



**CLUSTER**

**OFFICE OF THE CITY MANAGER**

**UNIT**

**INFORMATION MANAGEMENT UNIT**

**DEPARTMENT**

**Networks and Telecommunications and Electronics  
Department**

**PROCUREMENT DOCUMENT**  
**GOODS / SERVICES**

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

**Tender No: 1i-33082**

**Title: Supply, Install and Maintain Public Wi-Fi Solution over 36 Months**

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** **A Compulsory Clarification Meeting will be held [4th Floor Rennies House on] on [28 August 2025] at [13:00AM].**

**Queries can be addressed to:** All questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website by the 18th September 2025 for the benefit of all tenderers.

**General / Contractual:** **Senzo Ngesi; Tel: 031 322 8243; eMail: [Senzo.Ngesi@durban.gov.za](mailto:Senzo.Ngesi@durban.gov.za); Lindo Dlamini; Tel: 031 322 7133; eMail: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)**

**Technical:** **Sithembiso Njeke; Tel: 031 322 9602; eMail: [sithembiso.njeke@durban.gov.za](mailto:sithembiso.njeke@durban.gov.za)**

**DELIVERY OF TENDERS**

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

**Closing Date: Friday, 26 September 2025**

**Time: 11:00am**

**FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Head: Networks and Telecommunications and Electronics Department**

**Issued: August 2025**

**Document Version: 24/02/2023**

**NAME OF TENDERER:** .....

**Tender Price: R** .....

**VAT Registered: YES / NO**  
(circle applicable)

## **PROCUREMENT DOCUMENT (Goods / Services)**

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**SECTION 1: GENERAL INFORMATION**

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<b>YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY</b>
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TENDER No.: 1i-33082

DESCRIPTION: **Supply, Install and Maintain Public Wi-Fi Solution over 36 Months**

CLOSING DATE / TIME: Friday, 26 September 2025 at 11:00am

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

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

Electronically downloaded documentation should be printed by the tenderer.

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

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

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

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

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

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

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

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

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

Name of Tenderer: .....

Postal Address: .....

Street Address: .....

E-Mail Address: .....

Telephone Number:


-


-


Cell phone Number:

Facsimile Number:

**Circle Applicable**

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

YES / NO

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

**PR** .....

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

YES / NO

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

**MAAA** .....

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

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

.....

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

YES / NO

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

YES / NO

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

YES / NO

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

YES / NO

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

YES / NO

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

YES / NO

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

YES / NO

Signature of Tenderer: .....

Date: .....

Name / Surname: ..... (in block capitals)

Capacity under which  
this tender is signed:

.....

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

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### **SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

## STANDARD CONDITIONS OF TENDER (Goods / Services)

### (5) **Closing Date and Delivery of Tender Submissions**

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

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

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

### (6) **Tender Validity and Withdrawal of Tenders**

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

### 4. **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

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

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

### (5) **Municipal Bidding Documents** (which includes):

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

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

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

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

**(b) Signing of Official Tender Form**

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

**(c) Authority of Signatory**

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

**(d) Differences or Discrepancies**

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

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

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

**6. SAMPLES**

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

**7. MANUFACTURERS**

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

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

**8. CLARIFICATION**

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

**9. PRICING**

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

**(1) Nett Prices**

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

**(2) Unit Prices**

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

**(3) Firm Tenders**

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

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

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

**10. ESTIMATED QUANTITIES**

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

**11. DELIVERY, RISK, PACKAGES, ETC**

- (1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
- (2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the *SCT*.
- (3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
- (4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

**12. RATES OF EXCHANGE**

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

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

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

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

**13. IMPORT PERMITS**

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

**14. EVALUATION PROCESS**

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

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

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

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

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points ( $T_{EV}$ ) in accordance with the following formula:  

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

**(1) Evaluation points awarded for the financial offer:**

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

**INCOME-GENERATING CONTRACTS**

The financial offer will be scored using the formula:

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

**GOODS and SERVICES**

The financial offer will be scored using the formula:

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

Where the value of W is:

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

(b) **P<sub>max</sub>** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P<sub>min</sub>** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **P<sub>t</sub>** is the comparative offer of the *tender* offer under consideration.

**(2) Evaluation points awarded for preference:**

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



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

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

**(2) Communication, Councillors and Officials**

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

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

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

**16. NEGOTIATIONS WITH PREFERRED BIDDERS**

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

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

**17. CANCELLATION OF TENDER PROCESS**

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

**18. ACCEPTANCE OF BID**

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

**19. PAYMENT and FACTORING**

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

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

**20. APPEALS**

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

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

## **SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

### **3.1 SPECIAL CONDITIONS OF TENDER (SCT)**

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

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

#### **SCT 3(1) TENDER INFORMATION: General**

The tender document comprises of a cover page and 68 pages.

#### **SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation**

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

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

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

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

General and Contractual Queries are to be directed to:

**Senzo Ngesi; Tel: 031 322 8243; eMail: [Senzo.Ngesi@durban.gov.za](mailto:Senzo.Ngesi@durban.gov.za); Lindo Dlamini; Tel: 031 322 7133; eMail: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)**

Technical Queries are to be directed to:

**Sithembiso Njeke; Tel: 031 322 9602; eMail: [sithembiso.njeke@durban.gov.za](mailto:sithembiso.njeke@durban.gov.za)**

#### **SCT 3(4) TENDER INFORMATION: Briefing Session**

**A Compulsory Clarification Meeting will be held [4th Floor Rennies House on] on [28 August 2025] at [13:00AM].**

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

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 26 September 2025 at 11:00am.**

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

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

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

#### SCT 4(6) **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

The returnable schedules, forms, that must be submitted as part of the tender response are:

- Vendor proof of OEM Partner status
- Experience
- Certification: Network Engineer
- Project Manager

#### SCT 14 **EVALUATION PROCESS**

The evaluation process will follow a two-stage process:

- a) Mandatory Requirements
- b) Price, Preference Points System with Specific Goals

##### 14.1 Mandatory Requirements

**All mandatory requirements must be met; non-compliance will render the bid non-responsive.**

NO.	Requirement	YES	NO	Supplier Response if Yes
1.	<b>Vendor proof of OEM Partner Status</b> The tenderer has a <b>direct partnership</b> with the Original Equipment Manufacturer (OEM). A letter from the OEM confirming that the vendor (Bidder) is an authorized re-seller.			Please provide Proof Annex/Doc: _____ Page #: _____
2.	<b>Experience of the Tenderer</b> The tenderer must have relevant experience in similar projects, including Unlicensed <b>Wireless Links</b> and <b>Wi-Fi deployments</b> . They should have <b>directly managed projects</b> involving at least <b>10 geographically dispersed sites</b> and have a <b>minimum of three projects</b> in this field. <b>Submission Requirements:</b> <ul style="list-style-type: none"> <li>• A minimum of three (3) <b>reference letters</b> detailing relevant experience, including the number of sites managed.</li> <li>• A minimum of three (3) <b>appointment letters</b> related to these projects.</li> </ul>			Please provide Proof Annex/Doc: _____ Page #: _____
3.	<b>Certification: Network Engineer</b> To enhance support for the existing infrastructure with qualified Network Engineer. <b>The following minimum requirements must be met:</b> <ul style="list-style-type: none"> <li>• Cisco Certified Network Associate (<b>CCNA</b>) or Huawei Certified ICT Associate - Wireless (<b>HCIA</b>)</li> <li>• Certifications Covering <b>PTP/PTMP</b></li> <li>• Submit a <b>CV</b> for the Network Engineer with a minimum of <b>3 years</b> of experience in wireless networks.</li> </ul>			Please provide Proof Annex/Doc: _____ Page #: _____
4.	<b>Project Manager</b> <ul style="list-style-type: none"> <li>• Submit a <b>CV</b> for the Project Manager with at least <b>3 years of experience</b> in IT projects.</li> <li>• The Project Manager must hold a minimum certification of</li> </ul>			Please provide Proof Annex/Doc: _____ Page #: _____

	either <b>PMP</b> (Project Management Professional) or <b>PRINCE2</b> .			
5.	<b>All items in the schedule of rates must be priced.</b>			SECTION 8: Schedule of Rates

## 14.2 Price and Preference

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

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

## 14.3 Preference Point System and Specific Goals

**The definitions as per the SCM Policy are applicable.**

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

### **RDP Goal: The promotion of South African owned enterprises**

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

Goal Weighting 100%		
<b>Location</b>	<b>80/20</b>	
Not in South Africa	0	
South Africa	8	
KZN	14	
ETM	20	
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> <li>• CSD report</li> <li>• B-BBEE Certificate of the tendering entity.</li> <li>• Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust.</li> </ul>		

### **3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)**

#### **ACT 1 ELIGIBILITY – CSD REGISTRATION**

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

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

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

#### **ACT 2 EXCHANGE RATE**

Where the goods are imported, the Service Provider shall quote prices in Rand/Dollar terms as at 12:00 at noon, 7 days before the close of tender in the schedule of rates. The prevailing Rand/Dollar exchange rate on the 7 the day before the close of tender must come from a reliable source which can either be a Central Bank or Commercial Bank. Proof of the exchange rate must be submitted together with the bid.

#### **ACT 3 PRICING**

All tendered prices for supply and installation shall be respectively inclusive of delivery and commissioning costs. The bidder must price ALL items in the schedule of rates. Any tenderer that does not meet any of the mandatory requirements will not be considered for further evaluation.

**SECTION 4: RETURNABLE TENDER DOCUMENTS**

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

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

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

**1) AUTHORITY OF SIGNATORY**

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

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

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

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

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

to sign all documents in connection with the tender for Contract No. [1i-33082](#) and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Notes**

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

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.





**2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

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

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

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

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

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

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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

**3) DECLARATION OF MUNICIPAL FEES**

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

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

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

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

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

.....

\_\_\_\_\_

.....

---

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

---

**Definitions**

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

**Declaration by Tenderer**

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

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

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

MSCM Regulations: “in the service of the state” means to be:

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

.....

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

If yes, furnish particulars:

.....

.....

Circle Applicable

YES

NO

YES

NO

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

YES

NO

If yes, furnish particulars:

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

.....

3.14 Do you or any of the directors, trustees, managers, 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

If yes, furnish particulars:

.....

.....

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

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

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

NAME (Block Capitals):

.....

Date

.....

SIGNATURE:

.....

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

**1.0 GENERAL CONDITIONS**

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

**2.0 DEFINITIONS**

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

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

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

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

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

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

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



**TABLE 1:** Specific Goals for the tender and points claimed are indicated per the table below.**Tenderers are to indicate their points claim for each of the Specific Goals.**

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

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

I acknowledge that:

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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

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

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

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

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

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

- 4.1.1 If YES, provide particulars.

.....

.....

- 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](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

- 4.2.1 If YES, provide particulars.

.....

.....

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

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

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

YES

NO

4.4.1 If YES, provide particulars.

.....  
 .....

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

YES

NO

4.5.1 If YES, provide particulars.

.....  
 .....

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals):

Date

SIGNATURE:

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## **SECTION 5: CONDITIONS OF CONTRACT**

### **GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)**

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

### **THE NATIONAL TREASURY**

**Republic of South Africa**



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### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

July 2010

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**1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

**2. Application**

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

**3. General**

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

**4. Standards**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

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

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

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

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

**9. Packing**

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, **including additional services**, if any:

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

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

**16. Payment**

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

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

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

16.4 Payment will be made in Rand **unless otherwise stipulated**.

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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

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

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

**27. Settlement of Disputes**

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

**28. Limitation of Liability**

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

**32. Taxes and duties**

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

**33. Transfer of Contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

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



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## **SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT**

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

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

### SCC 1.2 **CONTRACT**

This is a 36-month contract.

### SCC 10.1 **DELIVERY AND DOCUMENTS**

In the event of any purchased goods requiring shipment, the contractor will be responsible for any shipping obligations including any associated payment. Equipment delivery shall be at the location stipulated in the order.

### SCC 11.1 **INSURANCE**

All purchased goods damaged or stolen in the hands of the contractor shall be the responsibility of the contractor.

### SCC 15.2 **WARRANTY**

The successful Service Provider shall be required to provide a replacement device for any faulty device under warranty. The warranty period shall be as stipulated by the equipment manufacturer but not less than 24 months.

The Service Provider must replace a device within the same estimated time of arrival (ETA) as specified in the agreed project plan. This plan will be finalized between the Service Provider and the Employer after each order is placed, following the receipt of a faulty device.

### SCC 16.1 **PAYMENT**

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

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

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

### SCC 17 **PRICES**

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

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

### **Supplying:**

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

### **Maintenance and Support:**

### **PRIORITY LEVEL DEFINITIONS AND RESPONSE TIME GOALS**

Priority Level	Description	Response Time	Updates	Resolution Time
P1	Critical impact: entire system down or significant operational disruption	30 Minutes	Every 30 Minutes	1 Hour
P2	Severe degradation: significant negative impact on business operations	1 Hour	Every Hour	4 Hours
P3	Moderate impact: services affected but operations remain functional	2 Hours	Every 2 Hours	1 Business Day
P4	Minor impact: informational request or change required	1 Business Day	Every Working Day	3 Business Day

## SCC 22.1 **PENALTIES**

A penalty of 10% of the order value for each month delivery is delayed will be subtracted to the monthly invoice (**Supplying**).

In addition, a penalty ranging between 2% and 8% will apply for failure to comply with the performance standards set out in the schedule below (**Maintenance and Support**).

Level of Incident	Required response time	Penalties
P1	Every 30 minutes	8%
P2	Every 1 hour	6%
P3	Every 2 hours	4%
P4	Every working day	2%

## **ADDITIONAL CONDITIONS OF CONTRACT**

### **ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

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

### **ACC2 QUALITY OF PRODUCTS**

No inferior products will be accepted under this enquiry.

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

### **ACC3 SATISFACTORY PERFORMANCE**

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

### **ACC4 OCCUPATIONAL INJURIES AND DISEASES ACT**

This act replaces the Workmen's Compensation Act:

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

### **ACC5 DAMAGE TO PERSONS AND PROPERTY**

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



**ACC6      RATE OF EXCHANGE VARIATION**

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

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

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

**ACC7      ESTIMATED QUANTITIES**

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

**ACC8      SERVICE PROVIDER OFFICE REQUIREMENTS**

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

- The Helpdesk must operate (24/7/365) for the duration of the contract during office and after hours

**ACC9      TRAINING OF COUNCIL RESOURCES**

The successful tenderer shall be expected to train technical staff in the form of skills transfer. training shall incorporate techniques of installation, equipment configurations, maintenance, and fault-finding techniques

**ACC10      EMPOWERMENT REQUIREMENT****Option 1**

EThekweni municipality has, in the SCM policy, made accommodation for subcontracting to designated groups, where possible, which are defined as follows:

- (1) Subcontracting entity which is at least 51% owned by black people;

It is a condition of contract that a minimum of 30% of the work must be sub-contracted

**ACC11      EMPOWERMENT REQUIREMENT: SUBCONTRACTING PENALTY**

Failure to meet the contract participation goal shall result in the application of penalties, at the

discretion of the Employer, payable in Rands, equal to one and a half times the difference between the tendered and achieved participation goals multiplied by the Award Value and divided by one hundred.

ACC12     **ICASA APPROVAL EQUIPMENT**

All supplied equipment shall, in conformity with clause 35 (1) of the Electronic Communications Act, bear the ICASA approval stamp/sticker or certificate.

ACC13     **WORKING AT HEIGHTS**

The contractor's resources who will be working at Heights must have a valid Working at Heights certification.

## **SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES**

### **7.1 Background**

eThekwini Municipality embarked on a project to provide free public Wi-Fi to residents and visitors across the city. The initiative was designed to improve digital access, promote smart city objectives, and bridge the digital divide. The project was structured in phases, starting with a pilot (proof of concept) during the 2016/2017 financial year, which successfully deployed 90 public Wi-Fi sites.

Following the pilot, full-scale rollout began in 2017/2018, with annual deployments planned to steadily increase coverage. Each site comprises multiple Access Points (hotspots) to ensure sufficient connectivity and coverage per location.

Each hotspot redirects users to the eThekwini Wi-Fi portal where they can register or log in via social media. Every user receives 1 GB per day.

#### **7.1.1 Deployment Summary (as of 2024/2025)**

<b>Financial Year</b>	<b>Total APs (Hotspots)</b>	<b>Total Sites</b>
2017/2018	109	90
2018/2019	212	64
2019/2020	348	127
2020/2021	257	54
2021/2022	261	86
2022/2023	202	56
2023/2024	115	40
2024/2025	44	15
<b>Total to Date</b>	<b>1,548</b>	<b>532</b>
<b>Target</b>		<b>750 Sites</b>

### **7.2 Scope of Supply/Services**

The eThekwini Municipality seeks to appoint a maximum of two service providers to assist with the rollout of free public Wi-Fi across 110 wards within the Metro. The rollout is planned over a 36-month period, targeting approximately 40 sites per financial year.

The primary objective of this project is to provide broadband Internet access and Wi-Fi coverage across the eThekwini Metro, including urban, township, and rural areas. This will be achieved by deploying a broadband network infrastructure at various public access locations, including but not limited to:

- Sizakala Centres
- Clinics
- Libraries
- Community Halls
- Parks
- Other government-owned facilities and public spaces

This initiative forms part of the municipality's efforts to bridge the digital divide in underserved communities that lack sufficient telecommunication infrastructure. The project aims to promote:

- Economic growth by enabling communities to access online services and digital opportunities.
- Social development through

The appointed service provider(s) will be responsible for the supply, installation, commissioning, and ongoing maintenance of the public Wi-Fi network. This includes, but is not limited to:

- Supply and configuration of Wi-Fi Access Points (APs).
- Provision of network switching equipment and cabling.
- Deployment of Access Controllers (ACs) and management platforms.
- Internet bandwidth provision and IP transit services.
- Maintenance and management of the captive portal, user authentication system, and usage analytics platform. Ongoing technical support, repairs, and replacement of faulty equipment.
- Monthly performance reporting, user statistics, and uptime tracking.

All equipment and technologies deployed must be compliant with industry standards, secure, scalable, and suitable for public access in both indoor and outdoor environments.

### 7.3 Specifications

This section outlines the minimum technical and functional requirements for delivering a secure, reliable, and scalable public Wi-Fi network across eThekweni. All solutions must meet industry standards, support consistent performance, and be suitable for use in urban, township, and rural areas.

#### 7.3.1 Indoor Access Points

##### AirEngine 8771-X1T Access Point

Parameters	AirEngine 8771-X1T
Dimensions (H x W x D)	50 mm x 220 mm x 220 mm
Power Input	DC: 43.2 V to 57.6 V PoE power supply: in compliance with 802.3bt (dual PoE inputs for hot backup)
Maximum Number of Users	≤ 1536 Note: The actual number of users varies according to the environment.
Operating Temperature	–10°C to +50°C
Antenna Type	Built-in dynamic-zoom smart antennas
MIMO:Spatial Streams	2.4 GHz: 4x4:4, 5 GHz: 4x4:4, 6 GHz/5 GHz: 4x4:4
Radio Protocols	802.11a/b/g/n/ac/ac Wave 2/ax/be
Maximum Rate	18.67 Gbps

##### AirEngine 6776-X6H & 6776-X6ETH Access Points

Parameters	AirEngine 6776-X6H	AirEngine 6776-X6ETH
Dimensions (H x W x D)	61 mm x 220 mm x 220 mm	61 mm x 220 mm x 220 mm
Power Input	DC: 43.2 V to 57.6 V Dual PoE inputs (5GE electrical port + 10GE optical port) for hot backup: in compliance with 802.3bt/at/af	DC: 43.2 V to 57.6 V Dual PoE inputs (5GE electrical port + 10GE optical port) for hot backup: in compliance with 802.3bt/at/af
Maximum Number of Users	1200 Note: The actual number of users varies according to the environment.	1800 Note: The actual number of users varies according to the environment.
Antenna Type	Built-in dynamic-zoom smart antennas	External antennas
MIMO:Spatial Streams	2.4 GHz: 4x4:4, 5 GHz: 4x4:4	2.4 GHz: 2x2:2, 5 GHz: 4x4:4, 6 GHz: 2x2:2 2.4 GHz: 4x4:4, 5 GHz: 4x4:4
Radio Protocols	802.11a/b/g/n/ac/ac Wave 2/ax/be	802.11a/b/g/n/ac/ac Wave 2/ax/be
Maximum Rate	7.14 Gbit/s	7.89 Gbit/s

##### AirEngine 5776-56T & 5776-57T Access Points

Parameters	AirEngine 5776-56T	AirEngine 5776-57T
Dimensions (Diameter x Height)	Φ 220 mm x 45 mm	Φ 220 mm x 45 mm
Power Input	DC: 43.2 V to 57.6 V PoE power supply: in compliance with 802.3at/af	DC: 12 V ± 10% PoE power supply: in compliance with 802.3at/af
Maximum Number of Users	1800 Note: The actual number of users varies according to the environment.	1800 Note: The actual number of users varies according to the environment.
Antenna Type	Built-in smart antennas	Built-in smart antennas
MIMO:Spatial Streams	2.4 GHz: 2x2:2, 5 GHz-L: 2x2:2, 5 GHz-H: 2x2:2	2.4 GHz: 2x2:2, 5 GHz: 2x2:2, 6 GHz: 2x2:2
Radio Protocols	802.11a/b/g/n/ac/ac Wave 2/ax/be	802.11a/b/g/n/ac/ac Wave 2/ax/be
Maximum Rate	5.01 Gbit/s	7.89 Gbit/s

### 7.3.2 Outdoor Access Points

Parameters	AirEngine 8760R-X1	AirEngine 8760R-X1E
Dimensions (Diameter x Height)	Φ165 mm x 387 mm	
Power Input	PoE power supply: in compliance with IEEE 802.3bt	
Maximum Number of Users	≤ 1024 Note: The actual number of users varies according to the environment	≤ 1024 (dual-radio) ≤ 1152 (triple-radio) Note: The actual number of users varies according to the environment
Port	1 x 10 GE electrical, 1 x GE electrical, and 1 x 10 GE SFP+	
Built-in Bluetooth	BLE 5.2	
Antenna Type	Built-in Smart Antennas	External antennas
MIMO: Spatial Streams	2.4GHz(8x8:4)+5GHz(8x8:8) 2.4GHz(4x4:4)+5GHz(12x12:8)	2.4GHz(8x8:4)+5GHz(8x8:8) 2.4GHz(8x8:4)+5GHz(4x4:4)+5GHz(4x4:4)
Radio Protocols	802.11a/b/g/n/ac/ac Wave 2/ax	
Maximum Rate	10.75 Gbit/s	

### AirEngine 6776I-X6TH & 6776I-X7TH & 6776I-X6ETH Access Points

Parameters	AirEngine 6776I-X6TH	AirEngine 6776I-X7TH	AirEngine 6776I-X6ETH
Dimensions (H x W x D)	85 mm x 280 mm x 220 mm	100 mm x 280 mm x 220 mm	85 mm x 280 mm x 220 mm
Power Input	PoE power supply: in compliance with 802.3bt/at (dual PoE inputs for hot backup)	PoE power supply: in compliance with 802.3bt/at (dual PoE inputs for hot backup)	DC: 18 V to 60 V PoE power supply: in compliance with 802.3bt/at (dual PoE inputs for hot backup)
Maximum Number of Users	1800 Note: The actual number of users varies according to the environment.	1800 Note: The actual number of users varies according to the environment.	1800 Note: The actual number of users varies according to the environment.
Antenna Type	Built-in directional antennas	Built-in omnidirectional antennas	External antennas
MIMO:Spatial Streams	2.4 GHz: 2x2:2, 5 GHz: 2x2:2, 6 GHz: 4x4:4 2.4 GHz: 2x2:2, 5 GHz-H:	2.4 GHz: 2x2:2, 5 GHz: 2x2:2, 6 GHz: 4x4:4 2.4 GHz: 2x2:2, 5 GHz-H:	2.4 GHz: 2x2:2, 5 GHz: 2x2:2, 6 GHz: 4x4:4 2.4 GHz: 2x2:2, 5 GHz:

	2x2:2, 5 GHz-L: 4x4:4	2x2:2, 5 GHz-L: 4x4:4	2x2:2, 5 GHz: 4x4:4
Radio Protocols	802.11a/b/g/n/ac/ac Wave 2/ax/be	802.11a/b/g/n/ac/ac Wave 2/ax/be	802.11a/b/g/n/ac/ac Wave 2/ax/be
Maximum Rate	13.66 Gbit/s	13.66 Gbit/s	13.66 Gbit/s

### AirEngine 5776I-X6H & 5776I-X7H & 5776I-X6EH Access Points

Parameters	AirEngine 5776I-X6H	AirEngine 5776I-X7H	AirEngine 5776I-X6EH
Dimensions (H x W x D)	77 mm x 250 mm x 220 mm	92 mm x 250 mm x 220 mm	77 mm x 250 mm x 220 mm
Power Input	DC: 43.2 V to 57.6 V PoE power supply: in compliance with 802.3bt/at/af	DC: 43.2 V to 57.6 V PoE power supply: in compliance with 802.3bt/at/af	DC: 43.2 V to 57.6 V PoE power supply: in compliance with 802.3bt/at/af
Maximum Number of Users	1200 Note: The actual number of users varies according to the environment.	1200 Note: The actual number of users varies according to the environment.	1200 Note: The actual number of users varies according to the environment.
Antenna Type	Built-in directional antennas	Built-in omnidirectional antennas	External antennas
MIMO:Spatial Streams	2.4 GHz: 2x2:2, 5 GHz: 4x4:4	2.4 GHz: 2x2:2, 5 GHz: 4x4:4	2.4 GHz: 2x2:2, 5 GHz: 4x4:4 5 GHz: 2x2:2, 5 GHz: 4x4:4
Radio Protocols	802.11a/b/g/n/ac/ac Wave 2/ax/be	802.11a/b/g/n/ac/ac Wave 2/ax/be	802.11a/b/g/n/ac/ac Wave 2/ax/be
Maximum Rate	6.45 Gbit/s	6.45 Gbit/s	7.20 Gbit/s

### 7.3.3 Access Controller

Parameters	AirEngine 9703-S
Ports	2 x 100G QSFP28/(2 x QSFP+ + 4 x 25GE SFP28)/(2 x QSFP+ + 8 x 10GE SFP+)/8 x 25GE SFP28 + 4 x 25GE SFP28 4 x 10GE SFP+ 8 x GE Combo*
Power Supply	1+1 AC/DC
Forwarding Capability	120 Gbit/s
Maximum Number of Managed APs	4096
Maximum Number of Access Users	51200
AP-AC Networking	Layer 2 or Layer 3 networking
Forwarding Mode	Direct forwarding or tunnel forwarding
AC Active/Standby Mode	1 + 1 HSB
Radio Protocol	802.11 a/b/g/n/ac/ax/be

### 7.3.4 Network Switches

#### CloudEngine S5735-L-V2 Series Switches

Product Model	CloudEngine S5735-L8T4S-A-V2 CloudEngine S5735-L8P4S-A-V2	CloudEngine S5735-L16T4S-A-V2	CloudEngine S5735-L24T4S-A-V2 CloudEngine S5735-L24P4S-A-V2
Forwarding Performance	18Mpps	30Mpps	42Mpps
Switching Capacity <sup>2</sup>	24Gbps/520Gbps	40Gbps/520Gbps	56Gbps/520Gbps
Fixed Ports	8 x 10/100/1000BASE-T ports, 4 x GE SFP ports	16 x 10/100/1000BASE-T ports, 4 x GE SFP ports	24 x 10/100/1000BASE-T ports, 4 x GE SFP ports
PoE	CloudEngine S5735-L8P4S-A-V2 : Supported CloudEngine S5735-L24P4S-A-V2 : Supported CloudEngine S5735-L48LP4S-A-V2 : Supported Other models : Not supported		
MAC Features	MAC address auto-learning and aging Static, dynamic, and blackhole MAC address entries Packet filtering based on source MAC addresses Interface-based MAC address learning limiting		
VLAN Features	4094 VLANs Voice VLAN MUX VLAN VLAN assignment based on MAC addresses, protocols, IP subnets, policies, and ports		
IP Routing	Static route, RIPv1/v2, RIPv6, OSPF, OSPFv3		
Interoperability	VBST (compatible with PVST/PVST+/RPVST) LNP (similar to DTP) For detailed interoperability certifications and test reports, click <a href="#">HERE</a> .		

#### CloudEngine S5732-H Series Hybrid Optical-Electrical Switch

Forwarding Performance	490 Mpps
Switching Capacity <sup>2</sup>	1.76 Tbit/s/2.4 Tbit/s
Fixed Ports	24 x 10 GE SFP+, 24 x 100M/1G/2.5G/5G/10G Base-T Ethernet ports, 4 x 25 GE SFP28 + 2 x 40 GE QSFP+ or 2 x 100 GE QSFP28
PoE++	Supported
Extended Slots	One extended slot, support 2 x 25 GE SFP28 or 8 x 10 GE SFP+, 8 x 25 GE SFP28 cards
Wireless Services	Management of up to 1024 APs AP access control, AP domain management, and AP configuration template management Radio channel management, unified static configuration, and dynamic centralized management WLAN basic services, QoS, security, and user management CAPWAP, tag/terminal location, and spectrum analysis
iPCA	Collection of real-time statistics on the number of lost packets and packet loss ratio at network and device levels
Super Virtual Fabric (SVF)	Functions as the parent node to virtualize downstream switches and APs vertically as one device for simpler management Supports a two-layer client architecture Supports third-party devices between SVF parent and clients

### 7.3.5 IT Service Management (ITSM) Solution

Provision of an integrated IT Service Management (ITSM) solution for managing the Public Wi-Fi Network, including modules for

- IT Asset Management
- Service Desk
- Project Management
- Financial Management (IT spend tracking)
- Network Monitoring
- Mobile Application for Technicians

#### Service Desk Module

- Incident, problem, change, and request management
- Ticket assignment, escalation, SLA tracking
- Email-to-ticket automation
- Role-based dashboards and reporting
- Knowledge base integration
- Technician performance reports

#### IT Asset Management

- Discovery of hardware and software assets across the network
- Asset lifecycle management (procurement to disposal)
- Software license tracking and compliance
- Tagging, grouping, and assigning of assets to users or departments
- Integrated CMDB (Configuration Management Database)

#### Project Management

- Project planning, task creation, and resource allocation
- Gantt charts or similar visual timelines
- Project budgeting and time tracking
- Risk and milestone management
- Linkage between service requests and projects

#### Financial Management

- Cost tracking per asset/project/service
- Budget planning for IT services and projects
- Reporting on spend vs budget, asset depreciation, etc.

#### Network Monitoring Module

- Real-time performance and uptime monitoring for up to 5000 devices +
- SNMP, WMI, or agent-based monitoring
- Alerts via email/SMS for downtime or anomalies
- Topology maps and traffic analysis
- Reporting and dashboards for network health and utilization
- Support Huawei and Cisco Wi-Fi Access Control

#### Mobile App for Technicians

- Native Android/iOS app for field technicians
- Access to open tickets, asset data, and task assignments
- Ability to log time, update ticket status, and attach photos
- GPS/location tagging of tasks
- Offline support and sync capability

#### Technical Requirements

- Must support **on-premises** or **hybrid cloud** deployment
- Scalable to at least:
  - 10 Technicians/Agents
  - 5000+ IT assets and devices
- REST API support for integration with third-party tools



- Support for HTTPS/SSL and role-based security
- Support WhatsApp Integration
- Compliance with POPIA and other relevant data protection regulations

#### Professional Services Required

- Installation and configuration
- Remote and/or onsite implementation
- Customization to match internal workflows
- Knowledge transfer and user training
- Documentation (user manuals, configuration guides)
- Support for integration email systems

#### Maintenance and Support

- Minimum 1-year maintenance and support agreement
- Includes:
  - Access to updates and patches
  - Technical support (remote/email/phone)
  - Access to knowledgebase or portal

### 7.3.5 Routers

#### BR1 Mini 5G (with Wi-Fi)

Category	Specification
WAN Interface	1x 10/100/1000M Ethernet1x Embedded Cellular Modem with Redundant SIM Slots
LAN Interface	2x 10/100/1000M Ethernet
Wi-Fi Interface	Simultaneous Dual-Band (2.4GHz / 5GHz)Wi-Fi 5, 2x2 MIMOWi-Fi WAN / AP
SpeedFusion Features	Hot Failover / Smoothing / Bandwidth Bonding
Number of SpeedFusion VPN Peers	2 / 5
Router Throughput	300 Mbps
SpeedFusion VPN Throughput	No Encryption: 80 Mbps256-bit AES: 60 Mbps
Recommended Users	1 – 60
Cellular Data Rate	5G: 3.4 Gbps (Downlink) / 900 Mbps (Uplink)CAT-20: 1.6 Gbps / 200 Mbps

#### CCR2116-12G-4S+

Specification	Details
Product Code	CCR2116-12G-4S+
CPU	AL73400 2 GHz
CPU Architecture	ARM 64-bit
CPU Core Count	16
RAM Size	16 GB
RAM Type	DDR4
Storage	128 MB, NAND
1G Ethernet Ports	13
10G SFP+ Ports	4
M.2 Slots	1
Operating System	RouterOS (License level 6)
Switch Chip Model	98DX3255
Dimensions (W x D x H)	443 x 199 x 44 mm
Operating Temperature	-20°C to +60°C

## 7.4 General Requirements

Non-functional requirements essential for long-term success.

### 7.4.1 Installation and Commissioning of Indoor/Outdoor Access Points

#### Scope of Work for the Service Provider:

The service provider is required to perform complete installation and commissioning of indoor and outdoor wireless access points (APs) at designated sites within eThekweni Municipality. While the access points will be provided by the municipality, all other materials, tools, equipment, and labour required to complete the installation must be supplied by the service provider.

#### Service Provider Responsibilities:

1. **Site Preparation and Survey**
  - Perform an on-site assessment to determine the optimal mounting location for signal coverage, safety, and accessibility.
  - Identify and document cable routing, power source proximity, and any obstacles or special mounting requirements.
2. **Provision and Installation of Mounting Infrastructure**
  - Supply and install appropriate mounting brackets (e.g., L-brackets) for indoor ceilings/walls or outdoor poles/walls.
  - Ensure all fixtures are weatherproof, UV resistant, and securely anchored.
3. **Cabling and Termination**
  - Supply and install network cabling (minimum Cat6, outdoor-grade where applicable) from the access point location to the designated network termination point (e.g., switch or patch panel).
  - Provide and install all required RJ45 connectors, cable ties, trunking/conduit, and wall boxes.
  - Cable routing must be neat, protected, and in compliance with electrical and safety regulations.
4. **Electrical Integration**
  - If required, install power injection or PoE equipment (if not integrated into existing infrastructure).
  - Ensure safe integration with site power infrastructure, adhering to SANS electrical installation codes.
5. **Commissioning and Testing**
  - Mount and connect the access point provided by eThekweni.
  - Verify power, connectivity, and communication with the access controller.
  - Conduct signal and coverage tests to confirm optimal performance.
  - Document test results and submit a brief commissioning report per site.
6. **Clean-up and Handover**
  - Remove any installation debris or packaging.
  - Label and document all installed cabling and mounting points.
  - Handover a signed site completion sheet with GPS coordinates, photographs, and technician name.

#### Materials and Equipment to be Supplied by the Service Provider:

- L-brackets or suitable AP mounting kits.
- CAT6 (or higher) network cabling (indoor/outdoor grade).
- Conduit, trunking, or cable tray (as per environment).
- Fasteners, clips, anchors, ties, and cable management accessories.
- Tools and test equipment for installation and signal testing.
- Labour, transport, and safety gear.

**Materials to be Provided by eThekweni Municipality:**

- Wireless Access Point (indoor or outdoor model).
- Network switch (where applicable, pre-installed).
- Access controller and network configurations

**7.4.2 Installation, configuration, and commissioning of network switches**

Physically installing the switches at designated locations, setting up network parameters and security settings, and testing to ensure they are fully operational and integrated into the existing network infrastructure. Switches will be provided by the municipality. The service provider must supply mounting kits, patch cords, and configuration services as required.

**7.4.3 Installation and Commissioning of Unlicensed Wireless Links (PTP/PTMP)**

The service provider is responsible for the complete end-to-end deployment of unlicensed point-to-point (PTP) or point-to-multipoint (PTMP) wireless links, excluding the supply of radios which will be provided by eThekweni Municipality. The scope covers all activities from site assessment to full operational commissioning.

**Service Provider Responsibilities:****1. Site Survey and Planning**

- Conduct a detailed site survey at both (or all) ends of the wireless link.
- Identify line-of-sight (LoS) conditions, obstacles, terrain, and potential interference sources.
- Use tools (e.g., GPS, compass, elevation maps) to verify suitability of locations for mounting.
- Document signal path, coordinates, and installation environment.
- Submit a site survey report with photos and proposed equipment layout.

**2. Mounting and Installation**

- Supply and install mounting brackets, poles, or roof/wall supports as required for securing the radios.
- Ensure structural integrity of mounting solutions, with weatherproofing where applicable.
- Position equipment to ensure maximum signal quality and safety.

**3. Cabling and Electrical Setup**

- Supply and install:
  - Outdoor-rated CAT6/CAT6a Ethernet cable between the radio and the internal network point (e.g., switch or router).
  - Cable conduit/trunking for protecting exposed cable runs.
  - Proper grounding/earthing for lightning protection.
- Terminate and label all cabling neatly at both ends.
- Integrate with PoE injectors or PoE switches as required.

**4. Configuration and Alignment**

- Configure radio settings including:
  - SSID, frequency/channel, TX/RX power, IP addressing, and VLANs (if required).
  - Security protocols and login credentials.
- Align antennas for optimal signal strength and throughput.
- Conduct link performance testing (latency, throughput, signal strength).
- Perform spectrum analysis to avoid interference and confirm frequency planning.

## 5. Commissioning and Handover

- Verify link stability and performance over a minimum observation period.
- Provide a commissioning report including:
  - Link parameters (signal strength, SNR, data rate)
  - Screenshot of working radio interface
  - Final configuration backup
  - Photos of installed equipment
- Provide signed handover sheet with GPS coordinates and technician details.

### Materials and Equipment to be Supplied by the Service Provider:

- Mounting brackets, poles, clamps, weatherproof enclosures.
- Outdoor-grade CAT6/CAT6a cable, conduit, cable ties, cable glands.
- PoE injectors or compatible power solutions (if not using PoE switch).
- Grounding kits and lightning protection devices.
- All tools, test equipment, ladders/lift gear, safety gear, and transport.

### Materials to be Provided by eThekwini Municipality:

- Wireless radio units
- Switch or network termination equipment at the internal location (where applicable).

### Standards and Compliance:

- All installation work must comply with SANS electrical safety standards, ICASA regulations for unlicensed spectrum, and municipal infrastructure guidelines.
- The link must meet minimum throughput and stability requirements set out in the project specifications.

### 7.4.4 Installation and Commissioning of UPS, Inverter, Solar Power Systems, and Electrical Components

The service provider must install and commission UPS, inverters, solar systems, plug sockets, and circuit breakers using equipment supplied by eThekwini Municipality. They must provide all accessories (cables, trunking, breakers, plugs, mounting, etc.) and ensure safe integration with existing power infrastructure.

- Certified electrician required with:
  - Minimum 3 years' experience
  - Registration with the Department of Labour and eThekwini
- Work must comply with SANS 10142 and municipal electrical regulations.
- Deliverables include a certificate of compliance, commissioning report, and as-built documentation.

### 7.4.5 Installation of Mobile Wi-Fi on Municipal Buses

- **Hardware Provided by eThekwini:** Mobile router and SIM cards.
- **Service Provider Responsibilities:**
  - Install and secure the router inside the bus.
  - Mount and weatherproof the 5G/4G external antenna.
  - Connect the router to the bus power supply with proper electrical protection.
  - Configure the SIM card for APN access to the public Wi-Fi network.
  - Set up the Wi-Fi to redirect users to the eThekwini public Wi-Fi portal.
  - Conduct full connectivity and performance testing.
  - Installation must not void the OEM bus warranty
- **Installer Requirements:**
  - Must be a qualified mobile electronics technician.
  - Installation must comply with bus warranty and safety standards.

- **Handover:**
  - Provide installation report, photos, and configuration details per bus.

#### 7.4.6 Service Requirements: Monthly Network Management and Support Services

The appointed service provider will be responsible for delivering comprehensive monthly support and maintenance for the public Wi-Fi platform, focusing on the performance, security, and operational integrity of core network components. The services required include the following:

1. **Portal Management and Administration**
  - Full administration of the HSNM captive portal platform, including:
    - User management and authentication rules.
    - Splash page design, branding updates, and terms & conditions.
    - Bandwidth shaping and user policy enforcement.
    - User session tracking and analytics.
  - Creation and management of SSID profiles and login options.
2. **HSNM Upgrades and Configuration**
  - Scheduled and on-demand software/firmware upgrades to ensure platform security and stability.
  - Compatibility verification with access controllers and routers before applying updates.
  - Backups of configurations prior to upgrades.
3. **Performance Monitoring and Reporting**
  - Monthly reporting on:
    - Number of active users per site.
    - Uptime and availability of each hotspot.
    - Bandwidth usage and peak traffic times.
    - Portal access logs and error logs.
  - Submission of a monthly performance report to the municipality, including recommendations for improvement.
4. **Firewall, Access Controller, and CCR Router Support**
  - Monitoring and maintenance of:
    - Firewall rules and NAT configurations.
    - Access Controller (AC) performance, firmware, and user policies.
    - CCR Router (e.g., Mikrotik CCR2116) configuration, updates, routing policies, and performance.
  - Monthly security audit of rules, ports, and ACLs.
  - Troubleshooting and resolving connectivity, session, or user issues.
5. **Configuration Changes and Customizations**
  - On-demand updates to:
    - Network segmentation (VLANs, SSIDs).
    - Bandwidth thresholds and user limitations.
    - Routing and failover policies.
    - Splash page layout or authentication logic.
6. **Technical Support and Troubleshooting**
  - Remote technical support for all related components.
  - Incident response for service disruptions or configuration faults.
  - Root cause analysis (RCA) of recurring issues and preventative action planning.
7. **Documentation and Change Management**
  - Maintenance of a configuration change log with date, reason, and approval.
  - Updated network topology diagrams after any major change.
  - Access credentials and system documentation to be shared securely with the municipality.
8. **Service Levels and Availability**
  - Support hours: 08:00 to 17:00, Monday to Friday, with on-call escalation for critical outages.
9. **Project Management**
  - The service provider shall appoint a dedicated project management resource responsible for overseeing the continuity of the Wi-Fi project.
  - This resource will provide regular progress updates, risk assessments, and escalation reports to eThekweni management to ensure transparency and timely decision-making.
  - The project manager will coordinate between technical teams, the municipality, and other stakeholders to maintain project timelines and quality standards.

### 7.4.7 Dedicated Network Operations Centre (NOC) Resource

The dedicated NOC resource will also be responsible for the following **administrative and operational support duties**:

- **Asset Management**
  - Maintain an up-to-date inventory of all deployed network equipment and supporting infrastructure.
  - Track the movement, deployment, replacement, and retirement of hardware assets.
- **First-Line Support**
  - Serve as the first point of contact for basic technical issues reported via phone or helpdesk.
  - Perform initial diagnosis and resolution of common faults (e.g., access, connectivity, login issues).
  - Escalate complex issues to second-line engineers or technical teams.
- **Handling Logged Calls and Escalations**
  - Log all incidents and service requests accurately using the designated ticketing system.
  - Prioritize, track, and escalate calls that exceed SLA thresholds.
  - Ensure proper follow-up and closure of each call.
- **Telephone Call Handling**
  - Answer incoming support calls professionally.
  - Provide status updates, document reported issues, and redirect queries to the correct team if needed.
- **Documentation and Filing**
  - Maintain proper filing of reports, tickets, site forms, commissioning sheets, and related paperwork (physical or digital).
  - Update and manage a knowledge base or procedural documentation where applicable.
- **Working Records and Reporting**
  - Keep a daily log of activities, issues handled, and resolutions.
  - Compile weekly and monthly summaries of support activity and asset status.

### Required Qualifications and Skills

Requirement	Details
Education	Diploma or Certificate in IT Support, Network Administration, or a related field (NQF Level 5 or higher)
Experience	Minimum 1–2 years in a network support or helpdesk/NOC role
Certifications (advantageous)	- Basic certifications such as CompTIA IT Fundamentals, CompTIA A+, or equivalent
Skills	- Good understanding of network operations and common IT terminology- Familiar with helpdesk or ticketing systems- Basic knowledge of monitoring platforms and dashboards- Strong communication, record-keeping, and coordination abilities
Personal Attributes	- Organized and detail-oriented- Able to work independently and escalate when needed- Reliable and responsive within working hours

### 7.4.8 Senior Wi-Fi Network Engineer Resource

The service provider shall assign a **Senior Wi-Fi Network Engineer** to oversee the deployment, configuration, and maintenance of the eThekweni Public Wi-Fi infrastructure. This resource will be responsible for ensuring that the network is optimally configured, secure, and operating at full performance, and will act as the lead technical authority on all related wireless and switching matters.

### Responsibilities:

- **Network Design and Planning**
  - Lead the design and planning of Wi-Fi networks, including AP placement, link design (PTP/PTMP), and switch architecture.
  - Review and validate Bill of Materials (BoM) and site readiness.

- **Installation and Commissioning**
  - Oversee or perform configuration and commissioning of:
    - Wi-Fi access points (indoor/outdoor)
    - Network switches (Cisco, Huawei)
    - Wireless links (Cambium, Mikrotik, Ubiquiti)
    - Routers (e.g., Mikrotik CCR)
    - Access controllers and firewalls
  - Conduct final testing and site acceptance with documentation.
- **Advanced Troubleshooting**
  - Handle escalated incidents from junior engineers or the NOC.
  - Perform root cause analysis (RCA) and network diagnostics.
  - Resolve complex issues involving performance, coverage, interference, or misconfiguration.
- **Network Optimization and Maintenance**
  - Review and optimize SSIDs, VLANs, QoS, routing, and security policies.
  - Ensure firmware and OS versions are up to date and compatible.
  - Perform regular reviews of logs, usage analytics, and hotspot performance metrics.
- **Documentation and Reporting**
  - Maintain updated configuration files, network diagrams, and topology maps.
  - Prepare technical reports, change logs, and RCA documents.
  - Submit improvement recommendations based on analytics and site feedback.
- **Team Leadership and Collaboration**
  - Guide and mentor junior Wi-Fi engineers.
  - Collaborate with the NOC, project managers, and municipal IT teams.
  - Coordinate with field teams during major rollouts or upgrades.

#### Minimum Requirements:

Requirement	Details
<b>Qualification</b>	Bachelor's Degree or National Diploma in Networking, Telecommunications, or IT (NQF Level 6 or higher)
<b>Experience</b>	Minimum <b>3 years of hands-on experience</b> in wireless network deployment and support
<b>Certifications</b>	Mandatory: <ul style="list-style-type: none"> <li>• Cisco Certified Network Associate (<b>CCNA</b>) or Huawei Certified ICT Associate – Wireless (<b>HCIA</b>)</li> <li>• Certification in <b>PTP/PTMP wireless</b> technology (e.g. Cambium, Ubiquiti, MikroTik)</li> </ul>
<b>Skills</b>	<ul style="list-style-type: none"> <li>- In-depth knowledge of IP networking, VLANs, routing, NAT, and QoS</li> <li>- Advanced configuration of APs, switches, and routers</li> <li>- Proficiency in wireless tools, planning software, and diagnostic systems</li> <li>- Strong documentation, leadership, and communication skills</li> </ul>
<b>Other Requirements</b>	<ul style="list-style-type: none"> <li>- Valid driver's license</li> <li>- Must be willing to travel to any site within the eThekweni Metro as needed</li> </ul>

#### Cost and Availability Clause:

All monthly travel and on-site support costs related to callouts, escalations, troubleshooting, and site commissioning are included in the fixed monthly cost for the dedicated Senior Wi-Fi Engineer. No additional claims for travel or hourly support shall be accepted beyond the agreed monthly rate

#### 7.4.9 Junior Wi-Fi Engineer Resource

The service provider shall allocate a Junior Wi-Fi Engineer to assist in the rollout, maintenance, and support of the eThekweni Public Wi-Fi network. This resource will work under the guidance of a senior engineer and will provide hands-on support for installations, device configurations, troubleshooting, and routine site maintenance.



**Responsibilities:**

- Assist with the installation of Wi-Fi access points, network switches, and supporting infrastructure (cabling, trunking, mounting).
- Perform basic configuration and testing of network devices under supervision.
- Conduct on-site visits for inspections, maintenance, and support tasks.
- Respond to assigned support calls and conduct first-line troubleshooting and issue resolution.
- Maintain accurate documentation of installations, activities, and assets.
- Escalate unresolved issues to senior engineers or the NOC.

**Minimum Requirements:**

- Qualification: Technical Certificate or National Diploma in IT, Networking, or a related field (NQF Level 5 or higher).
- Experience: Minimum of 1 year in IT support or Wi-Fi installations (internship or full-time role).
- Certifications (advantageous):
  - Huawei Certified ICT Associate – WLAN (HCIA)
  - Cisco CCENT or CCNA
  - CompTIA Network+
- **Skills:**
  - Basic knowledge of IP networking, Wi-Fi technologies, and PoE.
  - Competency in using tools for installation and testing.
  - Strong communication, documentation, and problem-solving abilities.
- **Other Requirements:**
  - Must have a valid driver's license.
  - Must be willing and able to travel to various site locations across the eThekweni Municipality.

**Cost and Availability Clause:**

All monthly travel costs associated with responding to support calls, installations, and scheduled maintenance activities are included in the fixed monthly cost for the dedicated Junior Wi-Fi Engineer. No additional claims for travel or callouts shall be accepted beyond the agreed monthly rate.

**7.4.10 Maintenance Services for Existing Wi-Fi Infrastructure**

These maintenance services are provided on an as-needed, call-out basis to ensure the continued operational performance and reliability of the existing public Wi-Fi network infrastructure across eThekweni Municipality sites. The scope of these services includes:

1. **Maintenance for Indoor and Outdoor Access Points (APs)**
  - Troubleshooting and repair of faulty indoor and outdoor Wi-Fi access points.
  - Replacement of defective AP units to restore network coverage and performance.
  - Physical relocation of APs where required due to site changes or optimization efforts.
  - Inspection, cleaning, and minor repairs to AP mounts and brackets.
2. **Maintenance for Unlicensed Wireless Links (PTP/PTMP)**
  - Diagnosis and repair of wireless point-to-point (PTP) and point-to-multipoint (PTMP) links operating on unlicensed frequency bands.
  - Replacement or re-alignment of antennas, cables, and radios to maintain link quality.
  - Testing link performance and resolving interference or connectivity issues.
  - Site visits to perform physical adjustments or equipment swaps as required.
3. **Maintenance for Electrical Components**
  - Repair or replacement of electrical power plugs, sockets, circuit breakers, and associated wiring at network sites.
  - Maintenance of electrical cabling, including replacement of damaged or faulty cables to ensure safe and stable power delivery.
  - Coordination with certified electricians for work that requires specialized electrical expertise.
  - Ensuring all electrical work complies with safety standards and municipal regulations.



**SECTION 8: SCHEDULE OF RATES**

**Below tables will be used for cost analysis and does not constitute an actual order. Please fill out below as per your pricing structure.**

**The submitted rates shall remain fixed for the first 12 months and only be adjusted during the 2nd and 3rd year as per prevailing CPI.**

**This is a rate-based contract. Services will be rendered on an as-and-when-required basis.**

**Access Points & Access Controller (7.3.1, 7.3.2 & 7.3.3)**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	AirEngine 8771-X1T Access Point	Each	1						
2.	AirEngine 6776-X6H & 6776-X6ETH Access Points	Each	1						
3.	AirEngine 5776-56T & 5776-57T Access Points	Each	1						
4.	AirEngine 8760R-X1 & 8760R-X1E Outdoor Access Points	Each	1						
5.	AirEngine 6776I-X6TH & 6776I-X7TH & 6776I-X6ETH Access Points.	Each	1						
6.	AirEngine 5776I-X6H & 5776I-X7H & 5776I-X6EH Access Points.	Each	1						
7.	AirEngine 9703-S Access Controller.	Each	1						

**Licenses / Application**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	HSNM Hotspot Manager (License) Model: HSNMV License Level 6 Appliance model Additional Modules Welcome portal, Advertising license level 1 High Performance Edition,Remote System Module GUID: IF4AO-DUA7V-N48IT-LTFXV (Per Year)	Each	1						
2.	HSNM Hotspot Manager (License) Model: HSNMV License Level 6 Appliance model Additional Modules Welcome portal, Advertising license level 1 High Performance Edition,Remote System Module GUID: IF4AO-DUA7V-N48IT-LTFXV (Per Year)	Each	1						
3.	AC6605 Access Controller AP Resource License(64 AP)/ 88031BVF	Each	1						
4.	AC6605 Access Controller AP Resource License(64 AP)-Co-Care Standard 9x5xNBD Service-36Month(s)/ 88031BVF88134UGQ-36	Each	1						
5.	L-AIRAC-512AP (88035WFC)	Each	1						
6.	L-AIRAC-1024AP (88035WFD)	Each	1						
7.	L-AIRAC-2048AP (88039BKA)	Each	1						

**Switches (7.3.4)**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	CloudEngine S3710-H24P4S-A	Each	1						
2.	CloudEngine S5735-S24U4XE-V2	Each	1						
3.	CloudEngine S5731I-L series industrial switches	Each	1						
4.	CloudEngine S5735-L-V2 Series Switches	Each	1						
5.	CloudEngine S5732-H Series Hybrid Optical-Electrical Switch	Each	1						
6.	Generic Compatible 10GBASE-SR SFP+ Optical Transceiver Module	Each	1						
7.	HPE Ethernet 10Gb 2-port FLR-SFP+ X710-DA2 Adapter	Each	1						

**Mobile Bus Solution/ Routers**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	MAX-BR1-MINI-5GN-T-PRM(With Wi-Fi) 1x BR1 Mini 5G (HW2) 4x LTE/5G Antennas (ACW-235) 2x Dual Band Wi-Fi Antennas (ACW-342)	Each	1						
2.	Mobility 20G 2x Cellular   1x GPS The Mobility 20G comes with 2 cellular channels and 1 high gain LNA GPS built for reliable LTE or 5G connectivity. Housed in a robust exterior.	Each	1						

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
3.	Ethernet routers CCR2116-12G-4S+	Each	1						
4.	FG-40F Network Security/Firewall	Each	1						

**Antennas & Mast**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	Outdoor Directional Antenna (2.4 GHz and 5 GHz) 27013718 Outdoor 2.4 GHz & 5 GHz Dual-Polarized Directional Antenna (H33 V33 G13 & H18 V18 G16)	Each	1						
2.	27011668 Outdoor 2.4 GHz and 5 GHz Single-Polarized Omnidirectional Antenna (H360 V33 G4 and H360 V22 G7)	Each	1						
3.	7013719 Outdoor 2.4 GHz & 5 GHz DualPolarized Directional Antenna (H33 V33 G13 & H30 V30 G13)	Each	1						
4.	27013413 5 GHz Dual-Polarized Directional Antenna (H45 V15 G15.5) The 27013413 directional antenna is named ANT5G15D2NR and applicable only to rail transmit scenarios.	Each	1						
5.	27010812 Outdoor 2.4 GHz Dual-Polarized Directional Antenna (H60 V30 G12)	Each	1						

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
6.	5GHz airMAX MIMO Sector 120°; 19dBi   AM-5G19-120	Each	1						
7.	N Male to N Male Cable, Length: 5m	Each	1						
8.	N Male to N Male Cable, Length: 1m	Each	1						
9.	15m Free Standing Galvanised Lattice Mast Casting cage with swivel base, all bolts & nuts. Labour to dig foundation for 450 Free standing mast 25Mpa Concrete for 450 Free standing mast Labour to erect 450 Free standing mast Engineer Certificate of compliance	Each	1						
10.	21m Free Standing Galvanised Lattice Mast Casting cage with swivel base, all bolts & nuts. Labour to dig foundation for 450 Free standing mast 25Mpa Concrete for 450 Free standing mast Labour to erect 450 Free standing mast Engineer Certificate of compliance	Each	1						
11.	Security Fence 5 x 76 x 76 x 3m posts. 3 x 3m x 2.4m panels and 1 x 2m x 2.4m high panel 64 x spider clamps + tek screws & foundation	Each	1						
12.	Deep Outdoor Cabinet 18U 600mm with 2 fans   CAB-18UO	Each	1						

**Cables, Trunking, Brackets**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	Cat 7 Ethernet Cable 100ft Outdoor, Triple Shielded Ethernet Network 24AWG, Heavy-Duty High-Speed Patch Cable 10Gbps 600Mhz	Each	1						
2.	8 Core CST SM Fiber Optic Cable (Per Meter)	Each	1						
3.	24 Core CST SM Fiber Optic Cable (Per Meter)	Each	1						
4.	48 Core CST SM Fiber Optic Cable (Per Meter)	Each	1						
5.	Fibre Dome 24 Core	Each	1						
6.	24 Port Cat6a Rack Mount Patch Panel (Complete)	Each	1						
7.	LC (9/125) Duplex Patch Cord 2M – Fibre	Each	1						
8.	1 Metre UTP Cat6 Flylead Grey	Each	1						
9.	Fiber Optic Splicing (Per Core)	Each	1						
10.	Trenching Soft/Hard Souil (Per Meter)	Each	1						
11.	Trunking PVC 16mm x 25mm x 3m	Each	1						
12.	Conduit 32mmX4m Length PVC White	Each	1						
13.	Square Wall Mount Brackets, 550mm Offset, 32-60mm, Two Clamp, Galvanised (WB-SQ-550)	Each	1						
14.	6U Swing Frame wall box	Each	1						

**UPS, Solar & Electricals**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	Plug Socket	Each	1						
2.	Circuit Breaker (MCB) 16A	Each	1						
3.	Circuit Breaker 30a 3ka	Each	1						
4.	Twin and earth cable 2.5mm <sup>2</sup> for plugs (Per Meter)	Each	1						
5.	Steel Wall Box, IP66, 300 mm x 250 mm x 150mm	Each	1						
6.	UPS2000-H-6KRTL-L Rack-mounted, L-N: 80~280Vac (176~280Vac for 100% load; 80~176Vac load) 6 kVA	Each	1						
7.	10 Way Multiplug - 5X16A, 5X5A - with 5m cord	Each	1						
8.	30V Power Over Ethernet (POE) 1 Port Midspan Injector 10/100/1000 Mbps	Each	1						
9.	Power over Ethernet Injector 48V 802.3at, 0.6Amp, 30Watt 10/100/1000, Shielded LAN Connector	Each	1						
10.	Armada 16.00mm Copper PVC PVC SWA PVC Fire-Retardant 1.9/3.3kV Black/Red (Per Meter)	Each	1						
11.	Wooden Pole height of 8m to 13m, diameter ranging from 100 to 239mm	Each	1						
12.	Pole Clamp and Accessories (Complete)	Each	1						

**Unlicensed Wireless Links PTP/PTMP**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	Networks ePMP Force 425 Range Extender EPMP-F425RE-4P	Each	1						
2.	CB-EPMP-F180 ePMP Force 180: 5Ghz 200Mbps, 16dBi panel antenna	Each	1						
3.	5 GHz 450b High Gain SM/PTP (Compete)   CB-CORE-450b-HG	Each	1						
4.	High Performance Dual Pol 5GHz 30dBi Dish. 6 degree beam width, Dual N-Type Female Connectors	Each	1						
5.	CB-CORE-PTP670-EXT PTP670-EXT Connectorized END with AC Supply. 5GHz EXT 450Mbps	Each	1						
6.	CB-CORE-PTP670-INT PTP670-INT Integrated 23dBi END with AC Supply. 5GHz INT 23dBi DP antenna. 450Mbps	Each	1						
7.	CB-CORE-PTP550-EXT PTP550-EXT Connectorized	Each	1						
8.	CB-CORE-PTP550-INT PTP550-INT Integrated	Each	1						
9.	PMP450m 5GHz Integrated 90 Degree	Each	1						
10.	2000 Alpha 5GHz ODU - 500Mbps Aggregate, 22dBi Integrated antenna	Each	1						



**New Site Installation and Commissioning Services**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	Installation and commissioning of indoor/outdoor access point, including cabling, trunking, and L-bracket (complete setup) <b>7.4.1</b>	Each	1						
2.	Installation, configuration, and commissioning of network switches <b>7.4.2</b>	Each	1						
3.	Installation and commissioning of unlicensed wireless links (PTP/PTMP) per link, complete setup, cabling, brackets, and site survey <b>7.4.3</b>	Each	1						
4.	Installation and commissioning of UPS, inverter, and solar power systems <b>7.4.4</b>	Each	1						
5.	Installation of electrical plug points and circuit breakers, including wiring, trunking, and integration into the existing distribution board. <b>7.4.4</b>	Each	1						
6.	Install and commission mobile Wi-Fi on bus <b>7.4.5</b>	Each	1						
7.	Installation and commissioning of fibre optic cable per 100 meters, including termination, and testing	Each	1						
8.	Fibre optic splicing per core, including preparation, fusion splicing, and protective sleeving	Each	1						
9.	Cherry Picker Hire (per hour)	Each	1						
10.	Electrician Labour (per hour)	Each	1						
11.	Install a network cabinet, patch panel & brush	Each	1						
12.	Travel Charge (per kilometre) from 41 Margaret Mncadi Avenue, Durban	Each	1						

**Monthly Operational Support and Technical Resources**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	Service Requirements: Monthly Network Management and Support Services. <b>7.4.6</b>	Monthly	1						
2.	Dedicated Network Operations Centre (NOC) <b>7.4.7</b>	Monthly	1						
3.	Dedicated Senior Network Engineer <b>7.4.8</b>	Monthly	1						
4.	Dedicated Junior Network Engineer <b>7.4.9</b>	Monthly	1						

**IT Service Management (ITSM) Solutions**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	<b>IT Service Management (ITSM) Solutions</b> Licenses for Service Desk (10 Technicians), IT Asset Management (5000+ Assets), Project Management, Financial Management, Network Monitoring (5000 Devices), and Mobile App Access. <b>36 months or Perpetual (7.3.5)</b>	Each	1						
2.	Installation, configuration, user training, remote scoping (16 hours), support & maintenance for 12 months, documentation, and integration support.	Each	1						

**Maintenance Services for Existing Wi-Fi Infrastructure**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Unit Price Excluding VAT		VAT @ 15%		Total Price Including VAT	
				R	C	R	c	R	c
1.	Maintenance for indoor and outdoor access points. <b>7.4.9</b>	Each	1						
2.	Maintenance for unlicensed wireless point-to-point (PTP) and point-to-multipoint (PTMP) links. <b>7.4.10</b>	Each	1						
3.	Maintenance for electrical components, including power plugs, breakers, and cabling. <b>7.4.10</b>	Each	1						

**SECTION 9 : OFFICIAL TENDER FORM**

**Part A: OFFER BY TENDERER** - In response to **Tender Number : 1i-33082** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

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

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

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

**Declaration of Interest**

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

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

\* **Signature :**

\* **Name (capitals):**

**Date:**

**Capacity:**

\* **Name of Business:**

**Tel:**

**Address:**

**Fax:**

\* Denotes Mandatory Information

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

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

**Signature:**

**Name (capitals):**

**Date:**

**Capacity:**

**SECTION 10: ANNEXURES** (if applicable)