within the strip and assess duration period as indicated by the successful tenderer in the Duration Schedule of this tender.

8.3 The assessment report/quotation shall detail the cause of failure and the work required to bring the radio terminals, Microwave radio equipment and Tetra equipment into proper and safe operation and shall include recommended options regarding

- parts that require repair or replacement or
- scrapping of equipment
- Name of repair workshop
- Repair work Job number
- Date of repair

8.4 The radio terminals, Microwave radio equipment and Tetra equipment must only be repaired/replaced after an official order number has been received from the CoT.

- 8.5** When the radio terminals, Microwave radio equipment and Tetra equipment cannot be repaired or when it is too costly compared with new prices to be repaired the equipment must be completely assembled again, without the omission of any parts, clearly marked on a tag the workshop name and job number and together with the assessment report delivered back to the workshop at the Electronics Services. A separate assemble price is provided for in the price schedule.
- 8.6** All the repair/replacement work on the Tetra equipment must be done in accordance with the applicable ETSI standards (refer to applicable standards item 6).

(Note: All standards are subject to revision and since any reference to a standard is deemed to be a reference to the latest edition of that standard, contractors to agreements based on standards are encouraged to take steps to ensure the use of the most recent editions of the standards referred to).

- 8.7** The test, strip and assess cost shall include transportation costs from the workshop at Electronics Services and the transportation back to the workshop at Electronics Services after repairs.
- 8.8** The tendered price for repairs must include all possible items as mentioned in clause 8.3 but the final invoice price will be determined by the actual parts which have been replaced.

9. Time required for the work

9.1 The time to do the Strip, Quote and repair is required for evaluation and contract management purposes.

9.2 The attached duration schedule shall be completed for that purpose.

10. Guarantee and defects

- 10.1** The Contractor shall guarantee the satisfactory operation of the complete repair work and accept liability for the manufacture's defects that may appear in design, materials and workmanship.
- 10.2** Any fault occurring within the guarantee period during installation or commissioning process of this contract shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Deputy Director: Electronic systems management at the cost of the Contractor.

10.3 Safety

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

10.4 Property of the CoT

The equipment in the workshop of the contractor must clearly be marked by the contractor as the "Property of the City of Tshwane". The equipment must

immediately be returned to the Electronics Services workshop in the case of liquidation or for whatever other reason the workshop of the contractor is closed.

Item 1: Duration schedule for radio terminals

ITEM NO	DESCRIPTION	Strip & assess duration	Repair duration	Commission & Testing duration
1	Desktop Base Radio			
2	Mobile Radio			
3	Portable Radio			

Item 2: Duration schedule for microwave equipment

ITEM NO	DESCRIPTION	Strip & assess duration	Repair duration	Commission & Testing duration
1	Microwave Indoor Unit			
2	Microwave Outdoor Unit			

Item 3: Duration schedule for Tetra equipment

ITEM NO	DESCRIPTION	Strip & assess duration	Repair duration	Commission & Testing duration
1	Tetra unit Power Supply			
2	Fallback Site Controller			
3	SYNC Unit			
4	TBS Transceiver			
5	RX/TX Combiner			
6	RX multi Coupler TX/RX Duplexer			
7	TNX Switch			

11. REQUIRED SPARE PART LIST ON AS AND WHEN REQUIRED BASIS

N.B Bidders must take note that this pricing schedule is for estimated quantities, as and when required.

11.1 PRICING SCHEDULE (SUPPLY, DELIVERY AND INSTALLATION)

Table A1: Radio Terminals

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	Desktop Base Radio	each	40		
2	Mobile Radio	each	300		
3	Antenna (Handheld Radio Portable)	each	700		
4	Antenna (Mobile Vehicle Radio)	each	350		
5	Antenna (Desktop Magnet Base)	each	50		
6	Battery (Handheld Portable Radio)	each	800		
7	Desktop Charger for Portable Radio	each	400		
8	Vehicle Charger for Portable Radio	each	400		
9	Microphone/Speaker	each	500		
10	Handheld Portable Radio	each	700		
11	Handheld radio Leather protective pouch	each	700		
12	Ear piece (for motor bikers)	each	150		
13	Radio Programming Software	each	1		
14	Training of COT personnel (for programming Radio Terminals) course	Per person	5 people		

Subtotal (excl VAT)	
VAT (15%)	
Subtotal (Incl VAT)	

Table A2: Microwave Radio Equipment

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	Microwave Radio Indoor Unit	each	30		
2	Microwave Radio Outdoor Unit	each	40		
3	Microwave Radio Antenna (30cm or 60cm)	each	40		
4	Coaxial RF Cable (LMR 400)	per meter	500 meters		
5	Coaxial RF Cable (RG 58)	per meter	200 meters		
6	Coaxial RF Cable (1/2")	per meter	500 meters		
7	Coaxial RF Cable (7/8")	per meter	200 meters		
8	BNC Male Connector for (RG 58)	each	100		
9	N-Type Male Connector for (LMR 400)	each	100		
10	N-Type Male Connector for (RG 58)	each	100		
11	N-Type Male Connector	each	100		

	for (1/2")				
12	N-Type Male Connector for (7/8")	each	100		
13	Fiberglass collinear antenna	each	40		
14	AC to DC Power Supply 48V _{DC}	each	50		
15	Training of COT personnel (Microwave Radio Equipment Config) course	per person	5 people		
Subtotal (excl VAT)					
VAT (15%)					
Subtotal (Incl VAT)					

Table A3: Tetra Peripheral Equipment

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	TMO-100 (Tetra Modem)	each	10		
2	Tetra Cell Enhancer	each	5		
3	Master Land Mobile Radio Modulation Analyzer (Tetra Test Equipment)	each	2		
4	55"Commercial LED Display Monitor	each	20		
5	65"Commercial LED Display Monitor	each	20		
6	IP Network Switch (16 Port)	each	30		
Subtotal (excl VAT)					
VAT (15%)					
Subtotal (Incl VAT)					

Table A4: Software

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	Radio Locating Software	each	1		
2	Line Dispatcher Software	each	1		
3	Base Station Monitoring Software	each	1		
4	NMS Software	each	1		
5	Voice & Data Logging Software	each	1		
Subtotal (excl VAT)					
VAT (15%)					
Subtotal (Incl VAT)					

Table A5: Backup Power

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	10KVA UPS	each	20		
2	12 KVA Backup Generator	each	15		
Subtotal (excl VAT)					
VAT (15%)					
Subtotal (Incl VAT)					

Table A6: Tetra Equipment

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	Tetra unit Power Supply	each	30		
2	Fallback Site Controller	each	10		
3	SYNC Unit	each	30		
4	TBS Transceiver	each	40		
5	RX/TX Combiner	each	15		
6	RX multi Coupler TX/RX Duplexer	each	15		
7	TNX Switch	each	2		
8	Tetra System(Training of personnel) course	per person	5 people		
Subtotal (excl VAT)					
VAT (15%)					
Subtotal (Incl VAT)					

Table A7: Tetra High Site Civil Works

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	Vandal Resistant Steel Container grade A	each	15		
2	Vandal Resistant Steel Container grade B	each	15		
3	Cable tray- welded wire mesh	per meter	100 meters		
4	Cable tray – perforated metal	per meter	100 meters		

5	Lattice Mast	per meter	100 meters		
6	Concrete Slab	per m ²	1200 m ²		
7	Earthing	per meter	100 meters		
Subtotal (excl VAT)					
VAT (15%)					
Subtotal (Incl VAT)					

11.2 PRICING SCHEDULE (REPAIRS)

N.B Bidders must note that they will have to submit a quote first and the City must give an approval before they can continue with repairs.

N.B The bidder must take note that if repair work is not done, a quotation for the cost price (a) and (b) must be submitted.

Table B1: Radio Terminals

ITEM NO	DESCRIPTION	Price to test, strip, assess and submit report	Assembly cost if repair work is not done	OEM Parts (To replace the broken parts)	Replacement parts	Removal of Tetra Equipment and installation	Total each (excl VAT)
		(a)	(b)		Labour (c)	Labour (d)	(a)+(c)+(d)
1	Desktop Base Radio						
2	Mobile Radio						
3	Portable Radio						
Subtotal (excl VAT)							
VAT (15%)							
Subtotal (Incl VAT)							

Table B2: Microwave Radio Equipment

ITEM NO	DESCRIPTION	Price to test, strip, assess and submit report	Assembly cost if repair work is not done	OEM Parts (To replace the broken parts)	Replacement parts (excl VAT)	Removal of Microwave Equipment and installation	Total each (excl VAT)
		(a)	(b)		Labour (c)	Labour (d)	(a)+(c)+(d)
1	Microwave Radio Indoor Unit						
2	Microwave Radio Outdoor Unit						
Subtotal (excl VAT)							
VAT (15%)							
Subtotal (Incl VAT)							

Table B3: Tetra Peripheral Equipment

ITEM NO	DESCRIPTION	Price to test, strip, assess and submit report	Assembly cost if repair work is not done	OEM Parts (To replace the broken parts)	Replacement parts (excl VAT)	Total each (excl VAT)
		(a)	(b)		Labour (c)	(a)+(c)
1	55"Commercial LED Display Monitor					
2	65"Commercial LED Display Monitor					
Subtotal (excl VAT)						
VAT (15%)						
Subtotal (Incl VAT)						

Table B4: Tetra Equipment

ITEM NO	DESCRIPTION	Price to test, strip, assess and submit report (a)	Assembly cost if repair work is not done (b)	OEM Parts (To replace the broken parts)	Replacement parts (excl VAT)	Removal of Tetra Equipment and installation	Total each (excl VAT)
					Labour (c)	Labour (d)	(a)+(c)+(d)
1	Base Station						
1.1	Tetra unit Power Supply						
1.2	Fallback Site Controller						
1.3	SYNC Unit						
1.4	TBS Transceiver						
1.5	RX/TX Combiner						
1.6	RX multi Coupler TX/RX Duplexer						
2	TNX Switch						
2.1	Tetra Switch High End Processor Blade						
2.2	Tetra Switch High End IP Switch Fabric						
Subtotal (excl VAT)							
VAT (15%)							
Subtotal (Incl VAT)							

11.3 PRICING SCHEDULE (MAINTENANCE)

N.B Bidders will be requested to do maintenance as and when required

Table C1: Online Support

ITEM NO	DESCRIPTION	Rate	Worked hours	RATE PRICE EXCL VAT	RATE PRICE INCL VAT	TOTAL PRICE INCL VAT
1	Online or Over the phone Support Service from 3 rd level help desk facility	Per hour				
Subtotal (excl VAT)						
VAT (15%)						
Subtotal (Incl VAT)						

Table C2: Onsite Support (Tetra high sites)

ITEM NO	DESCRIPTION	UNIT	QTY (Estimated)	Rates (excl VAT)	Rates (Including VAT)
1	WORK SCHEDULE				
1.1	Planned routine & preventative maintenance of tetra equipment	monthly	36		
1.2	10KVA UPS	monthly	36		
1.3	12 KVA Backup Generator	monthly	36		
1.4	Vandal Resistant Steel Container	monthly	36		
1.5	Lattice Mast	monthly	36		
1.6	Equipment Room	monthly	36		
ITEM NO	DESCRIPTION	Rate	Worked hours	RATE PRICE EXCL VAT	RATE PRICE INCL VAT
1.7	PERSONNEL				
1.7.1	Project Manager	Per hour			

1.7.2	Engineer	Per hour			
1.7.3	Technician	Per hour			
1.7.4	Artisan	Per hour			

N.B The supply, maintenance and repairs of 12 KVA back-up generator will apply only for this tender as there is an existing tender for the supply, maintenance and repairs of back-up generators within the City of Tshwane.

11.4 PRICING SCHEDULE (UPGRADE)

N.B Bidders will be requested to do software upgrade as and when required.

Table D: Software Upgrade

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	Radio Locating Software	each	Once off		
2	Line Dispatcher Software	each	Once off		
3	Base Station Monitoring Software	each	Once off		
4	NMS Software	each	Once off		
5	Voice & Data Logging Software	each	Once off		
6	Radio Programming Software	each	Once off		
Subtotal (excl VAT)					
VAT (15%)					
Subtotal (Incl VAT)					

12. DELIVERABLES

The successful bidder must submit a comprehensive project schedule that clearly indicates the deliverable milestones, costs, time frames, delivery dates and progress reports.

13. STAGES OF EVALUATION

The bid will be evaluated in five stages.

Stage 1: Administrative compliance.

Stage 2: Local Content and Production

Stage 3: Mandatory/Technical Evaluation

Stage 4: Functionality Criteria

Stage 5: Preference Point System

13.1 ADMINISTRATIVE COMPLIANCE

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

13.2 LOCAL CONTENT AND PRODUCTION

Equipment	Components and manufacturing processes against which the overall local content must be discharged	
	Components and manufacturing processes	% local content (percentage)
Radio terminal	Handheld Portable Radio	60%
	Desktop Base Radio	60%
	Mobile Radio	60%
Radio Accessories	Antenna	100%
	Battery	50%
	Charger	70%
	Speaker	50%
	Microphone	60%
High Site	Steel container	100%
	Standby generator	100%
	Uninterrupted Power Supply	100%

	Mast type 30-45 meter tubular construction type SSX Tapered	100%
	RF Cables	90%
	RF Connectors	25%
	Power Supply	75%
	IP Ethernet Switch	60%
	Cabinet Microwave	100%
Microwave Radio	Indoor Unit	60%
	Outdoor Unit	60%
	Antenna	60%

13.3 MANDATORY REQUIREMENTS/TECHNICAL EVALUATION

Failure to submit the mandatory requirements will disqualify bidders.

ITEM	MANDATORY
ICASA	Tenderer must submit their certified copy of (ICASA) Radio Dealer Certificate
ETSI	Tenderers must submit a copy Interoperability (IOP) certification issued by ETSI TETRA Association to prove interoperability.
OEM	It is mandatory that the bidders have proof in writing that they have the support of the Original Equipment Manufacturer (OEM) of the TETRA equipment infrastructure. This only applies if the bidder is not the Original Equipment Manufacturer

13.4 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

NO	CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
1	NUMBER OF PROJECTS Total number of projects that the bidder has supplied, delivered and maintained the TETRA radio equipment in the past 5 years (It is compulsory to attach completion letter with company's letter head and contactable references from clients with signature/s)	Only bidders with a minimum of 1 project will be considered for further evaluation in all other criteria. The bidder's completion certificate of the project done must indicate the total value of the contract with the client and duration of the project)			
		Number of Projects (1-2)	2	5	30
		Number of Projects (3-4)	4		
		Number of Projects (5 or more)	6		
2	FINANCIAL CAPABILITY Evaluate the bidder's financial capability verified through the financial declaration and supporting documents (3 year financial statements credit facility from financial institution AND a bank rating letter – not older than three (3) months)	Each bidder must score at least 10 points for this criteria. Failure to score 10 points for this criteria will lead to disqualification			
		Access to finance above 2 million	2	5	25
		Access to finance above 5 million	3		
		Access to finance above 10 million	4		
		Access to finance above 20 million	5		
3	KEY PERSONNEL EXPERIENCE The bidder must have personnel with Electrical/ Electronic Engineering OR Computer Science qualifications and project management skills.	The bidder must have in his employee, personnel with the minimum qualifications of N. Dip OR NQF level 6 equivalent in Electrical/ Electronic Engineering OR Computer Science			
		Work experience Number of years (0 to 2 years)	4	5	30
		Work experience Number of years (2 to 5 years)	5		

		Work experience Number of years (over 5 years)	6		
4	LOCAL ECONOMIC PARTICIPATION (Location of business)	It is compulsory to attach a copy of rates and taxes in the name of business or a copy of lease agreement with registered property lease administrators / owners			
		Outside Gauteng	1		
		Within Gauteng	2		
		Within City of Tshwane	3	5	15
	HIGHEST POSSIBLE SCORE				100

13.5 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).

14. TYPE OF AGREEMENT REQUIRED

The leading department should indicate whether there will be a Service Level Agreement or Memorandum of Understanding/Agreement to be completed after the appointment.

15. VALIDITY PERIOD

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

16. 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 on the basis of 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.

17. DRAFT SERVICE LEVEL AGREEMENTS

Attached.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	EED 02-2022.23	CLOSING DATE:	25 July 2022	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE SUPPLY, SUPPORT, UPGRADING, SERVICE AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE YEARS OR NEAREST DATE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
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			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Mokoena P Thaba
CONTACT PERSON	Mulondi Nemaembeni	TELEPHONE NUMBER	012 358 5730
TELEPHONE NUMBER	012 358 6636	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	mokoena@tshwane.gov.za
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	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
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 st Adjustment	After 12 calendar months
2 nd 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 state¹.
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, shareholder²)
 - 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.

¹ 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.

² 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
Total points for Price and B-BBEE must not exceed	100

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 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 SUPPLY,
SUPPORT, UPGRADING, SERVICE
AND MAINTENANCE OF A DIGITAL
TRUNKED RADIO COMMUNICATION
SYSTEM FOR THE PERIOD OF
THREE YEARS OR NEAREST DATE**

Equipment	Components and manufacturing processes against which the overall local content must be discharged	
	Components and manufacturing processes	Local Content %
Radio terminal	Handheld Portable Radio	60%
	Desktop Base Radio	60%
	Mobile Radio	60%
Radio Accessories	Antenna	100%
	Battery	25%
	Charger	70%
	Speaker	50%
	Microphone	60%
High Site	Steel container	100%
	Standby generator	100%
	Uninterrupted Power Supply	100%
	Mast type 30-45 meter tubular construction type SSX Tapered	100%
	RF Cables	90%
	RF Connectors	25%
	Power Supply	75%

	IP Ethernet Switch	60%
	Cabinet Microwave	100%
Microwave Radio	Indoor Unit	60%
	Outdoor Unit	60%
	Antenna	60%

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

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 02-2022.23

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. 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))	Tender No.	EED 02-2022.23		
(C2))	Tender description:	TENDER FOR THE SUPPLY, SUPPORT, UPGRADING, SERVICE AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE YEARS OR NEAREST DATE		
(C3))	Designated product (s):			
(C4))	Tender Authority:			
(C5))	Tendering Entity name:			
(C6))	Tender Exchange Rate:	Pula	EU	GBP
(C7))	Specified local content %			

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)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	Radio Terminal						
1.1	Handheld Portable Radio						
1.2	Desktop Base Radio						
1.3	Mobile Radio						
2	Radio Accessories						
2.1	Antenna						
2.2	Battery						
2.3	Charger						
2.4	Speaker						
2.5	Microphone						
3.	High Site						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

3.1	Steel container						
3.2	Standby generator						
3.3	Uninterrupted Power Supply						
3.4	Mast type 30-45 meter tubular construction type SSX Tapered						
3.5	RF Cables						
3.6	RF Connectors						
3.7	Power Supply						
3.8	IP Ethernet Switch						
3.9	Cabinet Microwave						
4.	Microwave Radio						
4.1	Indoor Unit						
4.2	Outdoor Unit						
4.3	Antenna						

Signature of tenderer from Annex B

Date: _____

(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

(C20) Total tender value	R 0
---------------------------------	------------

Signature of tenderer from Annex B

R 0

(C22) Total Tender value net of exempt imported content

R 0

(C23) Total Imported content

(C24) Total local content

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	EED 02-2022.23				NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS	
(D2)	Tender description:	TENDER FOR THE SUPPLY, SUPPORT, UPGRADING, SERVICE AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE YEARS OR NEAREST DATE					
(D3)	Designated Products:						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	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)

				(D32) Total imported value by tenderer						R 0	
C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
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)
(D45) Total imported value by 3rd party										R 0	
D. Other foreign currency payments				Calculation of foreign currency payments					Summary of payments		
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)	Tender No.	EED 02-2022.23	NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS
(E2)	Tender description:	TENDER FOR THE SUPPLY, SUPPORT, UPGRADING, SERVICE AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE YEARS OR NEAREST DATE	
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

[illegible]

(E9) Total local products (Goods, Services and Works)		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 02-2022.23** 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 ATON.....

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 02-2022.23** 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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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 bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **EED 02-2022.23**

TENDER FOR THE SUPPLY, SUPPORT, UPGRADING, SERVICE AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE YEARS OR NEAREST DATE

(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 consortium³ will not be construed as collusive bidding.

³ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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.

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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 www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.

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

11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services, services	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"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	<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"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise 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.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	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"> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	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>
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act 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**”)

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RECORDAL:

WHEREAS the City requires to appoint a panel of service providers to perform installation, inspection, quality control, validation, as well as maintenance tasks of electricity meters 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 has 32 tetra high sites that need to be maintained,serviced and repaired.New sites will also be established during 3 years of this tender.Normal working hours will be from 08:00 to 16:00. The City of Tshwane has deployed a digital trunked radio communication mission critical radio network which is used to provide two-way radio communication services, to dispatch jobs and communicate with workers in the field. The Tetra system is being constantly improved to provide City wide radio coverage for operational effectiveness of the departments.

The existing City of Tshwane digital trunked radio communication system is based on the TETRA (Terrestrial Trunked Radio) standard. The system supports full range of voice and data services and applications specified by the ETSI standards. The system is IP (Internet Protocol) based and a secure Virtual Private Network (VPN) method is used to access the City of Tshwane's Network Management System (NMS) over the internet from a remote location anywhere in the World.

The current Tetra network uses point to point backhaul of Microwave links and optical fibre network to link different high sites and Main Control Centre (MCC).

The clauses in this section refer to the various items to be tendered for in the Table of Rates and Tariffs.

LOCATION OF WORK

High sites to be confirmed upon appointment and includes all high sites 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 LIVE YARDS

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 Contract Price. 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 monthly 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.

MAINTENANCE AND SUPPORT

There are no essential and critical elements of Maintenance and Support to be provided by the Service Provider to the City.

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 have given 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 3rd 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 7th (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