



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**TENDER NUMBER:**

EED 35-2023/24

<b>TENDER DESCRIPTION:</b>	TENDER FOR THE SUPPLY, SUPPORT, UPGRADING AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE (3) YEARS, AS AND WHEN REQUIRED
----------------------------	---

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

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

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

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

<b>BID CLOSING DATE</b>	<b>05 August 2024</b>
-------------------------	-----------------------

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

“Note: Bidders are required to submit electronic copies of the bid either by memory stick together with the hard copy of the Bid/Proposals”



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**DEPARTMENT: ENERGY AND ELECTRICITY**

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
EED 35-2023/24	TENDER FOR THE SUPPLY, SUPPORT, UPGRADING AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE (3) YEARS, AS AND WHEN REQUIRED	Energy and Electricity	Jeremiah M. Masemene	<b>Date:</b> 19 July 2024 <b>Venue:</b> City of Tshwane Electronic Systems Management Depot 190 Johan Heyns Drive Gezina, Pretoria 0084 <b>Time:</b> 10:00	05 August 2024 at 10:00

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

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

**“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive together with the hard copy of the Bid/Proposals”**

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

Documents must be deposited in the bid box not later than **10:00 on 05 August 2024**

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

- Technical enquiries: Jeremiah M. Masemene (012 358 5717 or [jeremiahm@tshwane.gov.za](mailto:jeremiahm@tshwane.gov.za))
- Supply chain enquiries: Mulondi Rasekgala (012 358 6636 or [mulondin@tshwane.gov.za](mailto:mulondin@tshwane.gov.za))

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

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

## INDEX

Number	Details	Document	Page
1.	Very important notice on disqualifications		
2.	Certificate of authority for signatory		
3.	Scope of work		
4.	Pricing schedule		
5.	Invitation to bid	MBD 1	
6.	Pricing schedule: Firm prices (purchases)	MBD 3.1	
7.	Pricing schedule: Non-firm prices (purchases)	MBD 3.2	
8.	Declaration of interest	MBD 4	
9.	Declaration for procurement above R10 million (all applicable taxes Included)	MBD 5	
10.	Preference points claim form in terms of the preferential procurement regulations 2022	MBD 6.1	
11.	Contract form: Purchase of goods or works	MBD 7.1	
12.	Contract form: Rendering of services	MBD 7.2	
13.	Declaration of past supply chain management practice	MBD 8	
14.	Certificate of independent bid determination	MBD 9	
15.	General conditions of contract		
16.	Service-level agreement		
<b>LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT</b>			
17.	Company registration certificate		
18.	Rates and taxes or lease agreement		
19.	Unique PIN		
20.	CSD summary report		

## VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

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

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state;
    - i. 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
    - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder’s municipal rates and taxes are up to date.)
  - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
  - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
  - iv. JV agreement must be complete, relevant and signed by all parties.

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

-----  
**Bidder**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

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

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

**A. COMPANY**

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

An example is shown below:

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

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

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

**DATE:** .....

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

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

2. ....

**B. PARTNERSHIP**

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

<b>Full name of partner</b>	<b>Residential address</b>	<b>Signature</b>
.....	.....	.....
.....	.....	.....
.....	.....	.....

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

.....  
**Signature**                      **Signature**                      **Signature**

.....  
**Date**                              **Date**                              **Date**

**C. ONE-PERSON BUSINESS**

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

.....  
**Signature**                      **Date**

**D. CLOSE CORPORATION**

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

An example is shown below:

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

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

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

**DATE:** .....

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

**WITNESSES:**     1. ....

                          2. ....

**E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

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

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

# SPECIFICATION OR TERMS OF REFERENCE

## ENERGY AND ELECTRICITY DEPARTMENT

### BID NAME

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

### BID NUMBER

(EED 35-2023/24)

## 1. INTRODUCTION AND PURPOSE

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

## 2. BACKGROUND

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

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

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

## 3. ABBREVIATIONS

CoT	City of Tshwane
QTY	Quantity
SDS	Short Data Service
FCC	Federal Communications Commission
IEEE	Institute of Electrical and Electronics Engineers
VSWR	Voltage Standing Wave Ratio
RF	Radio Frequency
TMOD	TETRA Modem
IEC	International Electrotechnical Commission
UHF	Ultra-High Frequency
IP	Internet Protocol
MCC	Main Control Centre
TBS	Tetra Base Station Transceiver
GPS	Global Positioning System
ETSI	European Telecommunications Standards Institute

ISDN	Integrated Services Digital Network
ITU	International Telecommunication Union
TETRA	Terrestrial Trunked Radio
ISSI	Individual Short Subscriber Identification
LED	Light Emitting Diode Display
IOP	Interoperability
VPN	Virtual Private Network
TNX	Tetra Node eXchange
TEP	Tetra Expansion Platform
VLS	Voice-data Logging System
USB	Universal Serial Bus
NMS	Network Management System
TMO	Trunked Mode Operation
DMO	Direct Mode Operation

#### 4. PROJECT SCOPE

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

Bidder or bidders who will be awarded this tender, will be expected to supply Tetra radio network equipment and construct new high sites where necessary.

The type of contract for this tender document is Government Procurement General Conditions of Contracts ("GCC").

##### 4.1 Requirements from the bidder

- The bidder must be available as requested for 24 hours for support of service. The bidder should be able to do remote diagnosis to debug and update the required software.
- All equipment supplied are to be delivered sealed, properly packaged and in a good working condition.
- A service provider is required to provide City of Tshwane with an option to add new software version when available.
- All support is to be provided in English language.
- Bidders must take note that they must supply, deliver, maintain and upgrade the TETRA network city wide, meaning in all regions within City of Tshwane boundaries.

## **4.2 MAINTENANCE, SERVICE AND SUPPORT OF EXISTING EQUIPMENT AND INFRASTRUCTURE**

### **4.2.1 Maintenance**

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

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

### **4.2.2 Support**

- The successful bidder shall provide available team to assist the City of Tshwane with faults that will occur during the period of this tender.
- The City of Tshwane will report the all the faults by communicating (via telephone call or e-mail) to the Bidder.
- All faults must be recorded by the bidder with a unique job card number for records and tracing purposes. When a fault is resolved, the bidder will provide the City a written report.
- The City of Tshwane and the awarded bidder will have regular progress meetings on updates at no cost to the City of Tshwane.
- In a case when the main exchange switch or standby exchange switch is faulty bidder is expected to resolve to fault within 24 hours.
- The awarded bidder is expected to collect, repair and return all faulty radio equipment within 21 working days.
- The awarded bidder is expected to repair high site infrastructure within 48 hours from time when the incident is reported.
- All faults will only be closed after the problem has been fully resolved.

### **4.2.3 Software Updates and Upgrades**

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

## **4.3 SUPPLY AND INSTALLATION REQUIREMENTS**

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

The equipment offered should comply with the ETSI specifications for a TETRA system and it must meet the licensing requirements of the Independent Communications Authority of South Africa (ICASA). The new equipment offered must be able to interface with the existing City of Tshwane TETRA communication infrastructure, and it must be tested and proved to be working on the current City infrastructure at the cost of the bidder.

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

### **4.3.1 Collinear Antenna**

- Fiberglass collinear Omni-directional antennas are to be used on all base station transceivers at high sites. Parabolic antennas are to be used for point-to-point microwave links between high sites.
- The materials used in the construction of antennas and their support structures must be fit for purpose of considering the prevailing weather conditions.
- The design of antenna support structures should take into account the wind loading of all components of the structure, e.g. Antennas, feeders and associated hardware.
- All antenna mounting steelworks should be safely clamped to protect feeders and other semi-flexible items from damage by vibration throughout the projected life of the installation.
- Manufacturer's recommended feeder clamp spacing must be used from antenna to tower, tower to cable trays and cable trays into the buildings. Feeders must not be laid loose on cable trays, where necessary additional protection should be provided.

- The use of adhesive tape to fasten feeders to a structure is not permitted. Newly installed feeders must not be fastened to existing feeders or cables.
- Antennas must be mounted in a manner that does not impair their performance. When doing site installation, the spacing between antennas must be at least 1.5 meters apart to provide isolation in order to allow system inter-modulation product targets to be met.

#### **4.3.2 Stub Lattice Masts**

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

#### **4.3.3 RF Cables, Connectors and Ground Kits**

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

#### **4.3.4 Hardware Fittings**

- All metal structures and fittings must be of such material that is resistant to corrosion.
- Earth clamps, lugs, bolts and nuts etc. must be connected in such a way that they are tied and secured so that it does not compromise the earth connection.
- All metal clamps should be fabricated from either hot dip galvanized steel or stainless steel and must be firmly fitted to the supporting structure.

- All nuts, bolts and associated components should be stainless steel and incorporate either a plain washer and a spring washer and a nut, or a plain washer and lock nut. A light coating of grease should be applied to all nuts-and-bolts connections to allow ease of removal in the future.
- Construction drawings are required to be approved by the City of Tshwane before any items are installed.

#### **4.3.5 Sealing**

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

#### **4.3.6 Tower Earth Termination**

- A two meter high single spike galvanized steel rod with a cross section of 150mm<sup>2</sup> must be connected and bolted to the highest point of one of the lattice or concrete mast structural legs in order to protect the mast structure.
- All tower legs should be bonded to the buried ground ring surrounding the tower with copper clad strips of cross section 150mm<sup>2</sup>. Bonding should be made below ground level by means of braising the 150mm<sup>2</sup> copper clad conductors directly onto the lower end of the cage bolts of each leg using alloy braising rods.

#### **4.3.7 Bonding of Antennas and Equipment**

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

- The cable trenching should be backfilled by mixing the river sand, small concrete stones and cement with water and then compact the soil material back into the trench.

#### **4.3.8 Equipment layout.**

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

#### **4.3.9 Expansion of Tetra Network**

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

#### **4.4 Compliance of Equipment**

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

#### **4.5 High Site Electrical Supply Requirements**

- The electrical supply must be taken from the nominal 230V with  $\pm 10\%$  tolerance, 50 Hz single phase AC mains supply.
- The backup power supply is expected to supply all equipment in an event where main AC supply is interrupted.
- Standby power from a diesel generator of 12 kVA single phase that can operate for a minimum duration of 72 hours on a single tank.

- The Inverter must be of 5KVA with 5Kwh lithium (Li-Ion) battery capacity to operate the equipment for a minimum period of 4 hours without any mains supply.

## **5. WARRANTY OF EQUIPMENT**

- The bidder shall provide the City of Tshwane with a 12-month warranty on the radio communication equipment.
- The successful bidder will be given a maximum of 10 working days to repair the faulty radio equipment. The repair time starts the moment the equipment is received by the successful bidder.
- New defective equipment is expected to be replaced within the period of 14 business days by the service provider. The replacement time starts the moment the service provider receives the Notice of Defect.
- Defective Hardware under Warranty period must be covered for repairs free of charge in case of electrical, electronic or mechanical breakdown, i.e. an internal failure of the Hardware.
- All Hardware equipment under warranty that is declared beyond economical repair must be replaced by the bidder with a new equipment of the same or better standards, at no cost to the City of Tshwane.
- City of Tshwane will inform the bidder of all information related to hardware problem and comply with the Return Merchandise Authorization (RMA) procedure.
- The City of Tshwane reserves the right to return the equipment to the bidder whereby the cover and inner serial numbers do not match and the City will not accept new equipment that appear to have been tampered with.
- The bidder will be liable for any loss of equipment that has been sent for repairs or replacement.
- The bidder will cover for all costs of repaired or replaced equipment.

## **6. APPLICABLE STANDARDS**

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

## **7. SPECIFICATIONS OF EQUIPMENT**

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

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

### **7.1 Handheld Portable Radio**

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

#### **7.1.1 Display and User Interface**

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

The following features must be on the display menu:

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

#### **7.1.2 Keypad**

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

#### **7.1.3 Battery**

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

#### **7.1.4 Audio Performance**

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

#### **7.1.5 Selection Knob**

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

- Volume adjustable
- Channel selection for group calls

#### **7.1.6 Man-down button**

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

- Immobility detection

- Blind-find emergency detection

#### **7.1.7 Push to talk (PTT) button**

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

#### **7.1.8 Antenna**

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

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

#### **7.1.9 Radio characteristics**

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

The channel spacing between the frequencies must be 25KHz.

The RF power level accuracy of  $\pm 2$ dB.

The radio will have a transmitting power of 3Watts.

#### **7.1.10 Environmental Performance**

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

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

#### **7.1.11 Talk-group management**

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

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

#### **7.1.12 Voice Services**

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

The Group calls to be used when the individual departments communicate

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

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

It must have an independent volume control

#### **7.1.13 Data and messages services**

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

#### **7.1.14 Connectivity**

Handheld radio must operate under the following connectivity features:

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

#### **7.1.15 Accessories**

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

### **7.2 Mobile/Desktop Radio**

Radio must operate within 380 MHz – 430 MHz frequency band

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

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

#### **7.2.1 Display and User Interface**

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

The following features must be on the display menu:

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

#### **7.2.2 Keypad**

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

#### **7.2.3 Audio Performance**

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

#### **7.2.4 Selection Knob**

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

- Volume adjustable
- Channel selection for group calls

#### **7.2.5 Push to talk (PTT) microphone**

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

#### **7.2.6 Antenna**

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

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

#### **7.2.7 Radio characteristics**

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

The channel spacing between the frequencies must be 25KHz

RF power level accuracy of plus minus of 5dB

The radio will have a transmitting output power of 10Watts

#### **7.2.8 Mission critical calls**

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

#### **7.2.9 Intelligent Lighting**

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

#### **7.2.10 Data and messages services**

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

#### **7.2.11 Connectivity**

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

- Tetra voice and Data service
- The bottom connector for audio and data connection
- USB support for data loading and writing at front mounted connector use for programming software configuration.

- Three Connection accessory: one front mounted and two rear mounted audio accessories

### 7.2.12 Accessories

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

### 7.2.13 Environmental Performance

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

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

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

## 7.3 Tetra Base Station (TBS) Transceiver Specifications

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

Single power input and multiple output power

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

Operating temperature : ≤70°C

Storage temperature : ≤95°C

Transmitting Power : 40 watts (+46dBm)

### 7.3.1 Dynamic Receiver Sensitivity Levels

Base Station : - 106 dBm

### 7.3.2 Frequency Bands and Channel Arrangements

Frequency band : 380 – 430 MHz

Frequency channel band : 400 MHz reference frequency

Carrier Spacing : 25 kHz

Radio Channel number : 1

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

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

Duplex Spacing : 10 MHz

Tx Power Tolerance : ± 2.0 dB normal conditions

Channel access : 4 time slots (TDMA frame)

### 7.3.3 Modulation

Modulation scheme :  $\pi/4$  DQPSK

Modulation rate : 36 kbps

### 7.3.4 Base Station Requirements for Synchronization

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

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

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

## 7.4 Vandal Resistant Converted Container

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

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

Complete 12-way surface mount distribution board

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

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

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

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

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

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

## **7.5 TETRA Modem**

Type of device

### **TMO-100**

TETRA modem for serial communication  
TETRA device for SDS and Status Messages  
TETRA IP Router  
TETRA RTU

RF Output power

3 Watt @ 400MHz

Frequency Range

380 – 430 MHz

Serial Interfaces

COM:

RS-232, RS 485/422, Subin-D

AUX:

RS-232, RS 485, RJ12

Ethernet:

Ethernet – Interface 10/100 Mbit

Voice

Voice with Microphone Speaker Set (RJ45)

Operating Mode

SDS based data transfer  
Status message via alarm inputs  
Packet data based communication  
Circuit switch data

Protocols

Modbus-RTU, Modbus-TCP  
IEC-60870-5-101, IEC-60870-5-104  
DNP3, PakBus, Sinaut,  
Customer specific protocols

Field Strength Display

LED-Bargraph on the device

Operating Voltage

12 – 24 Volt DC +/- 20%

Current Consumption

Receive:

<50mA @ 24V

Transmit:

<80mA @ 12V

Enclosure

Anodized aluminium with plastic ends according to  
DIN 48330

Operating Temperature

-20°C to 65°C

Mounting

35mm DIN Rail

## **7.6 Land Mobile Radio Analyzer**

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

### **7.6.1 LMR Features**

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

## **7.7 Commercial LED Smart Display Monitor 65"**

### **7.7.1 LED Features**

- 65 inches LED backlight
- Smart monitor
- Active Area(mm) -1428.48(H) x 803.52(V)
- Aspect Ratio – 16:9
- Resolution – 3840x2160
- Operating system compatibility – Windows 10 & Android 6.0

### **7.7.2 External ports**

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

The monitor must have a range of wall mounting solutions.

## **7.8 Commercial LED Smart Display Monitor 55”**

### **7.8.1 LED Features**

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

### **7.8.2 External ports**

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

The monitor must have a range of wall mounting solutions.

## **7.9 Back-up Generator**

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

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

### **7.9.1 Sound & Weatherproof Enclosure**

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

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

### **7.9.2 Dimensions**

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

## **7.10 5KVA Inverter**

Max Configurable Power: 5KVA  
Output Voltage: 230V AC with  $\pm 10\%$  tolerance 50Hz

Battery Charge Power:	nominal output voltage 5 KWh Lithium (Li-Ion)
Interface Port(s):	SmartSlot

### 7.10.1 Control panel

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

### 7.10.2 Battery type

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

### 7.10.3 Audible Alarm

Alarm when on battery: distinctive low battery alarm.

## 7.11 IP Network Switch

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

### 7.11.1 Hardware Features

Standards and Protocols:	IEEE 802.3i, IEEE 802.3u, IEEE 802.3x
Interface:	16 10/100Mbps RJ45 Ports AUTO Negotiation/AUTO MDI/MDIX
Network Media:	10BASE-T: UTP cable category
Power Supply:	230VAC with $\pm 10\%$ tolerance, 50Hz
Power Consumption:	Maximum: 2.1W
Dimensions:	1U rack mountable
Package Contents:	16-Port 10/100Mbps Rack-mount Switch Power Cord Installation Guide Rack-mount Kit Rubber Feet

### 7.11.2 Performance

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

### 7.11.3 Microwave Radio Antenna

Operating Frequency: 2GHz – 42GHz

### 7.12 Hardware Features

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

### 7.13 Microwave Radio Indoor Unit

Frequency Band:	13GHz & 23G Hz Licensed band
Bandwidth:	CEPT/ETSI: 1.75, 3.5, 7, 14, 28MHz ANSI/FCC: 1.25, 2.5, 5, 10, 20, 30MHz
Capacity:	From 2Mbps up to 170Mbps Full duplex
Modulation Type:	QPSK, 8PSK, 16QAM, 32QAM, 64QAM, 128QAM, 256QAM
Output Power:	Up to 27dm
Network Management:	SNMP Enable
Remote Parameters:	Full range of SNMP, HTTP/web, CLI, serial Monitoring
Physical Dimensions:	1RU ETSI Compliant (19"FE+ 4E1/T1) IP 54 rated
Data and Aux Interface:	High density base with 8x10/100/1000 Ethernet Base-T (RJ45), 4x GigE SFP ports and 4x T1/E1 interfaces
Operational Power:	24 VDC or 48 VDC Operated Mains 230V AC with $\pm 10\%$ tolerance to DC power supply Available Power consumption: 20 – 200W

### 7.14 Microwave Radio Outdoor Unit

#### Frequency Range

Operating frequencies: 13GHz and 23GHz Licensed Band

#### Operational Specifications and Environment

- Power consumption: 20 – 200W
- DC Power: -24 to -60 Volts DC (-48V typically)
- Output power: Up to 27dbm
- Radio Configurations: 1+0, 1+1, 2+0

- Software controlled ODU functions
- Designed to meet FCC, ETSI and CE safety and emission standards
- Supports QPSK and 16 to 1024 QAM

### 7.15 Fiberglass collinear antenna

Frequency range 410–430 MHz -Gain 6.5 dBi

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

### 7.16 Cable Tray

#### 7.16.1 Welded Wire Mesh Cable Tray

To be used inside the equipment room

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

#### 7.16.2 Perforated Metal Cable Tray

To be used outside from mast to equipment room

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

### 7.17 Lattice Mast

#### 7.17.1 Self-support Mast Section Specification

Type:	Heavy Duty Hot dipped Galvanized Lattice mast with 8.8 High tensile bolts & nuts
Width between legs:	1100mm
Leg size:	60.3 x 4.0mm 300WA structural steel round

	tube
Cross Bracing:	38mm x 2.5mm 300WA structural steel round tube
Mass per 3 metre Section:	102.3 Kg
Design:	Lattice
Section:	Triangular
Access ladder:	Yes
Possible antenna load:	1
Wind speed tolerance:	≤ 200 km\h

### 7.17.2 Standards Applied

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

Design Code: SABS 0160 - 1989

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

Galvanising Standards: SANS 121: 2000/ ISO 1461:1999  
(SABS ISO1461) (SABS 763)

### 7.18 Tetra unit Power Supply

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

### 7.19 Tetra Cabinet

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

### 7.20 Fallback Site Controller

- Maintain service in the event of failure
- Must secure DMO mode with air interface encryption or end-end encryption

- Enabling direct terminal to terminal communication coverage
- Tetra group calls must continue to be supported

## **7.21 Synchronization Unit (TBS-SYN)**

- The TBS-SYN must contain one GPS receiver with a 3.3V DC power output on the receiver MCX (micro coaxial connector) for powering a remote active antenna.
- The TBS-SYN should be designed to be powered from one or two R-80x0 series base station transceivers.
- Connections to transceivers are made with star connected RJ-45 cables.
- The TBS-SYN must be 1RU ETSI Compliant
- Transmitting Frequency 410-430 MHz
- Operating voltage 18-36 Volts DC (=24 VDC nominal)
- Carrier Spacing 25 kHz
- Frequency Offset 12.5 kHz
- DQPSK Modulation
- Data Rate 36 kbps
- Max Tx Output Power 33 - 46 dBm (2.0 – 40 Wrms) adjustable in 1 dB steps

## **7.22 RX (Receiver)/TX (Transmitter) Combiner**

### **7.22.1 Cavity Combiner**

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

### **7.22.2 Hybrid Combiner**

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

## **7.23 RX multi-Coupler TX/RX Duplexer**

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

## **7.24 AC to DC Power supply for auxiliary Equipment**

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

### **7.25 RF Coaxial cables**

- 7/8" 50Ω cable
- 1/2", 50Ω cable
- LMR400, 50Ω cable
- RG58, 50Ω cable

### **7.26 Coaxial cable Connectors**

- BNC male connector for (RG58)
- N-Type male connector for (7/8")
- N-Type male connector for (1/2")
- N-Type male connector for (LMR400)
- N-Type male connector for (RG58)

## **7.27 TETRA SYSTEM SOFTWARE SPECIFICATIONS**

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

### **7.27.1 Network Management System (NMS) Software**

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

The Network Management System consists of:

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

### **7.27.2 Network Management System Software Package Documentation**

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

### **7.27.3 Features**

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

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

### **7.27.4 NMS Software Package Documentation**

In a case where a new software package is to be supplied, a manual must be accompanied with the supplied software package that describes the installation and operation of the base stations monitoring software.

#### **7.27.5 Base Station Monitoring Software**

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

#### **7.27.6 Base Stations Monitoring Software Package Documentation**

In a case where a new software package is to be supplied, a manual must be accompanied with the supplied software package that describes the installation and operation of the base stations monitoring software.

The site window consists of the following

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

#### **7.27.7 Site requirements**

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

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

## **7.28 Voice-data logging System**

### **7.28.1 Background**

The Voice-data Logging System consists of the following:

- The Voice Logging Client (PC), the Voice Logging Server and the Voice Logging Client software.

- A Personal Computer (PC) with the Windows 10 operating system, Hard Disk Drive, USB 2.0 port, Ethernet, sound, monitor, keyboard and mouse. An external speaker should be connected to the PC.
- A server system with the Linux operating system, Hard Disk Drive, USB 2.0 port and Ethernet.
- A HASP key. This is a secure USB key that protects software against piracy by allowing access to and execution of the Voice Logging software only if a HASP key with valid licence is connected to the PC.
- Server PC 1U, 2 slot, single AC-Power Supply unit & voice logging server with 32 port licenses.
- Voice Logging Client (VLC) software version: 4.10.

### **7.28.2 General**

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

### **7.28.3 Voice Logging Client (VLC) Software Features**

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

## **7.29 LDS (Line Dispatch Station)**

### **7.29.1 Background**

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

### **7.29.2 General**

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

## **7.30 LDS (Line Dispatch System) Software Features**

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

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

## **7.31 Radio Location Software**

### **7.31.1 General**

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

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

### **7.31.2 Software Features**

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

### **7.31.3 Radio Programming Software**

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

### **7.31.4 RF Propagation Simulation Software**

The Simulation software must show the behavior of radio waves as they travel, or are propagated, from one point (high site) to another or into various parts of the selected terrain. The software must have several different types of propagation that are used in practical radio transmission systems including line-of-sight propagation, which means radio waves which travel in a straight line from the transmitting antenna to the receiving antenna and that can also be used for medium-distance radio transmission, such as cell phones, TETRA radios, wireless networks, FM radio, television broadcasting, radar, and satellite communication.

## **7.32 Materials and Workmanship**

### **General**

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

## **7.33 Quality Management**

### **7.33.1 Applicable Quality Assurance Standards**

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

### **7.33.2 Quality Assurance Staff**

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

### **7.33.3 Design and Standardization**

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

#### **7.33.4 Occupational Health and safety System**

The service provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and it indemnifies the City against any claim which may arise in respect of such act by its personnel against the City.

#### **7.33.5 Environmental Conditions**

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

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

#### **7.34 Maintenance**

The system shall be installed on the City's premises

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

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

#### **7.35 Demonstration and Pilot Testing**

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

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

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

#### **7.36 Compliance to specifications**

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

#### **7.37 Installation of Equipment**

Equipment shall be mounted for maximum accessibility and visibility.

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

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

## **8. Test, strip, assess and quote**

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

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

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

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

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

When the radio terminals, Microwave radio equipment and Tetra equipment cannot be repaired or when it is too costly compared with new prices to be repaired the equipment must be completely assembled again, without the omission of any parts, clearly marked on a tag the workshop name and job number and together with the assessment report delivered back to the workshop at the Electronics Services. A separate assemble price is provided for in the price schedule.

All the repair/replacement work on the Tetra equipment must be done in accordance with the applicable ETSI standards (refer to applicable standards item 6).

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

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

**9. Time required for the work**

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

The duration schedule shall be completed for that purpose.

Bidders must fill the table below to indicate the duration of repair work on specified items.

**Item 1: Duration schedule for radio terminals**

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

**Item 2: Duration schedule for microwave equipment**

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

**Item 3: Duration schedule for Tetra equipment**

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

**10. Guarantee and defects**

The Contractor shall guarantee the satisfactory operation of the complete repair work and accept liability for the manufacture’s defects that may appear in design, materials and workmanship.

Any fault occurring within the guarantee period during installation or commissioning process of this contract shall automatically be deemed an inherent defect. Such an

inherent defect shall be fully rectified to the satisfaction of the Deputy Director:  
Electronic systems management at the cost of the Contractor.

### 11. Safety

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

### 12. Property of the CoT

The equipment in the workshop of the contractor must clearly be marked by the contractor as the "Property of the City of Tshwane". The equipment must immediately be returned to the Electronics Services workshop in case of liquidation or for whatever other reason the workshop of the contractor is closed.

## 13. STAGES OF EVALUATION

**Stage 1:** Administrative compliance

**Stage 2:** Mandatory Requirements

**Stage 3:** Interoperability Technical Evaluation

**Stage 4:** Preference Points System

### 13.1 Stage 1: Administrative Compliance

All the bids will be evaluated against the Administrative requirements as set out in the list of returnable documents

<b>Compulsory Returnable Documentation (Submission of these are compulsory)</b>	<b>Submitted (YES or NO)</b>	<b>Checklist (Guide for Bidder and the Bid Evaluation Committee)</b>
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"><li>• A copy of their Tax Clearance Certificate (TCS); or</li><li>• Indicate their tax compliance status PIN.</li></ul>		TCS must be in the same business name as the bidding company.  TCS must be valid.  Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.

<b>Compulsory Returnable Documentation (Submission of these are compulsory)</b>	<b>Submitted (YES or NO)</b>	<b>Checklist (Guide for Bidder and the Bid Evaluation Committee)</b>
<p>c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area</p>		<p>Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?</p>
<p>d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area</p>		<p>Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?</p>
<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p>		<p>All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex")</p>

<b>Compulsory Returnable Documentation (Submission of these are compulsory)</b>	<b>Submitted (YES or NO)</b>	<b>Checklist (Guide for Bidder and the Bid Evaluation Committee)</b>
<p><b>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></b></p>		<p>corrections, no pencil, no other color ink, or <b>non-submission of the above</b>, will be considered)?</p>
<p>f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old.</p> <p><b>NB:</b> The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>	<p>N/A</p>	<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p><b>NB:</b> It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant?</p> <p>Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
of the contract unless prior approval is obtained from the City.		
h) Bidder attended a compulsory briefing session where applicable		<p>A compulsory briefing register must be signed by the bidder.</p> <p><b>Bidders will be disqualified should they fail to attend compulsory briefing session</b></p>
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p><b>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</b></p> <p><b>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</b></p>

### 13.2 Stage 2: Mandatory Requirements

Bidders are required to submit the following, and failure to submit will result in the bidder being disqualified.

Item	Mandatory	Item Submitted (Yes <input type="checkbox"/> /No <input type="checkbox"/> mark with x
------	-----------	--

<b>ICASA</b>	Bidders must submit a certificate of approval from the Independent Communication Authority of South Africa (ICASA) for the use of Radio terminals and / or Radio equipment offered and must be submitted with the bid documents	Please provide evidence in Annexure D1
		Item Submitted (Yes <input type="checkbox"/> /No <input type="checkbox"/> mark with x
<b>OEM</b>	It is mandatory that the bidders have proof in writing in the form of a signed letter with template that they have the support of the Original Equipment Manufacturer (OEM) of the TETRA equipment infrastructure. This only applies if the bidder is not the Original Equipment Manufacturer	Please provide evidence in Annexure D2

### 13.3 Stage 3: Interoperability Technical Evaluation

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

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

The City is currently using Sepura and Teltronic brand radio terminals. And Rohill TETRA equipment, therefore if bidders are supplying a different brand of TETRA equipment, the bidders must submit a copy Interoperability (IOP) letter issued by OEM or ETSI TETRA Association to prove interoperability and site testing will be done to ensure that the City will have an uninterrupted and full functional TETRA network operation with existing equipment.

**The Interoperability (IOP) letter must be attached in ANNEXURE D3**

**NOTE:** For evaluation purposes, SCHEDULE A1 and SCHEDULE A2 will be done by the COT official during site testing.

### SCHEDULE A1: Radio Terminals for Interoperability Testing

Bidders are required to meet all requirements specified in the table below, and failure to meet any requirements specified will result in the bidder being disqualified.

**FOR OFFICIAL USE ONLY: This section will be performed by a competent COT Technician, Engineer and BEC member/s.**

Radio Terminal Type <small>(Please tick)</small>			Radio Make & Model				Serial No:				
Hand Radio	Mobile	Desktop Mount									
RSSI level		Signal Transmit Power 1.8watts – Hand Radio / 10watts – Mobile / 10watts – Desk Mount			GPS Coordinates		Date &Time				
Operating Mode		TMO						DMO			
PT- Positive Test NT-Negative Test <small>(PLEASE TICK APPLICABLE BOX)</small>		Group Call		Full Duplex Individual Call		SMS / SDS		Transmitting power		Group Call	
		PT	NT	PT	NT	PT	NT	PT	NT	PT	NT
Comments											
Name of Testing Official <small>(COT official):</small>			Test Verdict:				Signature:				

### SCHEDULE A2: TETRA Base Station Interoperability Testing

Bidders are required to meet all requirements specified in the table below, and failure to meet any requirements specified will result in the bidder being disqualified.

**FOR OFFICIAL USE ONLY: This section will be performed by a competent COT Technician, Engineer and BEC member/s.**

Base Station Equipment		Radio Make & Model				Serial No:				
RSSI level			GPS Coordinates			Date & Time				
Operating Mode		Trunking Mode								
PT- Positive Test NT-Negative Test  (PLEASE TICK APPLICABLE BOX)	Interoperate with other base stations		Interoperate with TETRA terminals		Transmitting power of 25watts (44dBm)		Interoperate with TETRA NMS		Interoperate with current software applications	
	PT	NT	PT	NT	PT	NT	PT	NT	PT	NT
Comments										
Name of Testing Official (COT official):			Test Verdict:				Signature:			

## 1. Type of Bidder and Equipment Brand Indication Table

Bidders must indicate on the table below whether they are Original Equipment Manufacturer (OEM) or Distributors of the items offered. Please refer to the specifications and item description in the pricing schedule.

In the table below bidders must provide the product list and technical data sheet in response to the specification requirements. It is equally important for bidders to indicate the brand, make and/or model of the items to be offered.

ONLY items that are equivalent or better than the specified items in the pricing schedule will be considered.

Item	Description	Brand Make and Model	Indicate whether bidder is OEM / Distributor
A1 (1)	Desktop Base Radio		
A1 (2)	Mobile Radio		
A1 (3)	Antenna (Handheld Radio Portable)		
A1 (4)	Antenna (Mobile Vehicle Radio)		
A1 (5)	Antenna (Desktop Magnet Base)		
A1 (6)	Battery (Handheld Portable Radio)		
A1 (7)	Desktop Charger for Portable Radio		
A1 (8)	Vehicle Charger for Portable Radio		
A1 (9)	Microphone/Speaker		
A1 (10)	Handheld Portable Radio		
A1 (11)	Handheld radio Leather protective pouch		
A1 (12)	Earpiece (for motor bikers)		
A1 (13)	Radio Programming Software		

<b>Item</b>	<b>Description</b>	<b>Brand Make and Model</b>	<b>Indicate whether bidder is OEM / Distributor</b>
<b>A2 (1)</b>	TMO-100 (Tetra Modem)		
<b>A2 (2)</b>	Tetra Cell Enhancer		
<b>A2 (3)</b>	Master Land Mobile Radio Modulation Analyzer (Tetra Test Equipment)		
<b>A2 (4)</b>	55" Commercial LED Smart Display Monitor		
<b>A2 (5)</b>	65" Commercial LED Smart Display Monitor		
<b>A2 (6)</b>	IP Network Switch (16 Port)		

<b>Item</b>	<b>Description</b>	<b>Brand Make and Model</b>	<b>Indicate whether bidder is OEM / Distributor</b>
<b>B1 (1)</b>	Microwave Radio Indoor Unit		
<b>B1 (2)</b>	Microwave Radio Outdoor Unit		
<b>B1 (3)</b>	Microwave Radio Antenna (30cm or 60cm)		
<b>B1 (14)</b>	AC to DC Power Supply 48V <sub>DC</sub>		

<b>Item</b>	<b>Description</b>	<b>Brand Make and Model</b>	<b>Indicate whether bidder is OEM / Distributor</b>
<b>B2 (1)</b>	Radio Locating Software		
<b>B2 (2)</b>	Line Dispatcher Software		
<b>B2 (3)</b>	Base Station Monitoring Software		
<b>B2 (4)</b>	NMS Software		
<b>B2 (5)</b>	Voice & Data Logging Software		
<b>B2 (6)</b>	RF propagation simulation software		

<b>Item</b>	<b>Description</b>	<b>Brand Make and Model</b>	<b>Indicate whether bidder is OEM / Distributor</b>
<b>B3 (1)</b>	5KVA Inverter		
<b>B3 (2)</b>	12 KVA Backup Generator		

<b>Item</b>	<b>Description</b>	<b>Brand Make and Model</b>	<b>Indicate whether bidder is OEM / Distributor</b>
<b>B4 (1)</b>	Tetra unit Power Supply		
<b>B4 (2)</b>	Fallback Site Controller		
<b>B4 (3)</b>	SYNC Unit		
<b>B4 (4)</b>	TBS Transceiver		
<b>B4 (5)</b>	RX/TX Combiner		
<b>B4 (6)</b>	RX multi Coupler TX/RX Duplexer		
<b>B4 (7)</b>	TNX Switch		

<b>B4 (8)</b>	Voice logging server		
<b>B4 (9)</b>	Voice and data Dispatcher server		
<b>B4 (10)</b>	Coverage plot server		
<b>B4 (11)</b>	IP telephony interface		

### 13.4 Stage 4: Preference Points System

The preferential point system used will be the 80/20 or 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 80/90 points for price
- 20/10 points for Specific goals

#### Specific Goals

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80/90 for price only and zero (0) points out of 20/10 for specific goals.
- Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	90/10 preference point system	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> <li>• Level 1</li> <li>• Level 2</li> <li>• Level 3</li> <li>• Level 4</li> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Points</li> <li>• 3.5 Points</li> <li>• 3 Points</li> <li>• 2.5 Points</li> <li>• 2 Points</li> <li>• 1.5 Points</li> <li>• 1 Point</li> <li>• 0.5 Points</li> <li>• 0 Points</li> </ul>	<ul style="list-style-type: none"> <li>• 8 Points</li> <li>• 7 Points</li> <li>• 6 Points</li> <li>• 5 Points</li> <li>• 4 Points</li> <li>• 3 Points</li> <li>• 2 Points</li> <li>• 1 Point</li> <li>• 0 Points</li> </ul>	Valid Certified copy of BBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate.
EME and/ or QSE	<ul style="list-style-type: none"> <li>• 1 Point</li> </ul>	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	<ul style="list-style-type: none"> <li>• 1 Point</li> </ul>	2 Points	Certified copy of Identity Document/s <b>and</b> proof of

			ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	<ul style="list-style-type: none"> <li>1 Point</li> </ul>	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	<ul style="list-style-type: none"> <li>1 Point</li> </ul>	2 Point	Certified copy of Identity Document/s <b>and</b> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> <li>City of Tshwane</li> <li>Gauteng</li> <li>National</li> </ul>	2 Points 1 Point 1 Point	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

## 14. PRICING SCHEDULE

### General

- The descriptions in this Price Schedule shall be read in conjunction with the specification
- For evaluation purposes, the bid will be awarded to the highest scoring bidder. Bidders will be disqualified if no unit price is provided per item within a section.
- For evaluation purposes, bidders must take note that this pricing schedule has estimated quantities

### 14.1 PART A (Supply and repairs of radio terminals and peripheral equipment)

**Table A1: Radio Terminals (Supply and delivery)**

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	<b>Desktop Radio</b> (Kit includes: Radio, Mic, Speaker, Antenna, , interface cables, Power supply unit 220V ac –	each	10		

	12V dc, mounting bracket & housing)				
2	<b>Mobile Radio</b> (Kit includes: Radio, Mic, Speaker, Antenna, , interface cables, GPS antenna mounting bracket & housing)	each	50		
3	<b>Antenna (Handheld Radio Portable)</b>	each	10		
4	<b>Antenna (Mobile Vehicle Radio)</b>	each	10		
5	<b>Antenna (Desktop Magnet Base)</b>	each	10		
6	<b>Battery (Handheld Portable Radio)</b>	each	100		
7	<b>Desktop Charger for Portable Radio</b>	each	10		
8	<b>Vehicle Charger for Portable Radio</b>	each	50		
9	<b>Microphone / Speaker</b>	each	20		
10	<b>Handheld Portable Radio</b> (Kit includes: Antenna, Battery, Charger)	each	100		
11	<b>Handheld radio Leather protective pouch</b>	each	100		
12	<b>Earpiece</b> (for motor bikers)	each	50		
13	<b>Programming software for radio</b>	each	1		
14	<b>Training of COT personnel (for programming Radio Terminals)</b>	Per person	5 people		
<b>SUBTOTAL EXCLUDING VAT</b>					

**Table A2: Peripheral Equipment (Supply and delivery)**

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	<b>TMO-100 (Tetra Modem)</b>	each	1		
2	<b>Tetra Cell Enhancer</b>	each	1		
3	<b>Master Land Mobile Radio Modulation Analyzer (Tetra Test Equipment)</b>	each	1		
4	<b>55"Commercial LED Smart Display Monitor</b>	each	10		
5	<b>65"Commercial LED Smart Display Monitor</b>	each	10		
6	<b>IP Network Switch (16 Port)</b>	each	10		
<b>SUBTOTAL EXCLUDING VAT</b>					

**N.B** Bidders must note that they will have to submit a quote first, only after the COT approves the quote can the bidder commence with repairs.

**Table A3: Radio Terminals (Repairs)**

**NOTE: Y= R10 000.00 This figure is an estimated value for the OEM cost which is for evaluation purposes only.**

ITEM NO	DESCRIPTION	Price to test, strip, assess and submit report (a)	OEM replacement parts mark-up percentage (to replace the broken parts) The limited markup percentage is limited to a maximum of 10%.	Repair and reassembly and test of Tetra radio terminals	Total each (excl VAT)
			% (b)	Labour (c)	
1	Desktop Base Radio				
2	Mobile Radio				
3	Portable Radio				
<b>SUBTOTAL EXCLUDING VAT</b>					

**Table A4: Tetra Peripheral Equipment (Repairs)**

**NOTE: Y= R10 000.00 This figure is an estimated value for the OEM cost which is for evaluation purposes only.**

ITEM NO	DESCRIPTION	Price to test, strip, assess and submit report (a)	OEM replacement parts mark-up percentage (to replace the broken parts) The limited markup percentage is limited to a maximum of 10%.	Repair and reassembly and test of Tetra radio terminals	Total each (excl VAT)
			% (b)	(c)	
1	55"Commercial LED Smart Display Monitor				
2	65"Commercial LED Smart Display Monitor				
<b>SUBTOTAL EXCLUDING VAT</b>					

**NOTE:** Bidders need to fill the summary table below in accordance with the sections (part A ) they are bidding for.

<b>SECTION</b>		<b>TOTAL</b>
<b>PART A</b>		
<b>Table A1</b>	SUBTOTAL EXCLUDING VAT	R
<b>Table A2</b>	SUBTOTAL EXCLUDING VAT	R
<b>Table A3</b>	SUBTOTAL EXCLUDING VAT	R
<b>Table A4</b>	SUBTOTAL EXCLUDING VAT	R
<b>PART A - TOTAL EXCLUDING VAT</b>		R
VAT 15%		R
<b>PART A - TOTAL INCLUDING VAT</b>		R

**14.2 PART B** (Supply, repairs and maintenance of TETRA equipment, microwave equipment, back-up power equipment, high site maintenance, software and online support services)

**N.B** Bidders must take note that this pricing schedule has estimated quantities for evaluation purposes ONLY.

**Table B1: Microwave Radio Equipment (Supply and delivery)**

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	<b>Microwave Radio Indoor Unit</b>	each	10		
2	<b>Microwave Radio Outdoor Unit</b>	each	10		
3	<b>Microwave Radio dish Antenna (30cm or 60cm)</b>	each	10		
4	<b>Coaxial RF Cable (LMR 400)</b>	per meter	100 meters		
5	<b>Coaxial RF Cable (RG 58)</b>	per meter	100 meters		
6	<b>Coaxial RF Cable (1/2")</b>	per meter	100 meters		
7	<b>Coaxial RF Cable (7/8")</b>	per meter	100 meters		
8	<b>BNC Male Connector for (RG 58)</b>	each	20		
9	<b>N-Type Male Connector for (LMR 400)</b>	each	20		
10	<b>N-Type Male Connector for (RG 58)</b>	each	20		
11	<b>N-Type Male Connector for (1/2")</b>	each	20		
12	<b>N-Type Male Connector for (7/8")</b>	each	20		
13	<b>Fiberglass collinear antenna</b>	each	10		
14	<b>AC to DC Power Supply 48V<sub>DC</sub> output</b>	each	20		
15	<b>Training of COT personnel</b> (Microwave Radio Equipment Configuration & commissioning) <b>course</b>	per person	5 people		
<b>SUBTOTAL EXCLUDING VAT</b>					

**Table B2: Software (Supply and installation)**

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	Radio Locating Software	each	1		
2	Line Dispatcher Software	each	1		
3	Base Station Monitoring Software	each	1		
4	NMS Software	each	1		
5	Voice & Data Logging Software	each	1		
6	RF propagation simulation software	each	1		
<b>SUBTOTAL EXCLUDING VAT</b>					

**Table B3: Backup Power (Supply and installation)**

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	5KVA Inverter (with 5Kwh lithium battery backup power system)	each	5		
2	12 KVA Backup Generator	each	5		
<b>SUBTOTAL EXCLUDING VAT</b>					

**Table B4: Tetra Equipment (Supply and delivery)**

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	Tetra unit Power Supply	each	2		
2	Fallback Site Controller	each	2		
3	SYNC Unit	each	2		
4	TBS Transceiver	each	4		
5	RX/TX Combiner	each	2		
6	RX multi Coupler TX/RX Duplexer	each	2		
7	TNX Switch	each	2		
8	Voice logging server	each	2		
9	Voice and data Dispatcher server	each	2		
10	Coverage plot server	each	2		

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
11	IP telephony interface	each	2		
12	Tetra System (Training of personnel) course	per person	5 people		
<b>SUBTOTAL EXCLUDING VAT</b>					

**Table B5: Tetra High Site Civil Works (Supply and installation)**

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
1	Vandal Resistant Steel Container grade A	each	4		
2	Vandal Resistant Steel Container grade B	each	4		
3	Cable tray-welded wire mesh	per meter	100 meters		
4	Cable tray – perforated metal	per meter	100 meters		
5	Lattice Mast Complete	per meter	40 meters		
6	Earthing	per meter	40 meters		
<b>SUBTOTAL EXCLUDING VAT</b>					

**N.B** Bidders must note that they will have to submit a quote first, only after the COT approves the quote can the bidder commence with repairs.

**Table B6: Microwave Radio Equipment (Repairs)**

**NOTE:** Y= R10 000.00 This figure is an estimated value for the OEM cost which is for evaluation purposes only.

ITEM NO	DESCRIPTION	Price to test, strip, assess and submit report (a)	OEM replacement parts mark-up percentage (to replace the broken parts) The limited markup percentage is limited to a maximum of 10%.	Repair and reassembly and test of Tetra radio terminals	Total each (excl VAT)
			% (b)	Labour (c)	
1	Microwave Radio Indoor Unit				
2	Microwave Radio Outdoor Unit				
<b>SUBTOTAL EXCLUDING VAT</b>					

**Table B7: Tetra Equipment (Repairs)**

**NOTE: Y= R10 000.00 This figure is an estimated value for the OEM cost which is for evaluation purposes only.**

ITEM NO	DESCRIPTION	Price to test, strip, assess and submit report (a)	OEM replacement parts mark-up percentage (to replace the broken parts) The limited markup percentage is limited to a maximum of 10%.	Repair and reassembly and test of Tetra radio terminals	Total each (excl VAT)
			% (b)	Labour (c)	(a)+[(b) x (Y)] + (c)
<b>1</b>	<b>BASE STATION</b>				
1.1	Tetra unit Power Supply				
1.2	Fallback Site Controller				
1.3	SYNC Unit				
1.4	TBS Transceiver				
1.5	RX/TX Combiner				
1.6	RX multi Coupler TX/RX Duplexer				
<b>2</b>	<b>TNX SWITCH</b>				
2.1	Tetra Exchange Switch Processor unit				
2.2	Voice logging server				
2.3	Voice and data Dispatcher server				
2.4	Coverage plot server				
2.5	IP telephony interface				
<b>SUBTOTAL EXCLUDING VAT</b>					

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

**Table B8: Online Support**

ITEM NO	DESCRIPTION	Rate	QTY Estimated hours	UNIT RATE PRICE (EXCL VAT)	TOTAL RATE PRICE (EXCL VAT)
<b>1</b>	<b>Online or Over the phone Support Service from 3<sup>rd</sup> level help desk facility</b>	Per hour	100		
<b>SUBTOTAL EXCLUDING VAT</b>					

**Note:** Bidders must take note that this pricing schedule has estimated quantities and estimated rates for evaluation purposes ONLY..

**Note:** The supply, maintenance and repairs of a 12KVA back-up generator will apply only if the existing tender is unable to supply the indicated item.

**Table B9: Onsite Support for routine maintenance (Tetra high sites)**

ITEM NO	DESCRIPTION	UNIT	QTY	Unit Rates (excl VAT)	Total Rates (excl VAT)
<b>1</b>	<b>WORK SCHEDULE</b>				
1.1	Annual Planned maintenance of tetra equipment	Per site	1		
1.2	Annual Planned maintenance of 5 KVA Inverter	each	1		
1.3	Annual Planned maintenance of 12 KVA Backup Generator	each	1		
1.4	Annual planned maintenance of Vandal Resistant Steel Container	each	1		
1.5	Annual planned maintenance of Lattice Mast	each	1		
ITEM NO	DESCRIPTION	Rate	Worked hours	UNIT RATE PRICE (EXCL VAT)	TOTAL RATE PRICE (EXCL VAT)
<b>1.7</b>	<b>PERSONNEL</b>				
1.7.1	Project Manager	Per hour	<b>200</b>		
1.7.2	Engineer	Per hour	<b>200</b>		
1.7.3	Technician	Per hour	<b>200</b>		
1.7.4	Artisan	Per hour	<b>200</b>		
1.7.5	General Worker	Per hour	<b>200</b>		
<b>SUBTOTAL EXCLUDING VAT</b>					

**NOTE:** Bidders will be requested to do software upgrade as and when required.

**Table B10: Software Upgrade**

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (excl VAT)	TOTAL PRICE (excl VAT)
<b>1</b>	Radio Locating Software	each	Once off (1)		
<b>2</b>	Line / Call Dispatcher Software	each	Once off (1)		
<b>3</b>	Base Station Monitoring Software	each	Once off (1)		

<b>4</b>	<b>TETRA NMS Software</b>	each	Once off (1)		
<b>5</b>	<b>Voice &amp; Data Logging Software</b>	each	Once off (1)		
<b>SUBTOTAL EXCLUDING VAT</b>					

**NOTE:** Bidders need to fill the summary table below in accordance with the sections (part B) they are bidding for.

<b>SECTION</b>		<b>TOTAL</b>
<b>PART B</b>		
TABLE B1	SUBTOTAL EXCLUDING VAT	R
TABLE B2	SUBTOTAL EXCLUDING VAT	R
TABLE B3	SUBTOTAL EXCLUDING VAT	R
TABLE B4	SUBTOTAL EXCLUDING VAT	R
TABLE B5	SUBTOTAL EXCLUDING VAT	R
TABLE B6	SUBTOTAL EXCLUDING VAT	R
TABLE B7	SUBTOTAL EXCLUDING VAT	R
TABLE B8	SUBTOTAL EXCLUDING VAT	R
TABLE B9	SUBTOTAL EXCLUDING VAT	R
TABLE B10	SUBTOTAL EXCLUDING VAT	R
<b>PART B - TOTAL EXCLUDING VAT</b>		R
VAT 15%		R
<b>PART B - TOTAL INCLUDING VAT</b>		R

## **MATERIAL NUMBERS**

200000040356	RADIO DESKTOP BASE
200000040357	RADIO MOBILE
200000040348	ANTENNA RADIO HANDHELD
200000040349	ANTENNA RADIO MOBI VEHIC
200000040347	ANTENNA RADIO DESKTOP MAGN
200000040350	BATTERY RADIO PORTABLE
200000040351	CHARGER RADIO DESKTOP
200000040352	CHARGER RADIO VEHICLE
200000040354	MICROPHONE/ SPEAKER
200000040358	RADIO PORTABLE HANDHELD
200000040355	POUCH RADIO HANDHELD
200000040353	EAR PIECE
3031253	SOFTW RADIO PROGRAMMING
3031254	TRNG RADIO TERMINAL PROG

200000040361	MODEM TETRA
200000040360	ENHANCER CELL TETRA
200000040359	ANALYZER MASTER LAND MOBI
200000040362	MONITOR COMMERCIAL LED 55"
200000040363	MONITOR COMMERCIAL LED 65"
200000040364	SWITCH NETWORK IP 16 PORT
3031208	REP RADIO DESKTOP BASE
3031209	REP RADIO MOBILE
3031210	REP RADIO PORTABLE
3031211	REP MONITOR DISPLAY 55"
3031212	REP MONITOR DISPLAY 65"
200000040377	RADIO MICROWAVE I/D UN
200000040378	RADIO MICROWAVE O/D UN
200000040366	ANTENNA RADIO 30/60CM
200000040369	CBL RF COXIAL LMR 400
200000040370	CBL RF COXIAL RG 58
200000040367	CBL RF COXIAL 1/2"
200000040368	CBL RF COXIAL 7/8"
200000040371	CONNECTOR MAL BNC
200000040375	CONNECTOR MAL N TP LMR400
200000040374	CONNECTOR MAL N TP RG 58
200000040372	CONNECTOR MAL N TP 1/2"
200000040373	CONNECTOR MAL N TP 7/8"
200000040365	ANTENNA COLLINEAR FGL
200000040376	POWER SUPPLY AC-DC 48V DC
3031255	TRNG CONFIG RADIO EQPT
3031213	INSTL SOFW RADIO LOCATING
3031214	INSTL SOFW LINE DISPATCH
3031215	INSTL SOFW BASE STA MON
3031216	INSTL SOFW NMS
3031217	INSTL SOFW V&D LOGGING
3031218	INSTL SOFW RF PROPAGATION
3031219	INSTL UPS 5KVA
3031220	INSTL GENERATOR BU 12KVA
200000040383	TETRA POWER SUPPLY
200000040380	TETRA CONTROLLER FALLBACK
200000040388	TETRA SYNC UNIT
200000040389	TETRA TRANCEIVER TBS
200000040379	TETRA COMBINER RX/TX
200000040381	TETRA COUPLER MULTI RX
200000040387	TETRA SWITCH TNX
200000040386	TETRA SERVER LOGGIN VOICE
200000040385	TETRA SERVER DISPATCH V&D
200000040384	TETRA SERVER COVERAGE PLOT
200000040382	TETRA INTERFACE TEL IP
3031256	TRNG TETRA SYSTEM
200000040383	TETRA POWER SUPPLY
3031221	INSTL CNTNR STL GRD A
3031222	INSTL CNTNR STL GRD B
3031223	INSTL CBL TRAY WIRE MESH

3031224	INSTL CBL TRAY PERFORATED
3031225	INSTL MAST LATTICE COMPL
3031226	INSTL TETRA SITE EARTHING
3031227	REP MICROWAVE RADIO I/D UN
3031228	REP MICROWAVE RADIO O/D UN
3031229	REP BASE ST TETRA PWR SUPL
3031230	REP BASE ST CNTLR FALLBACK
3031231	REP BASE ST SYNC UNIT
3031232	REP BASE ST TRX TBS
3031233	REP BASE ST COMBINER RX/TX
3031234	REP BASE ST DUPLEXER TX/RX
3031235	REP SWITCH TX PROCESSOR
3031236	REP SWITCH TX SERVER VOICE
3031237	REP SWITCH TX SERVER V&D
3031238	REP SWITCH TX SERVER COVER
3031239	REP SWITCH TX INTERFACE IP
3031235	REP SWITCH TX PROCESSOR
3031240	SUPP ONLINE/PHONE
3031241	MAINT PLANNED/PREVENTATIVE
3031242	MAINT TETRA UPS 6KVA
3031243	MAINT TETRA GENERATOR 12KVA
3031244	MAINT TETRA CNTNR STL
3031245	MAINT TETRA MAST LATTICE
3031247	UPG SOFTW RADIO LOCATING
3031248	UPG SOFTW CALL DISPATCHER
3031249	UPG SOFTW BASE STA MON
3031250	UPG SOFTW NMS
3031251	UPG SOFTW V&D LOGGING

## 15. AWARD

This tender consists of two parts, that is Part A and Part B

This tender will be awarded per part and not per item.

## 16. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. CoT shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

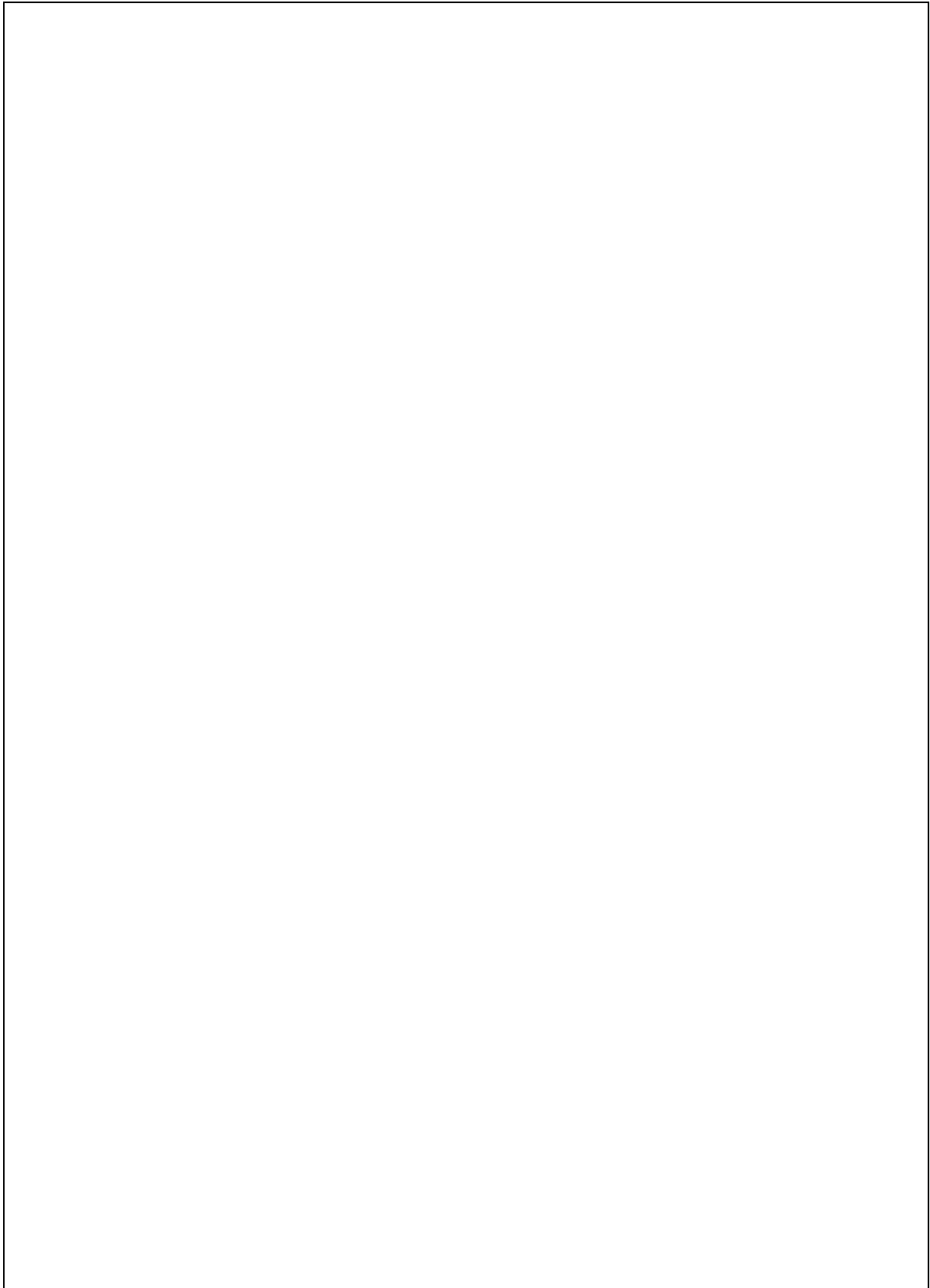
## 17. MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified based on being non-responsive. If they confirm

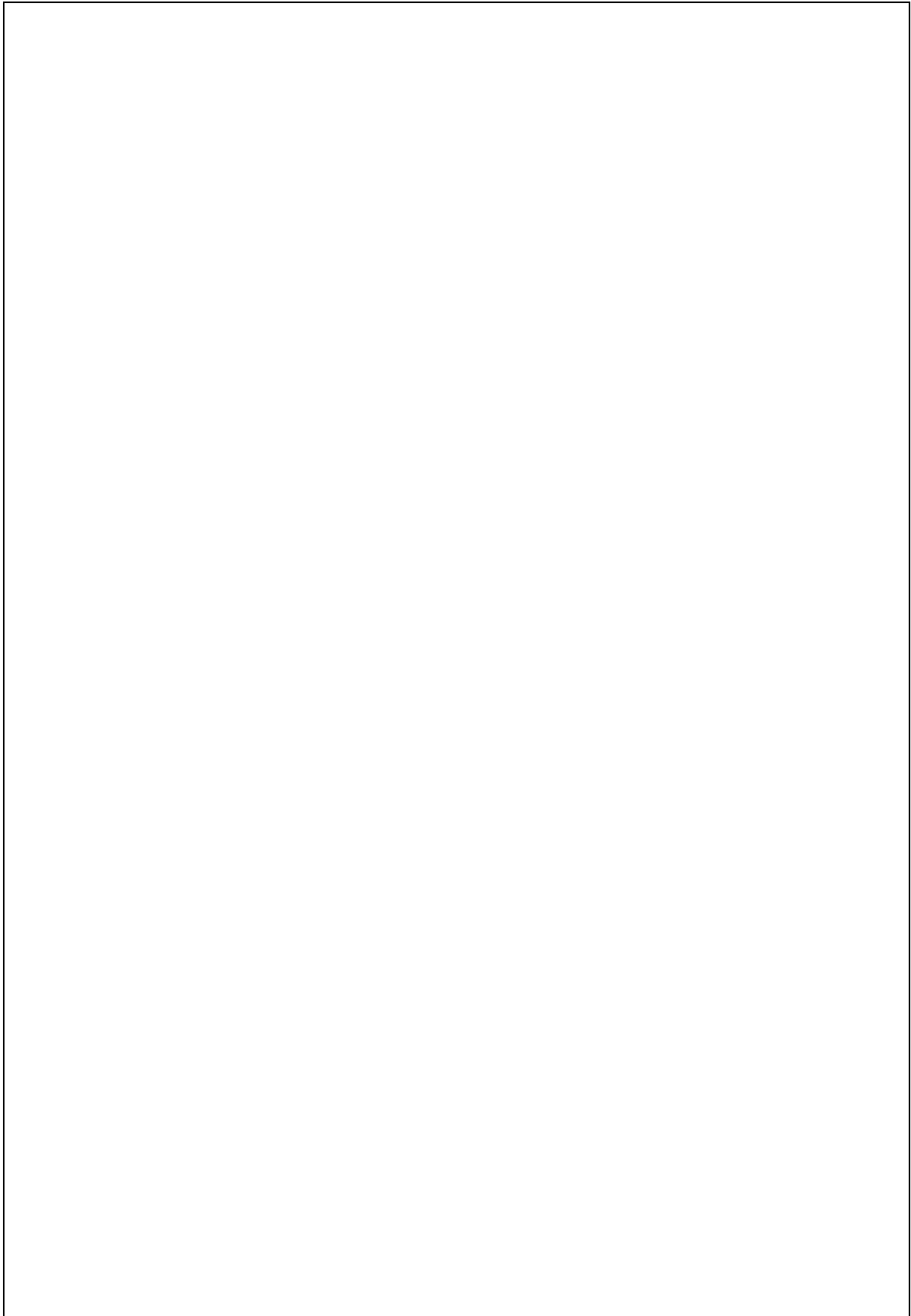
that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

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

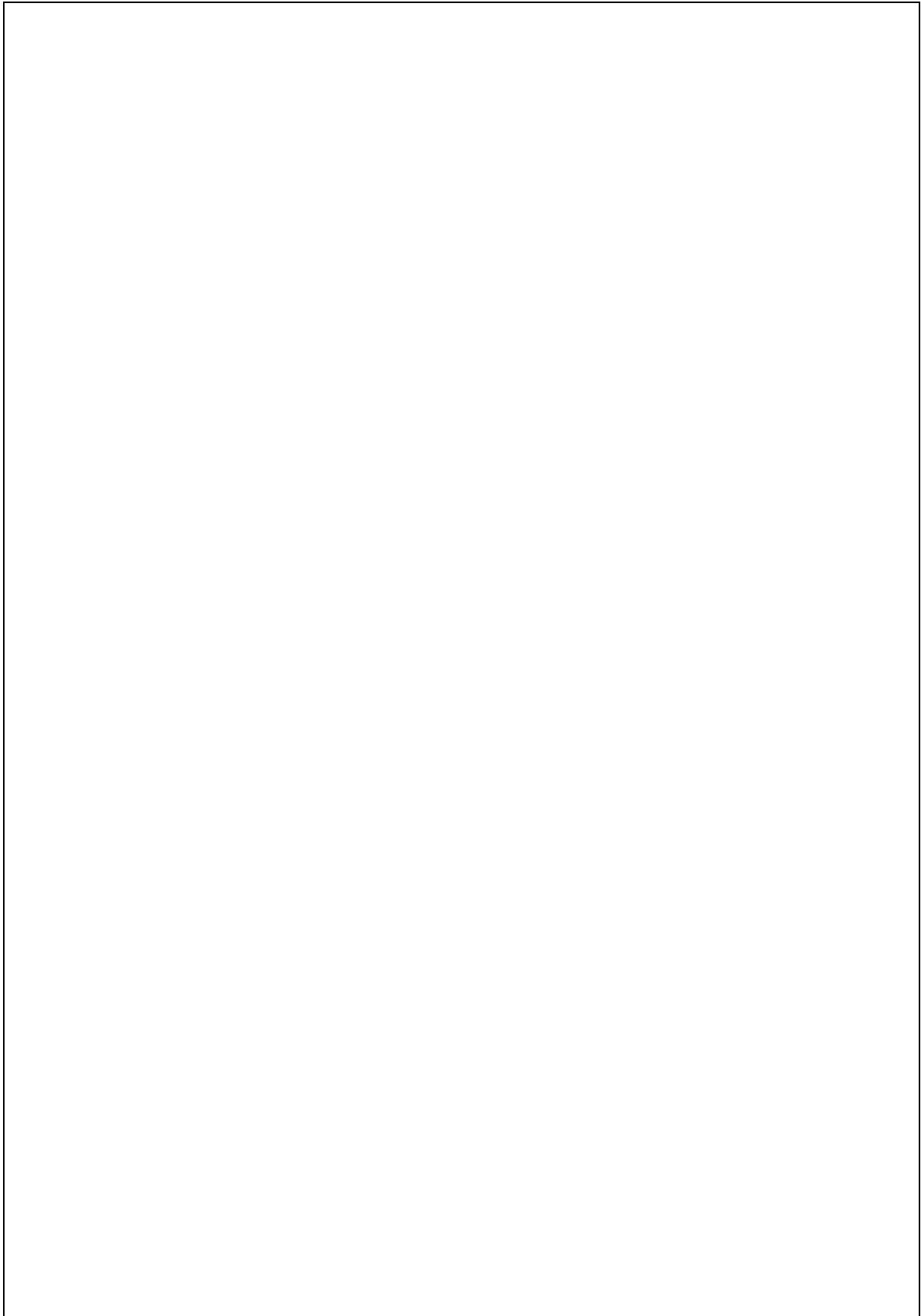
**ANNEXURE D1: ICASA Certificate**



**ANNEXURE D2: OEM Letter**



**ANNEXURE D3: Interoperability (IOP) Letter**



**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY</b>					
BID NUMBER:	EED 35-2023/24	CLOSING DATE:	05 August 2024	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE SUPPLY, SUPPORT, UPGRADING AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE (3) YEARS, AS AND WHEN REQUIRED				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Jeremiah M. Masemene
CONTACT PERSON	Mulondi Rasekgala	TELEPHONE NUMBER	012 358 5717
TELEPHONE NUMBER	012 358 6636	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	jeremiahm@tshwane.gov.za
EMAIL ADDRESS	mulondin@tshwane.gov.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION</b>	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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

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

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

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

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

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

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

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

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

\* Delete if not applicable

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

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

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

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

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

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

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

**PRICE ADJUSTMENTS**

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

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

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

Where:

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

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

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

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

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


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

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

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

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

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

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

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

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>) .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
  - 3.8.1 If yes, furnish particulars. ....  
.....

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

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

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

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

3.9.1 If yes, furnish particulars. ....

.....

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

3.10.1 If yes, furnish particulars. ....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars. ....

.....

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

3.12.1 If yes, furnish particulars. ....

.....

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

3.13.1 If yes, furnish particulars. ....

.....

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

3.14.1 If yes, furnish particulars: .....

.....

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

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

1 Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. **\*YES / NO**

2.2 If yes, provide particulars.

.....  
.....  
.....  
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1 If yes, furnish particulars

.....  
.....

4.1 Will any portion of goods or services be sourced from outside **\*YES / NO**

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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. 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); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	Points	Points
<b>PRICE</b>	90	80
<b>SPECIFIC GOALS</b>	10	20
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state 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 to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Specific goals	80/20 preference point system	90/10 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> <li>• Level 1</li> <li>• Level 2</li> <li>• Level 3</li> <li>• Level 4</li> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul>	<ul style="list-style-type: none"> <li>• 8 Points</li> <li>• 7 Points</li> <li>• 6 Points</li> <li>• 5 Points</li> <li>• 4 Points</li> <li>• 3 Points</li> <li>• 2 Points</li> <li>• 1 Point</li> </ul> 0 Points	<ul style="list-style-type: none"> <li>• 4 Points</li> <li>• 3.5 Points</li> <li>• 3 Points</li> <li>• 2.5 Points</li> <li>• 2 Points</li> <li>• 1.5 Points</li> <li>• 1 Point</li> <li>• 0.5 Points</li> <li>• 0 Points</li> </ul>		
EME and/ or QSE	2 Points	1 Point		
At least 51% of Women-owned companies	2 Points	1 Point		
At least 51% owned companies by People with disability	2 Points	1 Point		

Specific goals	80/20 preference point system	90/10 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
At least 51% owned companies by Youth	2 Point	1 Point		
Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>	4 Points 2 Points 1 Point	2 Points 1 Point 1 Point		

**N.B** For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any

other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

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

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

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **EED 35-2023/24** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1.	.....
2.	.....
DATE:	.....

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

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

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE: .....

**CONTRACT FORM: RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **EED 35-2023/24** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz*
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM: RENDERING OF SERVICES**

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

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

DATE: .....

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

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION  
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE.**

.....  
**Signature**

.....  
**Date**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: **EED 35-2023/24**

**TENDER FOR THE SUPPLY, SUPPORT, UPGRADING AND MAINTENANCE OF A DIGITAL TRUNKED RADIO COMMUNICATION SYSTEM FOR THE PERIOD OF THREE (3) YEARS, AS AND WHEN REQUIRED**

(Bid Number and Description)

in response to the invitation for the bid made by:

**CITY OF TSHWANE MUNICIPALITY**

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

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

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

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



# **THE NATIONAL TREASURY**

**Republic of South Africa**



---

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## GOVERNMENT PROCUREMENT

# GENERAL CONDITIONS OF CONTRACT

July 2010

### NOTES

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

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

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**1. Application**

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

**3. General**

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

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.

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

**9. Packing**

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

**10. Delivery and documents**

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

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services, services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (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 in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

#### **25. Force Majeure**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
<b>26. Termination for insolvency</b>	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
<b>27. Settlement of Disputes</b>	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier.</li> </ul>
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

**SERVICE-LEVEL AGREEMENT**

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

AND

\_\_\_\_\_

**Registration number:** \_\_\_\_\_

Doc2    Version 1    3 March 2022

**SERVICE-LEVEL AGREEMENT**

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

A municipality, as described in Section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in Section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by Mr Johann Mettler in his/her capacity as City Manager duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

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

**AND**

\_\_\_\_\_

**Registration number:** \_\_\_\_\_

Herein represented by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ is duly authorised thereto under and by virtue of a resolution of the board passed on \_\_\_\_\_, a copy of which is annexed as Annexure A, and who by his/her signature hereto warrants that he/she is properly authorised to sign this agreement.

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

## **CONTENTS**

- 1. DEFINITIONS**
- 2. INTERPRETATION**
- 3. APPOINTMENT**
- 4. PURPOSE OF THE AGREEMENT**
- 5. RELATIONSHIP**
- 6. DURATION**
- 7. CONTACT PERSON**
- 8. SCOPE OF GENERAL SERVICES**
- 9. PRICE AND PAYMENT**
- 10. PRICE RESTRUCTURING**
- 11. SERVICE LEVELS**
- 12. WITHHOLDING OF PERFORMANCE**
- 13. PENALTY**
- 14. ACCESS**
- 15. ORDERS OF GOODS**
- 16. DELIVERY OF GOODS**
- 17. DEFECTIVE GOODS OR LATENT PRODUCTS**
- 18. AMENDMENT OR CANCELLATION OF PURCHASE ORDER**
- 19. INSPECTION**
- 20. MAINTENANCE AND SUPPORT**
- 21. TRAINING**
- 22. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES**
- 23. SERVICE PROVIDER'S PERSONNEL**
- 24. STATUTORY AND EMPLOYMENT ISSUES**
- 25. SUBCONTRACTING**
- 26. CONFIDENTIALITY**

27. **INTELLECTUAL PROPERTY RIGHTS**
28. ***FORCE MAJEURE***
29. **CESSION**
30. **CHANGE OF CONTROL OR CIRCUMSTANCE**
31. **BREACH**
32. **EARLY TERMINATION**
33. **DISPUTES**
34. **LAWS AND JURISDICTION**
35. **NOTICES AND COMMUNICATION**
36. **GENERAL AND MISCELLANEOUS**
37. **EXECUTION**

**ANNEXURE A: BOARD RESOLUTION**

**ANNEXURE B: SCOPE OF WORK AND DELIVERABLES**

**ANNEXURE C: PAYMENT TERMS**

## **RECORDAL:**

**WHEREAS** the City requires various services to be provided or carried out and delivered at the service areas;

**AND WHEREAS** the City wishes to appoint the service provider;

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

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

**NOW THEREFORE**, the parties have agreed to enter into this agreement, in terms of which the service provider shall provide the services in the service areas and/or delivery area, and provide maintenance and support thereof to the City in accordance with the terms and subject to the conditions of this agreement.

### **1. DEFINITIONS**

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

- 1.1 **“Agreement”** means this service-level agreement and shall include any annexures, schedules, attachments, appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;
- 1.2 **“Business day”** means any day from Monday to Friday, excluding public holidays, as defined in the Public Holidays Act, 1994 (Act 36 of 1994), as amended from time to time;
- 1.3 **“Business week”** means five consecutive business days, excluding public holidays as defined in the Public Holidays Act, 1994;
- 1.4 **“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of Section 12 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);
- 1.5 **“Contact persons”** means persons identified by the parties as persons who are responsible for the execution of the agreement and whose names are set out in Clause 35 below and who can be substituted in writing from time to time;
- 1.6 **“Contract price”** means the amount reflected as the contract price in Clause 9 below;
- 1.7 **“Contract period”** means the contract period as reflected in Clause 6 below;
- 1.8 **“Effective date”**, notwithstanding the signature date, means \_\_\_\_\_;
- 1.9 **“Intellectual property”** means patents, designs, know-how, copyright, trademarks and all rights having an equivalent or similar effect which may exist anywhere in the world, introduced and required by either party to give effect to

their obligations under this agreement, owned in whole or in part by, or licenced to either party before the commencement date or developed after the commencement date, and includes all further additions and improvements to the intellectual property, otherwise pursuant to this agreement;

- 1.10 **“Month”** means a calendar month;
- 1.11 **“Parties”** means the City of Tshwane and the service provider and “party” means either of these, as the context requires;
- 1.12 **“Services”** means services to be provided by the service provider to the City as detailed in Clause 8 below;
- 1.13 **“Service provider”** means \_\_\_\_\_, a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number: \_\_\_\_\_;
- 1.14 **“Signature date”** means the date of signature of this agreement by the party signing last;
- 1.15 **“Subcontract”** means any contract, agreement or proposed contract between the service provider and any third party whereby that third party agrees to provide to the service provider the services or any part thereof;
- 1.16 **“Subcontractor”** means the third party with whom the service provider enters into a subcontract;
- 1.17 **“Tax invoice”** means the document, as required by Section 20 of the Value-added Tax Act, 1991 (Act 89 of 1991), as amended from time to time;
- 1.18 **“VAT”** means value-added tax, as defined in terms of the Value-added Tax Act, 1991.

## **2. INTERPRETATION**

- 2.1 Headings and subheadings are inserted for information purposes only and shall not be used in the interpretation of this agreement.
- 2.2 Unless the context clearly indicates a contrary intention, any word that connotes –
  - 2.2.1 any singular shall be deemed to include a reference to the plural and *vice versa*;
  - 2.2.2 any one gender shall be deemed to include a reference to any other gender; and
  - 2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

- 2.3 The expiry or termination of this agreement shall not affect provisions of this agreement, which expressly provide that they will operate after any such expiry or termination of this agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this agreement, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 Any reference to any legislation is a reference to such legislation as at the signature date and as amended or re-enacted from time to time.
- 2.7 If any provision in a definition is a substantive provision that confers any rights or imposing any obligations on any party, then, notwithstanding that it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this agreement.

### **3. APPOINTMENT**

The City hereby appoints the service provider, who accepts such appointment, to provide the services in accordance with the terms and subject to the conditions of this agreement.

### **4. PURPOSE OF THE AGREEMENT**

- 4.1 The purpose of this agreement is to –
  - 4.1.1 formalise and regulate the working relationship between the parties;
  - 4.1.2 set out the roles and responsibilities of the parties; and
  - 4.1.3 define process and procedures to be followed by the parties.

### **5. RELATIONSHIP**

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

## **6. DURATION**

This agreement shall commence on the effective date and shall subsist for \_\_\_\_\_ years, unless terminated earlier, pursuant to Clause 32 below.

## **7. CONTACT PERSON**

- 7.1 The work to be performed by the service provider hereunder will be supervised by City's contact person referred to in Clause 35 below.
- 7.2 The parties shall notify each other in writing from time to time of the details of the nominated contact person.
- 7.3 The contact persons shall liaise and update each other on the progress of the services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the services.
- 7.4 Either party may substitute a contact person at its discretion, provided that each party shall give the other party reasonable notice of such substitution and will provide replacement employees of equivalent ability.
- 7.5 Without derogating from the foregoing, should either party replace a contact person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of handover and overlap takes place, at its cost, between the new and the incumbent contact person.

## **8. SCOPE OF GENERAL SERVICES**

The service provider shall, for the duration of this agreement, provide the services set out in the scope of work and in accordance with the deliverables and milestones attached hereto as Annexure B, including but not limited to the maintenance and support services, as provided for in Clause 20 below.

## **9. PRICE AND PAYMENT**

- 9.1 The City shall pay to the service provider the contract price in the sum of R\_\_\_\_\_ (\_\_\_\_\_ rand), payable in accordance with the terms of the appointment letter, attached hereto as Annexure C, and subject to deliverables.
- 9.2 All payments under this agreement shall be made by electronic fund transfer or other forms of payment as the parties may agree upon from time to time, upon receipt of valid and undisputed tax invoices and month-end statements together with the supporting documentation from the service provider, once the undisputed tax invoices or such portion of the tax invoices which are undisputed become due and payable.
- 9.3 All amounts and other sums payable in terms of this agreement and schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

- 9.4 Unless otherwise provided in the schedules, valid tax invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by the City within 30 (thirty) days after the date of receipt by the City of the service provider's statement together with the relevant valid and undisputed tax invoice(s) and supporting documentation, but in any event no later than 90 (ninety) days of receipt of such statement.
- 9.5 Where the payment of any valid and undisputed tax invoice, or any part of the said tax invoice which is not in dispute, is not made by the due date, the service provider shall be entitled to charge interest on the outstanding amount, at the service provider's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.
- 9.6 There shall be no interest levied on a tax invoice that is in dispute between the parties.
- 9.7 The City shall pay the amount reflected on a tax invoice once the City's contact person has verified that the services set out in a schedule have been rendered and the tax invoice amount has been approved by the City.
- 9.8 All tax invoices shall be addressed to the City's contact person.
- 9.9 All payments shall be transferred by the City to the service provider electronically into the service provider's bank account, the details of which are as follows:
  - Bank: \_\_\_\_\_
  - Account type: \_\_\_\_\_
  - Account number: \_\_\_\_\_
  - Branch number: \_\_\_\_\_
- 9.10 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the service provider to the City. The City shall not be liable for any costs or damages suffered by the service provider as a result of such late payment.

**10. PRICE RESTRUCTURING**

- 10.1 The service provider shall be subject to a price review every year.
- 10.2 The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the service provider's contract price against the prevailing market rates.
- 10.3 In the event that it emerges that the service provider's charges regarding the contract price and other charges under this agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire similar services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the services acquired hereunder from the service provider, the City shall have the right to notify the service provider of such total delivered cost and the service provider shall have an opportunity to adjust the contract price and any other charges hereunder, on

such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.

- 10.4 If the service provider fails to do so or cannot legally do so, the City may –
- 10.4.1 acquire the services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of the City and the service provider hereunder shall be reduced accordingly;
  - 10.4.2 terminate this agreement without any penalty, liability or further obligation; or
  - 10.4.3 continue under this agreement.
- 10.5 Within 30 (thirty) calendar days of a notice by the City or at any time the City so requests, the service provider shall certify in writing to the City that it is in compliance with this clause and shall provide all information that the City reasonably requests in order to verify such compliance.

## **11. SERVICE LEVELS**

- 11.1 The service provider recognises that the City has entered into this agreement relying specifically on the service provider's representations regarding service levels including, *inter alia* –
- 11.1.1 capacity allocations in accordance with the service to be provided; and
  - 11.1.2 all work to be performed and services rendered under this agreement shall comply with industry norms and best practice acceptable within the services industry and shall be executed by the service provider to the total satisfaction of the City.
- 11.2 The service provider shall provide suitably qualified and trained employees to provide the services to the City in terms of this agreement, and shall allocate, in its discretion, employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the service provider shall not negatively impact the provision of the services by the service provider to the City. The service provider shall also allocate employees with the technical skill and knowledge on-site at the City at all times during normal working hours, if the City so requires.
- 11.3 Among others, the service provider shall comply with and provide the services as set out in Clause 8 above.

## **12. WITHHOLDING OF PERFORMANCE**

The service provider may not, under any circumstances, including, without limitation, non-payment by the City, withhold any services from the City during the currency of this agreement, unless it validly terminates this agreement, in terms of Clause 32 below.

### **13. PENALTY**

- 13.1 Should the service provider fail to comply with its obligations in terms of this agreement, the City may –
  - 13.1.1 exercise its rights in terms of Clause 31 below; or
  - 13.1.2 impose a penalty on the service provider.
- 13.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.
- 13.3 Should the City choose to impose a penalty on the service provider, the City shall provide the service provider with a written notice requiring the service provider to remedy the default within 7 (seven) days from the date of delivery of the notice.
- 13.4 Should the service provider fail to remedy the default within 7 (seven) days after receiving the notice, the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, to impose a penalty, which penalty shall be a deduction of 10% of the monthly contract price for the contract period. For the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the service provider monthly, in terms of Clause 9 above.
- 13.5 Should there be a dispute as to whether the failure to deliver was caused by the City or was the service provider's fault, such dispute shall be dealt with in accordance with Clause 33 below.

### **14. ACCESS**

- 14.1 The City shall allow the service provider reasonable access to its premises, provided that –
  - 14.1.1 access is related to the services to be provided by the service provider; and
  - 14.1.2 the service provider adheres to all rules, regulations and instructions applicable at the City's premises.
- 14.2 The service provider is required to notify the City every month of employees who are to provide services at the service areas and/or delivery areas.
- 14.3 The City shall grant the service provider and/or its employees, referred in Clause 14.2 above, access to its premises to perform its obligations in terms of this agreement.
- 14.4 The service provider and its employees shall at all times, when entering the premises and/or service areas and/or delivery areas of the City, comply with all rules, laws, regulations and policies of the City.

## **15. ORDERS OF GOODS**

- 15.1 The service provider's contact person shall advise the City in writing of the goods required to enable the service provider to render the services. On the order form, the service provider shall set out the quantity, description of goods and the anticipated date of delivery of the goods ("delivery date").
- 15.2 The City shall confirm the order in writing and authorise the service provider to order the goods necessary for the provision of the service.
- 15.3 All orders for goods ordered under Clause 15 shall be for the separate account of the City, the cost of which shall be invoiced to the City by the service provider upon confirmation of the order, in terms of Clause 15.2 above. The City shall not be obliged to order the goods from the service provider and shall be entitled to use any company that it deems most suitable for the provision of the goods.

## **16. DELIVERY OF GOODS**

- 16.1 The service provider shall deliver the goods on the delivery date.
- 16.2 Should the service provider be unable to deliver the goods on the delivery date, the service provider shall inform the City of its inability to deliver the goods, the reason therefor, and shall provide the City with a reasonable alternative delivery date, which, in any event, shall not be more than 14 (fourteen) days from the original delivery date.
- 16.3 In the event that the service provider is unable to deliver the goods on the delivery date 3 (three) times in a period of 6 (six) months, the City shall be entitled to terminate this agreement by giving the service provider one (1) month's written notice to terminate.
- 16.4 Upon delivery of the goods by the service provider, the City's contact person shall sign the delivery document provided by the service provider as acknowledgement of receipt of the goods. Such acknowledgement of receipt shall not constitute an acceptance –
  - 16.4.1 that the goods were received in good condition;
  - 16.4.2 that the goods were free of any defects;
  - 16.4.3 that the goods were fit for the purpose for which they were purchased; and/or
  - 16.4.4 of any terms and conditions of the delivery document.
- 16.5 In the event that the City notifies the service provider, within 5 (five) business days, that the goods delivered are not in accordance with the order, the City shall be entitled to return the goods to the service provider at the service provider's cost and the service provider shall deliver the replacement goods ordered within 5 (five) business days of taking delivery of the defective goods.

## **17. DEFECTIVE GOODS OR LATENT PRODUCTS**

- 17.1 The service provider shall verify whether the goods received are in order and without any defects.
- 17.2 In the event that the City realises that the goods have any defect, including (but not limited to) manufacture and/or latent defects, the City shall inform the service provider in writing within 5 (five) days of becoming aware of the defect ("Notice of Defect").
- 17.3 Upon receipt of the Notice of Defect, the service provider shall immediately deliver replacement goods to the City within 14 (fourteen) business days of receiving the Notice of Defect, referred to in Clause 17.2 above, and replace the defective goods.
- 17.4 The cost of returning and replacing the defective goods shall be borne by the service provider.
- 17.5 The service provider shall be responsible for the replacement amount of any parts of the goods that are to be replaced in terms of this agreement.

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

The City is entitled to cancel an order, reschedule delivery of the goods or change the delivery area and delivery date on 14 (fourteen) days' written notice to the service provider.

## **19. INSPECTION**

- 19.1 The City may, at any time, inspect the goods and/or service levels of the service provider in terms of this agreement.
- 19.2 If the City is, at any time, dissatisfied with the service levels, the City shall, within 7 (seven) days, notify the service provider in writing of the failure or default.
- 19.3 The service provider shall immediately upon receipt of written demand by the City remedy such failure or default, within 7 (seven) business days from the date of receipt of the notice, free of charge.
- 19.4 Should the service provider fail to remedy the failure or default referred to above, the City shall have the right to impose penalties as provided for in Clause 12 above or invoke the provisions of clauses and/or Clause 31 below.
  - 19.4.1 To enable the City to determine whether the goods and/or services rendered in terms of this agreement are being complied with, the service provider shall –
    - 19.4.1.1 provide the City with such information as it may reasonably require;
    - 19.4.1.2 allow the City to inspect and take copies of any records of the service provider relating to the goods and/or services, including all hardware, software, data, information, visuals,

procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence; or

- 19.4.1.3 allow the City or its authorised representatives to conduct interviews with any of the service provider's employees, subject to reasonable notice being given to the service provider.

## **19.5 Service provider to provide reasonable assistance**

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

19.5.2 Any information required to be provided to the City, pursuant to Clause 19, shall be provided by the service provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

19.5.3 The cost of any inspection contemplated in terms of Clause 19 shall be for the account of the City unless any material irregularity or failure on the part of the service provider is determined by the City in the course of such inspection.

19.6 The inspection contemplated in this agreement will be conducted –

19.6.1 during normal business hours; and

19.6.2 where the circumstances justify it, on reasonable notice to the service provider, with the minimum interference in the provision of the services and the service provider's other operations.

## **20. MAINTENANCE AND SUPPORT**

The essential and critical elements of the maintenance and support to be provided by the service provider to the City shall be detailed in the scope of work attached hereto as Annexure B.

## **21. TRAINING**

If required, the service provider shall, after delivery and installation of the goods, and as part of maintenance and support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the goods.

## **22. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES**

### **22.1 Service warranties**

22.1.1 The service provider warrants that, in relation to each service provided in terms of this agreement, –

- 22.1.1.1 it has full capacity and authority to enter into and perform this agreement, and that this agreement is executed by duly authorised representatives of the service provider;
- 22.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the services in an expert manner;
- 22.1.1.3 it will discharge its obligations under this agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
- 22.1.1.4 all work performed and services rendered under this agreement shall comply with prevailing practice, standards and specifications within the industry;
- 22.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its personnel and for withholding and remitting income tax for its personnel in conformance with any applicable laws and regulations;
- 22.1.1.6 the use or possession by the City of any materials will not subject the City to any claim for infringement of any intellectual property rights of any third party;
- 22.1.1.7 it will, with promptness and diligence, and in a skilful manner and in accordance with the practices and professional standards of operations, perform services and/or deliver goods;
- 22.1.1.8 its services and/or goods will, in all aspects, comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;
- 22.1.1.9 it will use and adopt any standards, processes and procedures required under this agreement;
- 22.1.1.10 it shall employ suitably qualified and trained employees to provide the services and/or goods to the City and it shall allocate employees in accordance with the technical skills and knowledge required;
- 22.1.1.11 the goods and/or services will be free from any defects in material and workmanship;
- 22.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the services and/or processing the goods;

- 22.1.1.13 it will maintain and cause to be maintained the highest standard of care and diligence in providing the services, maintenance and support;
- 22.1.1.14 it will ensure that all applicable laws are observed;
- 22.1.1.15 without derogating from the generality of the foregoing, it will strictly adhere to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the goods; and
- 22.1.1.16 it guarantees that the goods shall be in good working condition for the warranty and/or maintenance period of the goods, and that the service provider shall be responsible for the costs of repair of the goods should the goods require to be repaired to their normal use.

## **22.2 Indemnity**

22.2.1 The service provider hereby indemnifies the City against any claim which may be brought against the City by the service provider's personnel or a third party arising from the execution of this agreement or which arises against the City as a result of the service provider's breach of any of the provisions of this agreement. This is provided that the City notifies the service provider in writing within a reasonable time, and, in any event, no less than 14 (fourteen) business days of the City becoming aware of any such claim to enable the service provider to take steps to contest it. The City shall provide the service provider with such reasonable assistance as may be necessary to enable the service provider to defend the claim to the extent only that it is in a position to render such assistance. The service provider may, within 5 (five) business days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto. This is provided that the service provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

## **23. SERVICE PROVIDER'S PERSONNEL**

### **23.1 Liability for criminal acts of employees**

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

### **23.2 Character of employees**

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

23.2.2 The service provider shall, at its own cost, conduct all reasonable background checks into its employees before using them to provide the services in terms of this agreement.

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

## **24. STATUTORY AND EMPLOYMENT ISSUES**

24.1 The service provider shall comply with all employment legislation

24.1.1 The service provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, 1995 (Act 66 of 1995), the Basic Conditions of Employment Act, 1977 (Act 75 of 1997), the Employment Equity Act, 1998 (Act 55 of 1998) and any other applicable employment legislation currently in force.

24.1.2 The service provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the service provider shall immediately take all steps to remedy such contravention. If the City advises the service provider of any contravention of such legislation in writing, the service provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and result thereof.

### **24.2 No employment**

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

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

The service provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)

and it indemnifies the City against any claim which may arise in respect of such act by its personnel against the City.

## **25. SUBCONTRACTING**

- 25.1 The service provider may not subcontract the whole of or any portion of the services in terms of this agreement to any third party without the prior consent of the City.
- 25.2 In the event the service provider wishes to subcontract the whole of or any portion of the services in terms of this agreement, it shall apply to the City in writing for consent to do so.
- 25.3 In its application, the service provider shall give the name of the subcontractor, the subcontractor's obligations, the proposed date of commencement of the subcontract, which shall include the fees payable to the subcontractor, and a report of the background security check on the subcontractor's suitability, financial and otherwise.
- 25.4 The City may, in its sole and absolute discretion, refuse consent to subcontract. In the event the City approves the subcontracting of the whole of or any portion of the services in terms of this agreement, –
- 25.4.1 the service provider shall ensure that the subcontractor's BBEE level is equal or better than that of the service provider, its price is competitive and it has the capacity to provide the service;
- 25.4.2 such subcontracting shall not absolve the service provider from the responsibility of achieving the service levels or complying with its obligations in terms of this agreement, and the service provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such subcontracting;
- 25.4.3 the service provider shall, at all times, remain the sole point of contact for the City in respect of the acquisition of services by the City; and
- 25.4.4 no such subcontracting shall have any effect on the contract price and charges payable by the City to the service provider in terms of this agreement.

## **26. CONFIDENTIALITY**

- 26.1 The service provider acknowledges that all information relating to the City's confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers and relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business ("confidential information") shall

remain confidential and shall not be made known unless the City has given written consent to do so.

- 26.2 The information provided by the City in the context of this agreement is confidential information and the service provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.
- 26.3 The service provider undertakes to not disclose any such confidential information. However, there will be no obligation of confidentiality or restriction on use where –
  - 26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving party;
  - 26.3.2 the information was already known to the receiving party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the parties or their affiliates; or
  - 26.3.3 the information was received from a third party not in breach of an obligation of confidentiality.

## **27. INTELLECTUAL PROPERTY RIGHTS**

- 27.1 All intellectual property rights of the contractor and/or third party vest in the contractor and/or third party, as appropriate.
- 27.2 All rights in the City name and logo remain the absolute property of the City.
- 27.3 The contractor warrants that no aspect of the services provided in terms thereof will infringe any patent, design, copyright, trademark, trade secret or other proprietary right of any third party.
- 27.4 The contractor shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any intellectual property rights.
- 27.5 In the event the City becomes aware of any such infringement, the contractor shall, at its cost, defend the City against any claim that the services infringe any such third party intellectual property rights, provided that the City gives notice to the contractor of such claim and the contractor controls the defence thereof. The contractor further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.
- 27.6 Should any claim be made against the City by any third party in terms of Clause 27.1 above, the City shall give the contractor written notice thereof within 3 (three) days of becoming aware of such claim to enable the contractor to take steps to contest it.

- 27.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the contractor shall, at its discretion and within 30 (thirty) days of the services having been found to infringe, at its own cost, –
- 27.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement;
  - 27.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement;
  - 27.7.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
  - 27.7.4 withdraw the subject of infringement.

## **28. FORCE MAJEURE**

- 28.1 For the purposes hereof, “*force majeure*” shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming *force majeure* and comprehended in the terms thereof.
- 28.2 If *force majeure* causes delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this agreement shall be suspended for the period agreed in writing between the parties.
- 28.3 In the event of circumstances arising which the other party believes that it constitutes a *force majeure* (“the affected party”), such affected party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other party. The parties shall agree, in writing, to suspend the implementation of this agreement for a specific period (“agreed period”).
- 28.4 In the event that both parties reasonably believe that the affected party shall be unable to continue to perform its obligations after the agreed period, either party shall be entitled to terminate this agreement without further notice to the other party.
- 28.5 The party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall give notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this agreement by a period equal to the time that its performance is so prevented.

## **29. CESSION**

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

### **30. CHANGE OF CONTROL OR CIRCUMSTANCE**

- 30.1 The service provider shall notify the City in writing of any change in the service provider's shareholding or membership or any change in the service provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the service provider). The City may terminate this agreement upon becoming aware of such material change.
- 30.2 The parties agree that should there be a change, as envisaged in Clause 30.1 above, the service provider will no longer exist and a new third party or entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the service provider's rights and obligations in terms of this agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.
- 30.3 The service provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the service provider to provide the goods and/or services. In the event that any material change or circumstance occurs and the service provider fails to inform the City of such a change or circumstance, the service provider shall be deemed to have breached a material term of this agreement and the City shall be entitled to cancel the agreement on 1 (one) month's prior notice.

### **31. BREACH**

- 31.1 Subject to Clause 30.3 above, should either party commit a breach of any term of this agreement ("the defaulting party") then the affected party ("aggrieved party") shall be entitled to inform the defaulting party in writing to remedy such failure or default within 5 (five) business days. Should the defaulting party fail to remedy the breach within 5 (five) business days after receipt of the notice, the aggrieved party shall be entitled, without prejudice to any of its rights under this agreement or law, to –
- 31.1.1 immediately terminate this agreement without giving written notice and claim damages (which shall include legal costs on an attorney or client scale);
- 31.1.2 request specific performance and claim damages (which shall include legal costs on an attorney or client scale); or
- 31.1.3 impose penalties as provided for in Clause 13 above.

### **32. EARLY TERMINATION**

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

### **33. DISPUTES**

33.1 Save for Clause 31 above or any other clause in this agreement which provides for its own remedy, should any dispute arise between the parties in respect of or pursuant to this agreement, including, without limiting the generality of the foregoing, any dispute relating to –

33.1.1 the interpretation of the agreement;

33.1.2 the performance of any of the terms of the agreement;

33.1.3 any of the parties' rights and obligations;

33.1.4 any procedure to be followed;

33.1.5 the termination or cancellation or breach of this agreement; or

33.1.6 the rectification or repudiation of this agreement,

any party may give the other party written notice of such dispute, in which event the provisions below shall apply.

33.2 Within 7 (seven) days of the declaration of such dispute, the parties' representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the parties may agree, either prior to or concurrently with arbitration) the provisions of Clause 33 shall apply.

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

33.4 The arbitration shall be held under the provisions of the Arbitration Act, 1965 provided that the arbitration shall be –

33.4.1 at any place which the parties agree, in writing, to be mutually convenient; and

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

33.5 If the arbitration is –

33.5.1 a legal matter, then the arbitrator shall be a practising advocate or a practising attorney of no less than 10 (ten) years' standing;

- 33.5.2 an accounting matter, then the arbitrator shall be a practising chartered accountant of no less than 10 (ten) years' standing; and
- 33.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.
- 33.6 Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the parties, by the president for the time being of the Law Society of the Northern Provinces.
- 33.7 Should the parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, it shall be deemed to be a dispute of a legal nature.
- 33.8 The arbitrator may –
  - 33.8.1 investigate or cause to be investigated any matter, fact or thing which he/she considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all documents and records of any party that have a bearing on the dispute;
  - 33.8.2 interview and question under oath the parties or any of their representatives;
  - 33.8.3 decide the dispute according to what he/she considers just and equitable in the circumstances; and
  - 33.8.4 make such award, including an award for specific performance, damages or otherwise, as he/she in his/her discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.
- 33.9 The arbitrator's decision and award shall be in writing with reasons and shall be subject to appeal by either party.
- 33.10 Subject to the provisions of Clause 33.9 above, the arbitrator's award may, on application by either party to a court of competent jurisdiction and after due notice is given to the other party, be made an order of court.
- 33.11 Notwithstanding the provisions of Clauses 33.1, 33.2, 33.3, 33.4, 33.5, 33.6 and 33.7 above, in the event of either party having a claim against the other party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other party having such a claim shall be entitled to institute action therefor in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other party may dispute the claim.

33.12 The provisions of Clause 33 are severable from the rest of this agreement and shall remain in effect even where this agreement is terminated or cancelled for any reason.

**34. LAWS AND JURISDICTION**

34.1 This agreement shall be governed by and interpreted according to the law of the Republic of South Africa.

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

**35. NOTICES AND COMMUNICATION**

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

35.1.1 The City:

2<sup>nd</sup> Floor, Block D  
Tshwane House  
320 Madiba Street  
Pretoria CBD  
0001

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: 086 214 9544  
Email: \_\_\_\_\_

35.1.2 The service provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

35.2 Each party shall be entitled, from time to time, by written notice to the other party, to vary its *domicilium* to any other address, which is not a post office box or *poste restante*.

- 35.3 Any notice given and any payment made by any party to another party (hereinafter referred to as “the addressee”) which –
- 35.3.1 is delivered by hand during normal business hours of the addressee at the addressee’s *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
  - 35.3.2 is posted by prepaid registered post to the addressee at the addressee’s *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7<sup>th</sup> (seventh) day after the date of posting; or
  - 35.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.
- 35.4 Any notice or communication required or permitted in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by facsimile.
- 35.5 Notwithstanding anything to the contrary in this agreement, a notice or communication actually received by one party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

## **36. GENERAL AND MISCELLANEOUS**

### **36.1 Sole record of agreement**

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

### **36.2 No amendment except in writing**

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

### **36.3 Waivers**

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

**36.4 Survival of obligations**

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

**36.5 Approvals and consents**

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

**37. EXECUTION**

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

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

Signed at ..... on this ..... day of ..... 20.....

Witnesses:

1. ....

2. ....

**For and on behalf of the City of  
Tshwane Metropolitan  
Municipality  
(duly represented by Mr Johann  
Mettler)**

Signed at ..... on this ..... day of ..... 20.....

Witnesses:

1. ....
2. ....

For and on behalf of

\_\_\_\_\_  
\_\_\_\_\_

**(duly represented by**

\_\_\_\_\_  
\_\_\_\_\_ )

**ANNEXURE A**

**RESOLUTION OF THE BOARD**

Resolution by the board of directors of \_\_\_\_\_  
(the "company") made at a meeting held at \_\_\_\_\_ on  
\_\_\_\_\_ 20\_\_.

**NOTED: THAT** \_\_\_\_\_ intends to enter into an agreement with the City of Tshwane Metropolitan Municipality in terms of which the company shall provide various services (the "agreement") on the terms and subject to the conditions of the agreement to which this resolution is attached as Annexure A.

**RESOLVED:**

**THAT** the company approves and enters into the agreement on the terms and subject to the conditions of the agreement to which this resolution is attached.

**THAT** \_\_\_\_\_ in his/her capacity as a \_\_\_\_\_ of the company, be and is hereby authorised to negotiate, settle and sign the agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of the company.

\_\_\_\_\_  
**Read and confirmed**

**CHAIRPERSON/COMPANY SECRETARY**

**ANNEXURE B**  
**SCOPE OF WORK AND DELIVERABLES**

**ANNEXURE C**  
**PAYMENT TERMS**