



City of Ekurhuleni

INFORMATION COMMUNICATION TECHNOLOGY

CONTRACT NUMBER: A-ICT 01-2024

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 PUBLISHED IN GOVERNMENT GAZETTE NO. 47452 OF 04 NOVEMBER 2022)

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Tender Office Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street Tel: (011) 999-6540/6567 Fax: (011) 999-7511	Department: Information Communication Technology Division: Projects and Architecture Information Communication Technology Corporate Office Boksburg Ms. Matlhodi Senyatsi Email: Matlhodi.Senyatsi@ekurhuleni.gov.za	Department: Information Communication Technology Information Communication Technology Corporate Office Boksburg Mr. Moloko Monyepao Email: Moloko.Monyepao@ekurhuleni.gov.za

NAME OF BIDDING ENTITY (FULL NAME, i.e., Pty (Ltd), Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

FAX NUMBER : _____



CONTRACT NUMBER: A-ICT 01-2024

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

CLOSING DATE:
12 JUNE 2024
10:00

To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed, **CONTRACT NUMBER: A-ICT 01-2024** and placed in **Bid Box Number EIGHT (08)**, Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, **not later than the closing date and time as advertised, at which hour the bids** will be opened in public in the Ground Floor, at above-mentioned address.

The lowest or any bid will not necessarily be accepted and the COE reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.

The following documents must be completed and signed where applicable and submitted as a complete set:

1.	FORM OF BID	- Declaration	-	WHITE
2.	FORM "A"	- Procurement Form of Bid	-	WHITE
3.	FORM "B"	- Declaration of Interest	-	WHITE
4.	FORM "C"	- Declaration for Procurement above R10 Million	-	WHITE
5.	FORM "D"	- Declaration of Bidder's Past SCM Practices	-	WHITE
6.	FORM "E"	- Certificate of Independent Bid Determination	-	WHITE
7.	FORM "F"	Declaration certificate for local production and content for designated sectors	-	WHITE
8.	FORM "G"	- Declaration for municipal accounts	-	WHITE
9.	FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million	-	WHITE
10.	FORM "I"	- Specification	-	WHITE
11.	FORM "J"	- Variations and Omissions	-	WHITE
12.	FORM "K"	- Schedule of Prices	-	WHITE
13.	FORM "L"	General Conditions of Contract	-	WHITE
14.	FORM "M"	- Special Conditions and Undertakings	-	WHITE
15.	FORM "N"	- Contract form - Rendering of services (Part 1)	-	WHITE
16.	FORM "N"	- Contract form - Rendering of services (Part 2)	-	WHITE

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “**Acceptable bid**”, and as such will be rejected.

“**Acceptable bid**” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. **Non-compliance** with the Value Added Tax Act, 1991; i.e. In terms of this Act **it is mandatory** for any business **to register for VAT** if the income earned in any consecutive twelve (12) month period exceeds or is likely to exceed R 1 million.
NB: Bidder/s failing to comply with this provision of the Value Added Tax Act, 1991 **WILL NOT BE CONSIDERED**, therefore rejected.
3. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder's information **must be accurate and correct**.
4. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
5. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
6. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
7. If the Bid **has not been properly signed** by a person having the authority to do so. (**Refer to Declaration**)
8. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
9. If there is any **misrepresentation**, on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
10. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
11. Non-submission of latest municipal account for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for three months (if the value of the transaction is expected not to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for more than 30 days (if the value of the transaction is expected to**

- exceed R10 million (VAT included)** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
14. 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.
 15. 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, or;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.
 16. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation.
 17. If the bidder or any of its directors **is listed** on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person **prohibited** from doing business with the public sector.
 18. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.
 19. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
 - 19.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 19.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 19.3. A **complete set** of Annual financial statements submitted must comply with the City's requirements.

A complete set of financial statements comprises:

 - a) a statement of financial position as at the end of the period;
 - b) a statement of profit or loss and other comprehensive income for the period;
 - c) a statement of changes in equity for the period;
 - d) a statement of cash flows for the period.
 - e) notes, comprising significant accounting policies and other explanatory information;
 - f) comparative information in respect of the preceding period

- 19.4. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of (17.1) and (17.2) above for each of its financial years since commencing business.
- 19.5. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected
20. If the bidder has failed to submit ALL required documents as specified on the bid document.
21. If the following have not been **fully completed** and **signed**:
- | | |
|-------------|--|
| FORM OF BID | - General Declaration |
| FORM "B" | - Declaration of Interest |
| FORM "C" | - Declaration for Procurement above R10 Million (if applicable) |
| FORM "D" | - Declaration of Bidder's Past SCM Practices |
| FORM "E" | - Certificate of Independent Bid Determination |
| FORM "G" | - Declaration for municipal accounts |
| FORM "H" | - Declaration for municipal accounts where bids are expected to exceed R10 million |

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

- 2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.
- 3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID

PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.

PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.

IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.

ADVERTISED IN: SOWETAN
PUBLISHING DATE: 03 MAY 2024

CITY OF EKURHULENI

Bids are hereby invited for the following:
INFORMATION COMMUNICATION TECHNOLOGY
Projects and Architecture

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>CLOSING DATE:</u>
A-ICT 01-2024	The appointment of Broadband Infrastructure Service Providers to assist the City with Fibre Deployment and Maintenance Services on an as and when required basis from date of award until the Implementation of the Fibre Commercialisation Strategy or 30 June 2027, whichever comes first.	12 JUNE 2024

Bidders must note that this bid may be awarded to more than one bidder.

Acceptable bids will be evaluated by using a system that awards points on the basis of **90 points** for bid price and a maximum of **10 points** for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

Please note that all bid documents are available for download on our website for free in any colour paper

An information session will be held at **10:00** on **15 MAY 2024**. Prospective bidders are requested to meet on the said date and time: **BOKSBURG CUSTOMER CARE CENTRE, 1st FLOOR, COUNCIL CHAMBER, CORNER COMMISSIONER AND TRICHARDT STREET, BOKSBURG NORTH**. Bid documentation will not be available at the information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number EIGHT (08)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00** on **12 JUNE 2024**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the specified bid box before 10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

Enquiries must be directed to Mr. Moloko Monyepao at e-mail address Matlhodi.Senyatsi@ekurhuleni.gov.za, Moloko.Monyepao@ekurhuleni.gov.za

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

DR. I. MASHAZI
CITY MANAGER
COE

MBD 1: PART A : INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI					
BID NUMBER:	A-ICT 01-2024	CLOSING DATE:	12 JUNE 2024	CLOSING TIME:	10:00
DESCRIPTION	The appointment of Broadband Infrastructure Service Providers to assist the City with Fibre Deployment and Maintenance Services on an as and when required basis from date of award until the Implementation of the Fibre Commercialisation Strategy or 30 June 2027, whichever comes first.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
GOLDEN HEIGHTS					
141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street					
GERMISTON					
1400					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES& QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		CONTACT PERSON	Mr. Moloko Monyepao	
CONTACT PERSON	Winnie Majola		TELEPHONE NUMBER	N/A	
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS		
E-MAIL ADDRESS	Winnie.Majola.@ekurhuleni.gov.za		Moloko.Monyepao@ekurhuleni.gov.za		

MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**NAME OF BIDDING ENTITY****FORM OF BID****CITY OF EKURHULENI****CONTRACT NUMBER: A-ICT 01-2024**

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST

GENERAL DECLARATION:

To: The City Manager
CITY OF EKURHULENI
Private bag X1069
GERMISTON
1400

Sir/Madam,

I/We, the undersigned (hereinafter referred to as "the bidder"):

- (a) bid to supply and deliver to the CITY OF EKURHULENI [hereinafter referred to as "the COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) further agree to be bound by those conditions, set out in, "FORM OF BID AND FORMS A - N", attached hereto, should this bid be accepted in whole or in part;*
- (d) confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the bidder;*
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- (h) acknowledge that the information furnished is true and correct;*
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*

- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)
- (o) declare that the following responses to be true and correct:
Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?
(Tick applicable box)

YES	NO
☐	☐

If YES, the following information must be supplied:

1. The name(s) of the other Bidder(s) involved
2. The full details of the Bidder(s) participation

- (p) declare that all of the information furnished is true and correct

Signed _____ at.....this.....day
of.....
20.....

Name of Authorised Person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1.

PLEASE NOTE:

- *The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.*
- Bidders must sign the Form of Bid as well as Form "K" (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the COE, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.
- If particulars required in respect of the bid have not been completed the bid will be rejected , except, if only proof of specific goal/s claimed as provided for in Regulation 4 and 5 of The Preferential Procurement Regulations 2022, is not submitted, the bid will not be disqualified but no preference points will be awarded.
- In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) the bid will be rejected.

NAME OF BIDDING ENTITY

FORM “A”

CITY OF EKURHULENI

CONTRACT NUMBER: A-ICT 01-2024

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and Minimum Requirement

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 3 to 5 examples.**

2. Plant and equipment (owned or leased)

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends renting or acquiring, should the contract be awarded to him.

3. Size of enterprise and current workload

Evaluation of the bid's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

4. Staffing profile

Evaluation of the bid's position in terms of:

- Staff available for this contract being bided for
- Qualifications and experience of key staff to be utilised on this contract.

5. Previous experience/Capability/Company Experience

Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- Surety proposed
- Estimated cash flow
- Contact the bidder's bank manager to assess the bidder's financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

7. Central Supplier Database (CSD)

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

NB:

If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

10. Evaluation on Functionality

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

11. Remedies

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

(9)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value equal to or above R2 000 and up to R50 million (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
 - 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.
- 1.2 The value of this bid is estimated to exceed R50 million (all applicable taxes included) and therefore the (90/10) system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific goal/s.
- 1.3.1 The maximum points for this bid are allocated as follows:
- | | POINTS |
|---|---------------|
| 1.3.1.1 PRICE | (90). |
| 1.3.1.2 SPECIFIC GOAL/S | (10). |
| Total points for Price and Specific Goal/s must not exceed | 100 |
- 1.4 Failure on the part of a bidder submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“specific goals”** means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

- 2.4. **“Historically Disadvantaged Individual (HDI)”** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) came into operation. **(Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**
- 2.5. **“Youth”** means an individual between the ages of 18 and 35.
- 2.6. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.9. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13. **“non-firm prices”** means all prices other than “firm” prices;
- 2.14. **“person”** includes a juristic person;
- 2.15. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.20. **“Share Certificate”** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director's shareholding / ownership in the Company.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

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

Where:

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\max}$ = Comparative price of highest acceptable tender.

5. Points awarded for Specific Goal/s

- 5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
1.	Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
2.	An enterprise which is at least 50% owned by Historically Disadvantaged Individuals.	Identity document (certified not older than 6 months) Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC For persons living with disabilities (in addition to the above) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	3
3.	Local production and content.	Confirmation letter from the manufacturer - must stipulate local content minimum threshold. Exemption letter issued by DTI (in cases where the bidder does not satisfy the minimum thresholds,) (If applicable)	2
TOTAL SPECIFIC GOAL POINTS			10

NB: if bidders do not complete information or submit evidence required for the above table they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

- 5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.
- 5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement.
- 5.4 A trust, consortium or joint venture, will qualify for points provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.(if applicable)

5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.

5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

6. BID DECLARATION

6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		
3.		

7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 SPECIFIC GOAL/S: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above)

8 DECLARATION WITH REGARD TO BIDDING ENTITY

8.1 Name of bidding entity;

8.2 VAT registration number:

8.3 Registration number of bidding entity:

8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole proprietor
- ☐ Close corporation
- ☐ Company
- ☐ Trust
- ☐ Other (specify)

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 CLASSIFICATION

[TICK APPLICABLE BOX]

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

Consumer Account Number

Stand Number

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration.....;

Date on which bidder commenced business, if different from
date of registration......

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If it is detected that false information regarding the specific goal/s, local production content, or any other matter which will affect or has affected the evaluation of the tender, or where the tender has failed to declare any subcontracting arrangements, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder/ contractor, its shareholders and/or directors, or only the shareholders and/or directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:**INFORMATION OF BIDDING ENTITY**

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE..... NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN NUMBER

--

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

_____	_____
_____	_____

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

_____	_____
_____	_____

6. Company, close corporation, or trust registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

7. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).
8. For joint ventures/ consortiums the following must be attached:
- Written authority **of each JV / consortium partner**, for authorized signatory.
 - The joint venture/ consortium agreement.
9. For Trusts the following must be attached
- a. Certified copy of the trust deed;
 - b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
 - c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES,
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

NAME OF BIDDING ENTITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST** and of jointly performing such contract.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2nd enterprise

..... %

.....

Full Name and address of 3rd enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

Or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures

Physical facilities

Description	Address	Area (m ²)

Description: Owned Plant / Equipment	Number of units

Description: Hired Plant / Equipment	Number of units

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Financial Ability (Ability to Deliver) – previous annual turnover or any other proof of financial ability is limited to proof of financial ability from an accredited financial institution (registered in South Africa).	R500 000

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**Size of enterprise and current workload**

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R

List your current contracts and obligations

Description	Value (R)	Start date	Duration	Expected completion date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**NAME OF BIDDING ENTITY****EQUITY OWNERSHIP – (COMPULSORY)**

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE**KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS**

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

**I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

²⁵
Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff:	Number of staff

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	Fibre installation Technicians x2 • With Optic Fibre Installer Certification • 3 years' experience in fiber installation.

REQUIRED DOCUMENTS:

BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Fibre installation Technicians x2

- Copy of a valid Optic Fibre Installer Certification
- Copy of CV demonstrating a minimum of 3 years' experience in fibre installation.

Please Note:

- All foreign qualifications must be SAQA (South African Qualifications Authority) accredited.
- All professional Registrations must be in good standing during the period of tender evaluation.
- The city reserves the right to verify the submitted documents.

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**Proposed Key Personnel**

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

DESIGNATION	NAME & SURNAME	NATIONALITY:	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
Fibre installation Technician						
Fibre installation Technician						

REQUIRED DOCUMENTS:

BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Fibre installation Technicians x2

- Copy of a valid Optic Fibre Installer Certification
- Copy of CV demonstrating a minimum of 3 years' experience in fibre installation.

Please Note:

- All foreign qualifications must be SAQA (South African Qualifications Authority) accredited.
- All professional Registrations must be in good standing during the period of tender evaluation.
- The city reserves the right to verify the submitted documents.

NB! Failure to submit the above-mentioned documents will result in disqualification.

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Relevant previous Company Experience – Completed Project	Bidder listed One (01) completed project where the bidder had successfully installed and commissioned a fibre project. (Minimum 10 km)

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Company Experience

Relevant previous Company Experience:

- One Signed Reference Letter on the **Bidder's Client Letter Head** (The reference letter must be from the client which the bidder provided the services to) with Contactable Reference/s from the bidder's previous client confirming relevant experience in installing and commissioning a **minimum 10 km fibre project**.

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**Previous Company Experience**

Provide the following information on **relevant** previous experience

Give at least two (2) names and telephone numbers and e-mail address per reference.

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		
					Email:		

Financial ability to execute the project (Not Applicable for this bid)

Provide details on the surety you will provide if the bid is awarded to you

Which of the following institutions will provide surety? (details must be provided) (Refer to Form "M" – Special Conditions of Contract)

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):

- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998):

- Cash: _____

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer utilizing the underlying table

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a - b Net cash flow	
1			d	j=d
2			e	j+e = k
3			f	k+f = l
4			g	l+g = m
5			h	m+h = n
6			Etc	Etc
7				
8				
9				
10				
11				
12				
Maximum negative cash flow. Take the largest negative number in the last column and write it in here ← ← ← ← ← ← ← ← ← ← ← ← ←				

NOTES

- Value added tax to be included in all amounts
- Assume payment of certificates within 30 days of approval of certificate

From what source will you fund the above negative cash flow amount (e.g. Funds internally available, bank overdraft, loan, etc)

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

PLEASE REMEMBER:

- (1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.
- (2) TCS PIN NUMBER;
- (3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;
- (4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT;
- (5) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**NAME OF BIDDING ENTITY****FORM "B"****CITY OF EKURHULENI****CONTRACT NUMBER: A-ICT 01-2024**

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of Owner of the Bidding Entity:

3.2 Identity Number if applicable:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company or business entity, exercises control and is actively involved in its management.

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?
(Tick applicable box)

YES	NO

3.8.1 If yes, furnish particulars.

.....

3.9 Have you been in the service of the state for the past twelve months?
(Tick applicable box)

YES	NO

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (close family member, partner or associate?)
with persons in the service of the state who may be involved
with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you aware of any relationship (close family member, partner or associate) 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?

(Tick applicable box)

YES	NO

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers,
shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO

3.12.1 If yes, furnish particulars.

.....

.....

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

(Tick applicable box)

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.

(Tick applicable box)

YES	NO

- 3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**NAME OF BIDDING ENTITY****FORM “C”****CITY OF EKURHULENI****CONTRACT NUMBER: A-ICT 01-2024**

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the CITY OF EKURHULENI (COE), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

PLEASE NOTE:

1. This bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly -

- (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,(unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- (3) A **complete set** of Annual financial statements submitted must comply with the City's requirements.

A complete set of financial statements comprises:

- (a) a statement of financial position as at the end of the period;
- (b) a statement of profit or loss and other comprehensive income for the period;
- (c) a statement of changes in equity for the period;
- (d) a statement of cash flows for the period;
- e) notes, comprising significant accounting policies and other explanatory information;
- (f) comparative information in respect of the preceding period.

- (4) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.
- (5) If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected

PLEASE NOTE further that if no Three (03) Annual Financial Statements are attached, the bid will be rejected

Please indicate by ticking in the applicable BOX.

PLEASE COMPLETE AND INDICATE	YES/NO
Is bidder required by law to prepare financial statements for audit or independent review?	
If yes, are the audited or independently reviewed annual financial statements attached?	
If no, are the unaudited annual financial statements attached?	
Joint Venture/ Consortium / Partnership	YES/NO
Are consolidated joint venture/consortium/partnership annual financial statements attached?	
If not, are annual financial statement for all parties to the consortium/joint venture/partnership attached?	

Failure to comply with the above requirement will render the bid as a non-responsive bid.

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

Name of Duly Authorised Signatory: (Please print)

Authorised Signature:

As witness: 1.....

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**NAME OF BIDDING ENTITY****FORM “D”****CITY OF EKURHULENI****CONTRACT NUMBER: A-ICT 01-2024**

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

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. wilfully 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.**

4.1	Is the bidder or any of its directors and/or shareholders listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors and/or shareholders 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)? Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If 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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**NAME OF BIDDING ENTITY****FORM “E”****CITY OF EKURHULENI****CONTRACT NUMBER: A-ICT 01-2024**

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form “E” must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Chain Management 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 Form “E” 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 (Form “E”) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NUMBER: A-ICT 01-2024

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF EKURHULENI

(Name of Municipality / Municipal Entity)

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME OF BIDDING ENTITY

FORM "F"

CITY OF EKURHULENI

CONTRACT NUMBER: A-ICT 01-2024

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and specific goal/s.
- 1.2. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.3. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

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

1.4. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Cable Supply and Blowing or floating	90%
Cable supply and Manual hauling	90%
Cable Pulling out (Discover/replace damaged cable)	90%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PLEASE NOTE:

ANNEXURE C TO BE COMPLETED FOR SCORING POINTS FOR SPECIFIC GOALS

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Pula EU GBP [illegible]

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

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

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

(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender	
---	--

Date: _____

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS ANNEXURE C IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

Imported Content Declaration - Supporting Schedule to Annex C

EU	R 9.00	GBP	R 12.00
----	--------	-----	---------

Calculation of imported content

(D19) Total exempt imported value

Calculation of imported content

(D32) Total imported value by tenderer

Calculation of imported content

(D45) Total imported value by 3rd party

Calculation of foreign currency payments

Summary of

(D51)

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

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

This total must correspond with
Annex C - C23

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

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

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

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

(E13) **Total local content**

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "G"**CITY OF EKURHULENI**

CONTRACT NUMBER: A-ICT 01-2024

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

DECLARATION FOR MUNICIPAL ACCOUNTS**MUST BE COMPLETED FOR THIS BID**

Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- (i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:
- (ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

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

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "H"

CITY OF EKURHULENI

CONTRACT NUMBER: A-ICT 01-2024

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
- (ii). That at the closing date of the bid, the **bidder** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii). That at the closing date of the bid, any of **the directors/members** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

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

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

NAME OF BIDDING ENTITY

FORM “I”

CITY OF EKURHULENI

CONTRACT NUMBER: A-ICT 01-2024

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

SPECIFICATION:

SPECIFICATION AS APPROVED BY THE BID SPECIFICATION COMMITTEE IN TERMS OF REGULATION 27 OF THE SUPPLY CHAIN MANAGEMENT REGULATIONS:

1. SCOPE OF WORK

The City has therefore decided to solicit the assistance of highly established Broadband and Telecommunication company to assist the City with the following; but not limited to:

1.1 Fibre Installation Services

- a) Installation of Fibre as per the scope of work provided by the City;
- b) Provision of Managed Services; and
- c) Operation and Maintenance of the network;

2. EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	Fibre installation Technicians x2 • With Optic Fibre Installer Certification • 3 years' experience in Fiber Installation.
Financial Ability (Ability to Deliver) – previous annual turnover or any other proof of financial ability is limited to proof of financial ability from an accredited financial institution (registered in South Africa).	R500 000
Relevant previous Company Experience – Completed Project	Bidder listed One (01) completed project where the bidder had successfully installed and commissioned a fibre project. (Minimum 10 km)

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:**BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:****Fibre installation Technicians x2**

- Copy of a valid Optic Fibre Installer Certification
- Copy of CV demonstrating a minimum of 3 years' experience in Fibre Installation.

Please Note:

- All foreign qualifications must be SAQA (South African Qualifications Authority) accredited.
- All professional Registrations must be in good standing during the period of tender evaluation.
- The city reserves the right to verify the submitted documents.

Company Experience**Relevant previous Company Experience:**

- One Signed Reference Letter on the **Bidder's Client Letter Head** (The reference letter must be from the client which the bidder provided the services to) with Contactable Reference/s from the bidder's previous client confirming relevant experience in installing and commissioning **a minimum 10 km fibre project**.

NB! Failure to submit the above-mentioned documents will result in disqualification.

3. SPECIFIC GOAL REQUIREMENT**Points awarded for Specific Goal/s**

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
1.	Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
2.	An enterprise which is at least 50% owned by Historically Disadvantaged Individuals.	Identity document (certified not older than 6 months) Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC For persons living with disabilities (in addition to the above) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number,	3

	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
		c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	
3.	Local production and content.	Confirmation letter from the manufacturer - must stipulate local content minimum threshold. Exemption letter issued by DTI (in cases where the bidder does not satisfy the minimum thresholds,) (If applicable)	2
TOTAL SPECIFIC GOAL POINTS			10

NB: if bidders do not complete information or submit evidence required for the above table they will not be awarded any specific goals points. All evidence **MUST** be submitted at bid closure and **MUST** be valid at the close of bid for point's allocation purposes.

IT MUST BE NOTED THAT THE CITY IS IN THE PROCESS OF IMPLEMENTING FIBER COMMERCIALIZATION, THE CITY THEREFORE RESERVES THE RIGHT TO TERMINATE THE CONTRACT AT ANY GIVEN TIME SHOULD THE FIBRE COMMERCIALIZATION BE COMPLETED BEFORE THE END OF THE CONTRACT.

4. DETAILED SCOPE OF WORK

4.1 INSTALLATION SERVICES

The successful service provider's responsibilities will include, but not be limited to:

4.1.1 Fiber Provisioning and Installation

This will include, but not be limited to:

1. Perform civil works required
2. Providing and installing Fiber Optic Cable
3. Re-instatements where required
4. Installing the ground draw boxes, ODFs and dome joints
5. Splicing and termination

The following are the general requirements for the CoE Metro Fibre project. The cables shall be laid and installed according to the specification contained herein.

4.1.2 Preventative Maintenance

The Fibre preventative maintenance schedule needs to be mutually agreed and must include the following:

1. All non-active Fibre cores to be tested via OTDR testing every three months.
2. Ten cores in each cable must be tested at least once every six months except where a Fibre Management System (FMS) is in place.
3. The network links must be physically inspected at least every four months to detect any risk to the network, potential breaks to the network, any deterioration of network health and neatness in the manholes.

4.1.3 Fibre Break-Fix

1. The supplier will be required to locate the breaks, fix the breaks, test the Fibre after fixing the fault.
2. The break-fix may also include excavation, replacing a section of the duct, replacing a section of the Fibre, closing the trench and performing re-in statements.
3. The supplier will be responsible for obtaining the wayleaves that must be issued in COE's name.

4.1.4 Fibre Re-Location

The supplier may be required at times to relocate a section of the Fibre. This will include:

1. Performing the survey and produce a quotation as well as a proposed relocation plan;
2. Obtaining the Fibre and deliver to site;
3. Install the Fibre taking care that no damage to the Fibre occur;
4. Installing the ground draw boxes, ODFs and dome joints;
5. Splicing and termination;
6. Testing;
7. Performing re-instatements.

4.1.5 Fibre Cut-In

When new Fibre is built as part of another contract and that Fibre needs to be connected to the live network, the connection of the Fibre to the live network needs to be performed. This will include:

1. Installing the ground draw boxes and connectors if required;
2. Splicing and termination of new link into the existing network;
3. Testing and commissioning.

4.1.6 Trenching

The CoE adopted the ITU-T standards for traditional trenching techniques. The Contractor must adhere to specifications of the ITU-T handbook:

1. Chapters 2 (Cable characteristics),
2. 3 (Optical cable installation),
3. 4 (splicing and connectors) and
4. 10 (Maintenance).

5. The trenches in general shall be excavated to 800mm depth;
6. All surfaces must be reinstated to the same or better condition than before;
7. At least 20 to 30 meters slack should be left in each manhole for slack management.

4.1.7 Testing and Handover

This will include, but not be limited to:

1. OTDR traces on fiber optic routes: Ten cores in each cable must be tested at least once every six months except where a Fiber Management System (FMS) is in place. This will include OTDR (1310nm/1550nm/1625nm). Note minimum acceptance criteria under COE Specific Standards;
2. Performing duct integrity tests;
3. Ensuring the results of the tests are within acceptable ranges;
4. Obtaining sign-off for As-Build documentation;
5. Conducting an on-site handover meeting to the Project manager, Technical Lead and the Regional Network manager; and
6. Obtain a hand-over certificate

4.1.8 As-Built Reporting

Provide a complete As-Built documentation as per format specified by COE. This include but not limited to:

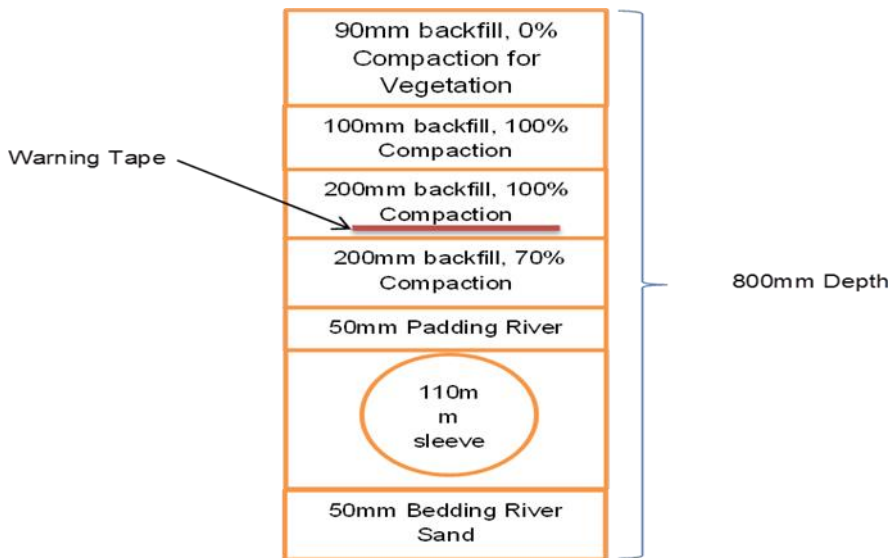
1. Drawing with exact locations
2. GPS co-ordinates for manholes, handholes, etc.
3. Splicing diagrams
4. OTDR test results
5. Duct Integrity Test results
6. Final Bill of material/quantities/services
7. Wayleaves
8. Providing the Municipal civil works approval certificate

5. CoE Standard Adherence and Material

1. Must adhere to specifications of the ITU-T Handbook Chapters, 2 (Cable characteristics), 3 (Optical cable installation), 4 (splicing and connectors) and 10 (Maintenance).
2. The Contractor will provide all material (cable, joints, manholes, ducting, Fiber, etc.) and the Contractor is required to store this maintenance material in their warehouses.
3. Fiber Type: The core ring Fiber must be single mode, G.652 Fiber, and 48,72 or 96 core Fiber for trenched Fiber in a 7*way,4*way and 2*way HDPE duct, which is then installed in a 110mm duct or 50mm bosal pipe.
4. Armored Fiber for selected routes: Fiber SM Heavy Duty Duct Cable with Corrugated Steel Tape Armoring as well as 96, 48, 24, and 12 Micro Fiber.
5. Pulled Fibre or blown Fibre will be required;
6. Blown Fibre:
7. Must be installed in either a 4-way or 7-way duct
8. Stack box (Draw-box):
9. Dome Joints.

10. Note specifically OTDR test result specifications: "Recommendation ITU-T G.671 gives a maximum value of 0.3 dB for the insertion loss of fusion splices with active alignment and a maximum value of 0.5 dB for the mechanical splices and for fusion splices with passive alignment.

5.1 Supplementary to these the contractor must comply to the following standards:



5.1.1 Trenching depth

1. The trenches in general shall be excavated to 800mm depth and that the uppermost ducts have a cover of 640mm backfill in all soil conditions except hard rock.
2. The trench in rock or hard rock will be relaxed to a depth of 450mm backfill cover over the uppermost duct and be protected by a concrete slab (either pre-cast, or cast in situ) placed on top of the Padding material before backfilling. The concrete slab shall have strength of 20Mpa and measure 75mm thick by 300mm wide, by up to 1000mm in length.

5.1.2 Re-instatement

1. All surfaces must be reinstated to the same or better condition than before.
2. A Civil Roads Authority Certificate must be obtained after completion.

5.1.3 Slack management

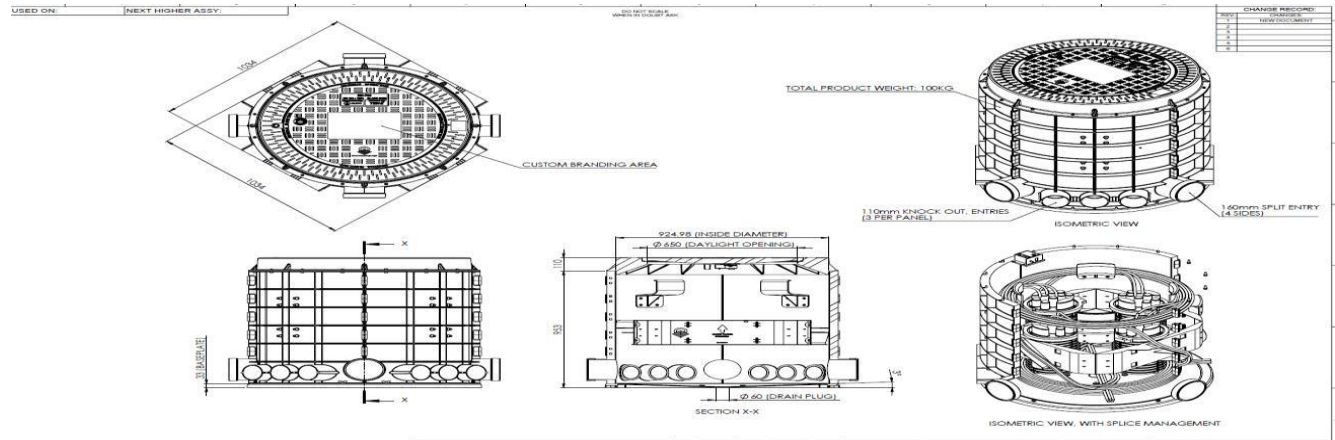
1. At least 30 meters slack should be left in each manhole

5.1.4 Manholes

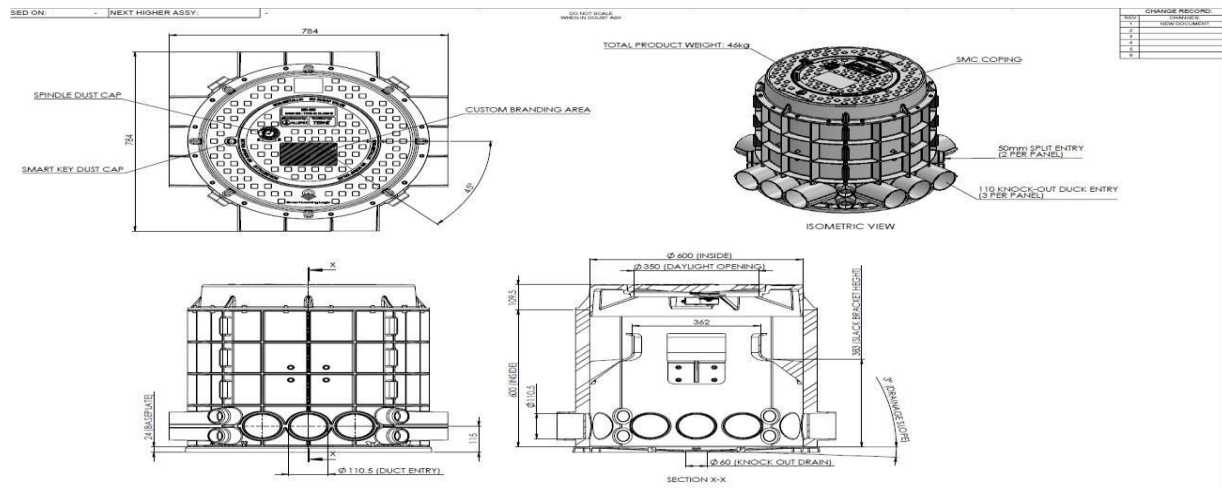
The preferred type of manhole:

1. SMC: Sheet Molded Compound, a polyester based glass Fiber reinforced polymer.
2. Polypropylene slack brackets
3. Steel Slack brackets – COE to determine implementation
4. Pre-fabricated coping and lid
5. Code based Unique lock design confidential to COE only.

Metro Standard Split Base



Hand Holes



Where approved, the following manhole can also be installed: double skin clay brick and mortar manhole including frame and cover (1000mm length x 1000mm width x 1000mm depth - inside dimensions).

5.1.5 Manhole Numbering

When Numbering or Naming a Manhole Road maker paint must always be used:

1. Rectangular block of 300mmx75mm on the manhole coping shall be painted with yellow road marker paint.
2. Then for naming a black road marker paint shall be used with the 50mm stencil on the rectangular yellow painted block.
3. A second naming will be done on the inside of the coping using black road marker paint and 50mm stencils
4. Then for naming a black road marker paint shall be used with the 50mm stencil on the rectangular yellow painted block.

5. A second naming will be done on the inside of the coping using black road marker paint and 50mm stencils.

5.1.6 GLAM Smart Key

The GLAM GSM smart key is aimed at controlling and managing access to MH's thus an all in one device to operate GLAM locks and seals. The key is used to "energize" GLAM the devices for locking/unlocking. This is done by using the key's internal power source. The key manages all communication with the lock to authenticate and operate the system. Data communication to the GLAM Platform is provided via a GSM modem housed in the key. The key captures all events relating to an access incident in a log file and updates the GLAM centralized management platform of all activity and statuses via a GSM network

5.1.7 GLAM GSM Technical Specifications

Construction: ABS Plastic with stainless steel antenna housing integrated LCD display

1. **Dimensions: 72mm x 29mm x 148mm**
2. **Communication: GSM- SIM card included**
3. **Power Source: 2000mAh Lithium Ion**
4. **IEC Tests Passed: IEC 61000-4-2 (2008) Electric Discharged Immunity and IEC 61000-4-3 (2008) Radiated, Radio Freq, Electromagnetic Field**

5.1.8 Documentation

1. All documentation under the contract shall be the property of the City.
2. The contractor will provide an updated set of files for each Fiber link where any work has been done.
3. At the end of the contracted period, the Contractor will return all files and network related documentation to the city.

5.1.9 Fibre Cabinet

COE requires high density optical distribution Fiber cabinets with the following specifications:

- 5.1.9.1 It is based on compact modules accommodating connectors, adapters and pigtails.
- 5.1.9.2 Modules are located in the column in the middle part of the rack.
- 5.1.9.3 This cabinet is used mainly in FTTH distribution points
- 5.1.9.4 Capacity of 72 modules - 864 SC connectors or 1728 LC connectors
- 5.1.9.5 Standard rack dimensions - 2200 × 600 / 900 × 300 mm
- 5.1.9.6 Easy manipulation and comprehensive arrangement of terminated optical cables
- 5.1.9.7 Modular design allowing to split investment in time according to demand
- 5.1.9.8 Supports back to back or side by side installation including sufficient raceways for patch cord routing between racks
- 5.1.9.9 Compact modules accommodating connectors adapters, pigtails and Fiber splices including the excess length storage of micro cable (3m), indoor optical cable up to 4mm outside diameter or optical cable buffer

- 5.1.9.10 Manipulation with the compact module does not impact any other optical Fiber in neighboring
- 5.1.9.11 modules
- 5.1.9.12 Compact modules support pre-terminated cables, accommodates ribbon splices and ribbon fan-outs.

5.2 Health and Safety

All OHS Act health and safety requirements must be adhered to. Supplementary COE health and safety requirements

1. Open manholes must immediately be made safe with warning tape after being reported.
2. Excavations, cable laying and backfilling operations shall be programmed to minimize damage and inconvenience to people due to open trenches, holes, dumped soil and stones.
3. The amount of trenching to be carried out on a day shall be carefully assessed taking the availability of cable and workforce into account. No cable trenches may be open for more than two consecutive days.
4. It is a requirement of this contract that written notice to occupants of properties where the entrance needs to be closed off for excavations for cables be given at least two working days in advance after arranging suitable times for such closures that will cause the least inconvenience to the people affected. Any such excavation must be backfilled to a trafficable condition before 17h00 on the day that it was opened.
5. Furthermore, all vehicle access driveways shall be closed as soon as possible. Where necessary, temporary bridges of braced steel plates shall be placed over open trenches, where vehicles have to cross whilst the trench is open.
6. It is a prime requirement of this contract that all open trenches be barricaded with steel stakes 1,2m high placed no more than 12m apart and plastic warning mesh/tape at all times to alert people of the danger. At night these measures shall be supplemented by placing rechargeable battery powered stroboscopic flashing red lanterns at intervals of no more than 20m at the top of the barricade stakes. These trenches shall be patrolled at night by watchmen, installing at least one person per 100m of open trench.
7. The Contractor shall at its own cost take out insurance cover in respect of all risks for which it is prudent to insure against, including any liability it may have as a result of its activities under this bid and losses that may arise due to, theft, destruction and damage to property. The service provider is required to have the following insurance in place before commencement of the project.
 - **Public Liability Insurance with a limit of R5 million**
 - **Construction All Risk**
 - **SASRIA**
8. Notices, signs, barricades and advertisements
- 8.1 All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bided rates.

9. COE shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

5.3 Security

1. The Contractor shall provide adequate security measures to prevent the risk to theft.
2. The Contractor shall at its own cost take out insurance cover in respect of all risks for which it is prudent to insure against, including any liability it may have as a result of its activities under this bid and losses that may arise due to, theft, destruction and damage to property. The service provider is required to have the following insurance in place before commencement of the project.

- **Public Liability Insurance with a limit of R5 million**
- **Construction All Risk**
- **SASRIA**

6 Communication

6.1 Way leaves

1. The Supplier is responsible for obtaining Way-Leaves.
2. It is an explicit condition of this contract that all stipulations contained in the way leaves are to be meticulously followed. The Contractor will be responsible for any claims raised as a result of non-compliance with a stipulation in a way-leave, and indemnifies the Council against any claim in this regard.
3. All wayleaves **MUST** be issued to City of Ekurhuleni.
4. The contractor shall not proceed with any excavations in an area until he is in possession of the way-leave covering that area.

6.2 Community involvement

As this project is a labour intensive, especially in the low-income area of the Municipality, the Contractor shall familiarize himself with the existing Community Leaders and Ward Councilors where the project is to be executed, prior to the commencement thereof. Arrangements for Local labour assistance shall only be negotiated with the relevant consent and assistance of the aforementioned.

6.3 Rubble Removal

Remove all rubble, stones and excess soil form the jointing area.

6.4 Access to properties

1. The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall always provide and allow pedestrian and vehicular

access to properties within or adjoining or affected by the area in which he is working.

2. If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.
3. Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

7 Network Testing Tool

The proposed network testing tool should be able to perform the following tests:

- Should be able to test the integrity of fiber optic cables.
- Must be able to verify splice loss, measure length and find faults.
- Should be able to provide information regarding the performance of fiber optic cable when it is newly installed, original trace and a second trace
- Should be able to test long cables (more than approximately 250 meters or 800 feet) or cable plants with splices.
- Should be able to provided sufficient information to enable the technicians to do network traces are used for troubleshooting and show where breaks are in fiber when traces are compared to installation documentation.

8 Smart Locking

- The lock system must have a central Access Management Solution manages user requirements by controlling access to critical equipment housed
- The lock system must not require any power connection to operate
- This device must be water, dust proof. Ip 67 certified
- The Lock must work with a Smartkey, whilst communication is wireless
- Must operate with a steel locking pin

9 Acceptance Test

The cable plant acceptance test shall be performed by the cable contractor in presence of the COE and Winning Bidder Cable Plant Project Manager. Visual inspection of the entire outside plant route shall be performed. Additional detailed inspections on randomly chosen sections and on all critical areas shall be

performed. The inspection shall be completely non-intrusive, meaning no sealed components shall be opened for inspection.

The following are detailed spot-on test procedures and requirements:

9.1 Conduits and Ducts Inspection

1. Inspection of ducts interconnection continuity shall be randomly performed in manholes to ensure it is properly attached without violation of cable bend radius and in accordance with locally prescribed standards.
2. **Micro Duct DIT (Duct Integrity Test) tests**
 - **Air Test**
 - The purpose of the air test is to verify continuity of the duct under test between two fixed points in the network i.e. manholes. On long haul routes the typical distances between manholes will be the length of the cable that is going to be installed, which will then be considered a standard test length.
 - On routes where the duct under test passes through manholes, as in built-up areas where manholes are installed at short distances due to the topography of the routes, verify that couplers are fitted in by-pass manholes where there is no need for the optical Fibre cable to be stored or spliced.
 - **Sponge Test**
 - The purpose of the sponge test is to clean the ducts of any dirt, insects and water that may have entered into the ducts.
 - Any small obstacle can cause the mandrill to get stuck in the ducts and will also damage the low friction lining on the inside of the ducts
 - **Mandrill Test**
 - The purpose of the mandrill test is to verify that 85% of the inside diameter of the duct is available throughout the entire test section for the successful installation of an optical Fibre cable.
 - Multiple indentations and sharp bends in the duct will cause accumulated friction on the Fibre cable and will limit installation distances drastically.
 - **Pressure Test**
 - The purpose of the pressure test is to ensure that the duct can hold a continuous pressure of at least 10-bar, which will be introduced into the duct during cable blowing. Pressure of up to 12-bar is used to blow micro cables into micro ducts.
 - Any leak in the duct can lead to possible damage of the Fibre cable, as the cable will follow the path of the biggest airflow. Leaks in ducts will also reduce cable installation distances.

- **DCP Test**

- DCP tests shall be done on the trench (at intervals of 100m) and at manhole positions (4 tests per manhole position) and test results shall be recorded and submitted.

- **Fibre Testing**

- Fibre section loss is a key index that determines whether Metro network can function properly and whether services can be provisioned successfully. The Fibre section loss test result is used to determine whether Metro project is accepted.
 - OTDR is used to test the fiber length and events on this fiber. Bi-directional testing is required, and the loss of each event is the mean value of 2 tests. Testing should be taken at both 1310nm and 1550nm.
 - The typical loss of each element in Metro Network is shown in the table below:

Name		Mean loss (dB)
Connection point	Connector	0.5
	Fusion splicing (by splicing machine)	0.1
	Fusion splicing (by OTDR)	0.25
Optical fiber (G.652D)	1310 nm (per km)	0.4
	1550 nm (per km)	0.25

10 Competencies of supervisory and management staff

The Contractor site supervisor must:

1. Be suitable skilled and experienced in the handling of Fiber – refer ITU-T standards

11 Service Level Agreement Requirements

11.1 Project Plan

1. Within a week of the initial meeting Service Provider will submit an initial project plan outlining the activation of the project with planned timelines for each phase of the project. The project plan will be agreed in writing and this will form the baseline for measuring project performance.
2. The Planning/Survey and Installation Phases per Site should be indicated separately.
3. The final Project Plan per Site will be mutually agreed and signed off by both Parties.

11.2 Penalty Regime

1. At commissioning of each project, a schedule will be pre-agreed in writing. The SLA refers to delivery on time. The following penalty structure will apply for late delivery:
 - The penalty for not delivering on time will be measured per project / order and will be:
 - 1.5% payment penalty per day of late delivery up to a limit of 10%.
 - Thereafter, 3% payment penalty per day to a limit of 30%.
 - COE reserves the right to cancel the contract should the contractor fail to deliver on time for more than 3 orders over a rolling 12-month period.
 - Should the Service Provider fail to deliver services for an incident logged as per the SLA target period, COE will be entitled to obtain these services from a third party under supervision of the Service Provider and COE, subject to COEs preference.
 - A Service Level Agreement will be entered with the successful service provider/s

NAME OF BIDDING ENTITY

FORM “J”

CITY OF EKURHULENI

CONTRACT NUMBER: A-ICT 01-2024

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

VARIATIONS AND OMISSIONS:

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality's specification, in all respects, **except as stated hereunder;**

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AUTHORISED PERSON'S SIGNATURE

DATE

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**FORM “K”****CITY OF EKURHULENI****CONTRACT NUMBER: A-ICT 01-2024**

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

SCHEDULE OF PRICES**PLEASE NOTE:**

- THAT ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY.
- THAT THIS BID WILL BE EVALUATED AND AWARDED AS A WHOLE TO A MAXIMUM OF 3 SERVICE PROVIDERS.
- THAT ALLOCATION WILL BE BASED ON THE 50,30,20 PRINCIPLE FAVOURING THE HIGHEST SCORING BIDDER. HOWEVER, PERFORMANCE WILL BE CONSIDERED IN ALLOCATING FURTHER WORK.
- THE RATES OF THE HIGHEST SCORING BIDDER MAY BE OFFERED TO THE SECOND, THIRD, AND FURTHEST HIGHEST SCORING BIDDERS.
- IF THE RATES OF THE HIGHEST SCORING BIDDER ARE DEEMED TO BE BELOW THE MARKET, ALL ACCEPTABLE BIDDERS BELOW THE MARKET WILL BE OFFERED THEIR OWN RATES. SUBSEQUENTLY, ALL ACCEPTABLE BIDDERS ABOVE THE MARKET MAY BE OFFERED UNIFORM RATES WHICH ARE DEEMED TO BE MARKET RELATED AS DEFINED BY THE INDUSTRY.

QUOTED PRICE:

- If any portion of the bid contains imported goods, that portion must be indicated (%) and based on a rate of exchange of **R19.00 per \$1.00 (US dollar)**, for evaluation purposes.
- Bidders must note that the final rate of exchange will be the rate applicable on date of order.

Section A: Fibre cement manholes and draw boxes

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
Fibre cement manholes and draw boxes	Supply Cement manhole with ring slab and lockable lid for heavy duty	Each	100		
	Supply Cement manhole with ring slab and lockable lid for light duty	Each	100		
	Supply Cement manhole with ring slab and non-lockable lid for heavy duty	Each	100		
	Supply Cement manhole with ring slab and non-lockable lid for light duty	Each	100		
	Supply Draw box with ring slab and lockable lid for heavy duty	Each	100		
	Supply Draw box with ring slab and non- lockable lid for heavy duty	Each	100		
	Supply Draw box with ring slab and lockable lid for light duty	each	100		
	TOTAL				

Section B: Polyethylene manholes and draw boxes

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat))	Total Price (Excl Vat)
Polyethylene manholes and draw boxes	Supply Polyethylene manhole with ring slab and with lockable lid for light duty	Each	100		
	Supply Polyethylene manhole with ring slab and with non-lockable lid for light duty	Each	100		
	Supply Polyethylene Draw box with ring slab and lockable lid for light duty	Each	100		
	Supply Polyethylene Draw box with ring slab and non-lockable lid for light duty	Each	100		
	TOTAL				

Section C: Built manholes, cable pits and chambers

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
Built manholes, cable pits and chambers	Supply an on-site built manhole with required lid and ring slab	Each	100		
	Supply an on-site built cable pit with required lid and ring slab	Each	100		
	Supply an on-site built chamber with required lid and ring slab	Each	100		
	TOTAL				

Section D: Supply of DUCTS, danger tapes and concrete slabs

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
Supply of DUCTS, danger tapes and concrete slabs	Supply small diameter ducts (32mm - 40mm)	per m	100		
	Supply 110mm ducts without sub ducts	per m	100		
	Supply 110mm ducts - with 1 sub duct	per m	100		
	Supply 110mm ducts - with 2 sub ducts	per m	100		
	Supply 110mm ducts - with 3 sub ducts	per m	100		
	Supply 110mm ducts - with 4 sub ducts	per m	100		

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
	Supply Galvanized metal pipe Small diameter ducts (32mm - 40mm)	per m	100		
	Supply Galvanized metal pipe 110mm ducts without sub ducts	per m	100		
	Supply Galvanized metal pipe 110mm ducts - with 1 sub duct	per m	100		
	Supply Galvanized metal pipe 110mm ducts - with 2 sub ducts	per m	100		
	Supply Galvanized metal pipe 110mm ducts - with 3 sub ducts	per m	100		
	Supply Galvanized metal pipe 110mm ducts - with 4 sub ducts	per m	100		
	Supply Galvanized metal pipe brackets	Each	100		
	Supply of Danger tape	per m	100		
	Supply of concrete for concrete slabs	per m ³	100		
	Supply of bedding and padding material	per m ³	100		
	Supply of press fit for cable joints (110mm ducts)	Each	100		
	Supply of coupler fit for cable joints (32mm- 40mm ducts)	Each	100		
	Supply of market posts	Each	100		
	Supply of draw tape	per m	100		
	Supply of DUCT tube	per m	100		
	Supply galvanised metal pipes	Each	100		

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
	small diameter ducts 32mm - 40mm, 90 section				
	Supply galvanised metal pipes 110mm duct, 90 section	Each	100		
	TOTAL				

Section E

Installation costs of trenches (excluding the costs listed above for supply of the various equipment which include the following: manholes, draw boxes, ducts, danger tapes, concrete slabs and bedding and padding material, draw tape)

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
Installation costs of trenches (excluding the costs listed above for supply of the various equipment which include the following: manholes, draw boxes, ducts, danger tapes,	Trenches in normal soil (including installing ,laying of the ducts and backfilling) - 1 x 110mm duct	per m	100		
	Trenches in normal soil (including and backfilling)- 2x 110mm ducts	per m	100		
	Trenches in normal soil (including installing ,laying of the ducts and backfilling)- 3x 110mm ducts	per m	100		
	Trenches in normal soil (including installing ,laying of the ducts and backfilling)- 4x 110mm duct	per m	100		

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
concrete slabs and bedding and padding material, draw tape)	Trenches in normal soil with concrete slabs (including installing the ducts and backfilling) - 1 x 110mm duct	per m	100		
	Trenches in normal soil with concrete slabs (including installing the ducts and backfilling) - 2x 110mm ducts	per m	100		
	Trenches in normal soil with concrete slabs (including installing the ducts and backfilling) - 3 x 110mm ducts	per m	100		
	Trenches in normal soil with concrete slabs (including installing the ducts and backfilling) - 4 x 110mm duct	per m	100		
	Trenches in hard or rocky soil (including installing , laying of the ducts and backfilling) - 1 x 110mm	per m	100		
	Trenches in hard or rocky soil ducts and backfilling) - 2x 110mm ducts	per m	100		
	Trenches in hard or rocky soil (including installing , laying of the ducts and backfilling) - 3 x 110mm ducts	per m	100		
	Trenches in hard or rocky soil (including installing , laying of the ducts and backfilling) - 4 x 110mm ducts	per m	100		

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
	Trenches in clay (including installing , laying of the ducts and backfilling) - 1 x 110mm duct	per m	100		
	Trenches in clay (including installing , laying of the ducts and backfilling) - 2 x 110mm ducts	per m	100		
	Trenches in clay (including installing , laying of the ducts and backfilling) - 3 x 110mm ducts	per m	100		
	Trenches in clay (including installing , laying of the ducts and backfilling) - 4 x 110mm ducts	per m	100		
	Trenches in solid rock (including installing , laying of the ducts and backfilling)	per m	100		
	Trenches in normal soil (including installing ,laying of the ducts and backfilling) - 1 x 32-40mm duct	per m	100		
	Trenches in normal soil (including installing ,laying of the ducts and backfilling)- 2x 32-40mm ducts	per m	100		
	Trenches in normal soil (including installing ,laying of the ducts and backfilling)- 3x 32-40mm ducts	per m	100		
	Trenches in normal soil (including installing ,laying of the ducts and backfilling)- 4 x 32-40mm duct	per m	100		
	Trenches in normal soil with concrete slabs (including installing the ducts	per m	100		

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
	and backfilling) - 1 x 32-40mm duct				
	Trenches in normal soil with concrete slabs (including installing the ducts and backfilling) - 2x 32-40mm ducts	per m	100		
	Trenches in normal soil with concrete slabs (including installing the ducts and backfilling) - 3 x 32-40mm ducts	per m	100		
	Trenches in normal soil with concrete slabs (including installing the ducts and backfilling) - 4 x 32-40mm ducts	per m	100		
	Trenches in hard or rocky soil (including installing , laying of the ducts and backfilling) - 1 x 32-40mm duct	per m	100		
	Trenches in hard or rocky soil (including installing , laying of the ducts and backfilling) - 2x 32-40mm ducts	per m	100		
	Trenches in hard or rocky soil (including installing , laying of the ducts and backfilling) - 3 x 32-40mm ducts	per m	100		
	Trenches in hard or rocky soil (including installing , laying of the ducts and backfilling) - 4 x 32-40mm ducts	per m	100		

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
	Trenches in clay (including installing , laying of the ducts and backfilling) - 1 x 32-40mm duct	per m	100		
	Trenches in clay (including installing , laying of the ducts and backfilling) - 2 x 32-40mm ducts	per m	100		
	Trenches in clay (including installing , laying of the ducts and backfilling) - 3 x 32-40mm ducts	per m	100		
	Trenches in clay (including installing , laying of the ducts and backfilling) - 4 x 32-40mm ducts	per m	100		
	Trenches in solid rock (including installing , laying of the ducts and backfilling)	per m	100		
	Tar Surface Re-Instatement's Tar Re-instatement	m2	100		
	Surface Re-Instatement's – Grass	m2	100		
	Surface Re-instatement's – Paving	m2	100		
	Surface Re-Instatement's – Concrete	m2	100		
	Re-Instatement's of Vegetation (or Seed)	m2	100		
	Surface Re-Instatement Side Walks-Done	m2	100		
	Installation of ducts on bridges	per m	100		

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
	Installation of manholes	Each	100		
	Installation of draw boxes	Each	100		
	Specialised road crossing by drilling (1 x 110mm HDPE, SABS Class 8)	per m	100		
	Specialised road crossing by drilling (1 x 114mm metallic pipe)	per m	100		
	DCP Testing	per test	100		
	DIT	per m	100		
	TOTAL				

Section F: Duct Hauling (excluding the costs to supply the sub ducts as listed above)

Category	Description:	Unit Of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
Duct hauling (excluding the costs to supply the sub ducts as listed above)	Hauling of one sub ducts in main duct	per m	100		
	Hauling of two sub ducts in main duct	per m	100		
	Hauling of three sub ducts in main duct	per m	100		
	Hauling of four sub ducts in main duct	per m	100		
	TOTAL				

Section G: Cable Supply and Hauling

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)	Local Content % (Cable)	Foreign Content %
Cable Supply and hauling	Cable Supply and Blowing or floating	per m	100			90%	
	Cable supply and Manual hauling	per m	100			90%	
	Cable Pulling out (Discover/replace damaged cable)	per m	100			90%	
	TOTAL						

Section H: Splicing & Termination costs.

Category	Description:	Unit Of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
Splicing & Termination costs	Splice Fibre in joint	per fibre	100		
	Splice protector	each	100		
	Tyco Flat fist 144F Dome closure	each	100		
	Fibre Qualification testing (Full ATP) - 72 fibre	each	100		
	Fibre Qualification testing (Full ATP) - 12 fibre	each	100		
	Fibre Qualification testing (Full ATP) - up to 6 fibers	each	100		

Category	Description:	Unit Of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
	Bi-Directional OTDR	each	100		
	Label cable in handhole	per handhole	100		
	Cabinet 600 x 600 x 43U 2000mm Height	each	100		
	R&M Patch Panel 19" 1U Unirack, 24-way, LC/PC, Splice tray incl.	each	100		
	R&M Patch Panel 19" 2U Unirack, 48-way, LC/PC, Splice tray incl.	each	100		
	R&M 19" 1U Patch Cord Slack Tray	each	100		
	Transportation Tubing 3mm Clear (TB202- 1035	per meter	100		
	Fibre cable Splicing	per splice	100		
	Fibre Termination on ODF	each	100		
	Prepare fibre joint - 24 core	each	100		
	OTDR testing	per splice	100		
	Splice Fibre in joint	each	100		
	Fibre patch 3 meters Single mode Lc to LC	each	100		
	Fibre patch 3 meters Single mode LC to SC	each	100		
	Fibre patch 3 meters Single mode SC to SC	each	100		
	Fibre patch 3 meters Multimode LC to LC	each	100		
	Fibre patch 3 meters Multimode LC to SC	each	100		

	Fibre patch 3 meters Multimode SC to SC	each	100		
	10 meters Single mode LC to LC	each	100		
	10 meters Single mode LC to SC	each	100		
	10 meters Single mode SC to SC	each	100		
	10 meters Multimode LC to LC	each	100		
	10 meters Multimode LC to SC	each	100		
	10 meters Multimode SC to SC	each	100		
	TOTAL				

Section I: Miscellaneous costs

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
Miscellaneous costs	End Cap 32mm-plastic cover 32mm	per m	100		
	End Cap 40mm-plastic cover 40mm	per m	100		
	+30% glass fibre manhole ensures	Each	100		
	Hosted solution application including up to 40 smart keys	Per solution	1		
	license fee (Smart Keys)	Per year	3		
	Smart Key costs including installation	Per Slot	100		
	TOTAL				

Section J: Additional Items

Category	Description:	Unit of Measure	Estimated Quantities	Unit Price (Excl Vat)	Total Price (Excl Vat)
Additional Items	Cutting of Tar, concrete, paving etc.	per m	100		
	Trenching in metropolitan areas - normal soil (0,45m W X 0,8m D)	per m	100		
	Trenching in metropolitan areas - hard or rocky soil (0,45m W X 0,8m D)	per m	100		
	Trenching in metropolitan areas - clay soil (0,45m W X 0,8m D)	per m	100		
	TOTAL				

Summary

<u>Section</u>	<u>Sub Total</u>
Section A	
Section B	
Section C	
Section D	
Section E	
Section F	

<u>Section</u>	<u>Sub Total</u>
Section G	
Section H	
Section I	
Section J	
SUB-TOTAL	
15% VAT	
GRAND TOTAL	

CONSUMER PRICE INDEX

- **PERIOD ONE (01):** BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID.
- **PERIOD TWO (02):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD ONE (01).
- **PERIOD THREE (03):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD TWO (02).

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

FORM “L”

CITY OF EKURHULENI GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.
- 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 activities” means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)
- 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 “Dumping” occurs when a private enterprise abroad markets 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.
- 1.10 “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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.11 “GCC” means the General Conditions of Contract.
- 1.12 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.13 “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.
- 1.14 “Local content” means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.

- 1.15 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.16 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.17 "Purchaser" means the organization purchasing the goods.
- 1.18 "Republic" means the Republic of South Africa.
- 1.19 "SCC" means the Special Conditions of Contract.
- 1.20 "SCM" means Supply Chain Management.
- 1.21 "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.
- 1.22 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.23 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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 and Copyright**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims for infringement of patents, copyright, trademarks, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 The ownership of any intellectual property, i.e. patents, copyright, trademarks and industrial design, developed by the supplier within the scope of this contract shall vest in 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 performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. **Inspections, tests and analyses**

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

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. **Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. **Insurance**

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

12. **Transportation**

Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. **Incidental Services**

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

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

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

14. **Spare parts**

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

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

15. **Warranty**

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the

port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment**

- 16.1 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:
 - An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
 - An original cancelled cheque (if applicable)
 - An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity
- 16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.3 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and proof of fulfilment of other obligations stipulated in the contract.
- 16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.
- 16.5 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

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

18. **Variation orders**

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

19. **Assignment**

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**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, where the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time without the application of penalties is agreed upon, pursuant to GCC Clause 21.2.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to its other rights, be entitled to claim damages from the supplier.

22. **Penalties**

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 judgement of the purchaser, has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 23.2 In the event that the purchaser lawfully 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 lawfully terminates the contract in whole or in part, the purchaser may decide to have a restriction penalty imposed on the supplier by causing such supplier to be prohibited from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends to have a restriction imposed on the supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days, the purchaser may regard the supplier as having no objection and proceed to cause the supplier to be restricted?
- 23.5 Any restriction imposed on any person will also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If the purchaser intends to have a restriction imposed on the supplier, the purchaser must, within five (5) working days of such decision, furnish the National Treasury, with the following information:
- (i) Written submissions as to whether the supplier should be restricted from conducting business with any organ of state; and
 - (ii) Written representations from the supplier as to why that tenderer should not be restricted from conducting business with any organ of state.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. **Antidumping and countervailing duties and rights**

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

rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. **Force Majeure**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. **Termination for insolvency**

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. **Settlement of Disputes**

The settlement of disputes will be in terms of paragraph 50 of the COE SCM Policy, which provides as follows:

- “50.** (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- (a) to assist in the resolution of disputes between the municipality and other persons regarding -
 - (i) any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
 - (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
- (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- (a) the dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) no response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person's rights to approach a court at any time.

28. Governing language

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.

29. Applicable law

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

29.1 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

29.2 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.

30. Taxes and duties

30.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

30.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

30.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

30.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

31. Transfer of contracts

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

32. Amendment of contracts

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

33. Prohibition of restrictive practices

33.1 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.

33.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

- 33.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Tribunal 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.

FORM “M”

CITY OF EKURHULENI

SPECIAL CONDITIONS AND UNDERTAKINGS:

- 1 1.1 DEFINITIONS:
 - 1.1.1 “Accounting Officer” in relation to the Municipality, means the Municipal Manager
 - 1.1.2 *Bid* means an offer to supply goods and/or services to the COE at a specified price or rate;
 - 1.1.3 *Bidder* means any person offering to supply goods and/or services to the COE;
 - 1.1.4 “CCC” shall mean Customer Care Centre
 - 1.1.5 “CM” shall mean City Manager of COE appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998
 - 1.1.6 *Contractor(s)* means the bidder whose bid has been accepted by the COE;
 - 1.1.7 *ED* means the *Executive Director* of the Department in the COE responsible for this bid or her/his duly authorised representative;
 - 1.1.8 *COE* or *Municipality* shall mean the CITY OF EKURHULENI;
 - 1.1.9 *Final delivery certificate* means the document issued by the COE confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
 - 1.1.10 *Letter of acceptance* means the written communication by the COE to the Contractor recording the acceptance by the COE of the Contractor's bid subject to the further terms and conditions to be included in the contract;
 - 1.1.11 *Signature date* and in relation to any contract, means the date of the letter of acceptance;
 - 1.1.12 *Termination date* - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate whichever is the latest;
 - 1.1.13 *Value added* means that portion of the bid price not constituting the cost of materials;
 - 1.1.14 *Warranties* - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.
- 1.2 Interpretation:
 - 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
 - 1.2.2 An expression which denotes-
 - 1.2.2.1 any gender includes the other gender;
 - 1.2.2.2 a natural person includes an artificial or juristic person and vice versa;
 - 1.2.2.3 the singular includes the plural and vice versa;
 - 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
 - 1.2.4 When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day

falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2 GENERAL UNDERTAKINGS BY THE BIDDER

2.1 I/we hereby bid:

- 2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the COE;
- 2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution inserted therein.

2.2 I/we agree further that:

- 2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the COE during the validity period indicated and calculated from the closing time of the bid.
- 2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.
- 2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:
- 2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the COE may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the COE;
- 2.2.3.2 in such event, I/we will then pay to the COE any additional expense incurred by the COE for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
- 2.2.3.3 the COE shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
- 2.2.3.4 pending the ascertainment of the amount of such additional expenditure the COE may retain such monies, guarantee or deposit as security for any loss the COE may sustain, as determined hereunder, by reason of my/our default.
- 2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.
- 2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all

- my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.

GENERAL BID CONDITIONS & DIRECTIVES

- 3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the COE adheres.
- 4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the COE:
- 4.1 SUPPLY CHAIN MANAGEMENT POLICY;
- 4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the COE's Requests for Bids.

- 5 **Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.**
- 6 **Bid prices must be submitted on the official bid Form "K" – "Schedule of Prices" form, which must be filled in and completed in all respects.**
- 7 Bids must be submitted in sealed envelopes.
- 8 Separate envelopes must be used for each bid invitation.
- 9 The address, bid number and closing date must appear on the front of the envelope.
- 10 The name and address of the Bidder must appear on the back of the envelope.
- 11 **Each bid document is allocated with a certain bid box number in which the bid documents must be deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.**
- 12 **Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid. The COE accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.**
- 13 13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, fine, service charge or the like due to the COE or any other municipality or municipal entity.
- 13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the COE, as contemplated in this clause which arises after

the signature date and before final payment has been made to the Contractor, the Contractor hereby consents to the COE deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the COE and/or to any CCC located within the area of jurisdiction of the COE.

- 13.3 The books and records of the COE, or any extracts there from certified by the City Manager or other officer authorised thereto by the COE shall, for the purposes of this clause be *prima facie* evidence of the amounts lawfully owing to the COE.
- 13.4 For purposes of this clause the term "*in good standing*" means that the Bidder shall not be in any way lawfully indebted to the COE and/or to any CCC located within the area of jurisdiction of the COE, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- 14 In the event that a contract is awarded, the COE shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 4 and 5 of the Preferential Procurement Regulations, 2022, unless objective criteria justify the award to another Bidder as contemplated in Section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act No.5 of 2000. The COE reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Contractor/Bidder.
- 15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the COE that might have application on the Bidder's activities in terms hereof.
- 16 Neither the COE nor any official in the COE will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.

17 DETAILS OF OFFERS MADE

- 17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;
- 17.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.

17.3 ADJUDICATION OF BIDS

Bidders' attention is drawn to the fact that the adjudication of bids will be based on a point system as indicated in Form "A" - "Procurement Form", included in this bid document.

Form "A" – "Procurement Form", must be completed by bidders and submitted together with their bid documents by the closing date and time of the bid.

18. VARIATIONS AND OMISSIONS

Where offers depart from requirements of the specification, such departure shall be fully described on the official bid Form "J" – "Variations and Omissions" document.

GENERAL CONTRACTUAL UNDERTAKINGS

19 QUALITY OF GOODS

Notwithstanding anything to the contrary in this agreement:

- 19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample (if any) and specifications provided.
- 19.2 In every case the goods shall be subject to the inspection and approval of the ED or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the ED or his duly authorised representative.
- 19.3 In the event of the approval of the goods by the said ED or his duly authorised representative and if it is later discovered that the goods are in any way defective, the COE may reject same, in spite of such approval by its ED or his duly authorised representative.
- 19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the COE provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The COE shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.
- 19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

20 INDEMNITY

- 20.1 Without prejudice to any of the rights of the COE arising from any of the provisions of this agreement, the Bidder indemnifies and holds the COE harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the COE) which the COE may suffer as a result of or which may:
 - 20.1.1 be attributable to-
 - 20.1.1.1 any liability of the Bidder, whether actual or contingent;
 - 20.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:
 - 20.1.1.2.1 normal taxation;
 - 20.1.1.2.2 value added tax;
 - 20.1.1.2.3 minimum or secondary taxation on companies;
 - 20.1.1.2.4 all other forms of levies or taxation.
 - 20.1.1.3 any penalties or interest as a result thereof.
 - 20.1.2 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;
- 20.2 The Bidder undertakes to indemnify the COE in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the COE as a consequence of the negligence of the bidder, its employees, members or any persons under its control;
- 20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the COE or any person for whose actions the COE is legally liable.

21 POWERS OF THE COE IN THE EVENT OF GOODS BEING DEFECTIVE

- 21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-
 - 21.1.1 the ED shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,

21.1.2 if the COE so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the COE may fix.

21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the COE in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.

22 DELIVERY OF GOODS

22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:

*The Offices of the CITY OF EKURHULENI,
Corner Cross and Roses Streets,
Germiston; or,*

such other place in the Municipal Area of the COE as may be specified and at the time/s and in the manner appointed by the ED;

22.2 Each delivery must be accompanied by a correct delivery note;

22.3 All invoices (accompanied by TAX invoices) must be forwarded to the COE without delay, **clearly stating the contract and order numbers.**

22.4 All equipment and material shall be marked with the appropriate contract and order numbers.

22.5 Bidders shall state in their bids as well as on the official Form "I" – "Schedule of Prices" document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.

22.6 Delivery shall be made in accordance with the requirements set out in the contract.

22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the COE.

23 RATE OF DELIVERY

As and when required, during the period of this contract.

24 FAILURE TO DELIVER GOODS

24.1 In the event-

24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the ED, or

24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the ED, or

24.1.3 of the COE suffering damage by delay while rejected goods are being replaced under Clause 19,

it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the COE;

24.2 Such liquidated damages shall be determined in each case by the City Manager of the COE and shall be:

24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the COE.

- 24.3 A certificate by the City Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.
- 24.4 The City Manager of the COE shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the City Manager of the COE shall be binding in every case.
- 24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to *vis major*.

25 SURETY

- 25.1 The Bidder shall, **if it is required of him/her**, provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the COE and such surety shall remain in force until the handing over of a final delivery certificate by the COE;
- 25.2 The only surety acceptable to the COE is cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act. No 94 of 1990) or from an Insurer registered in terms of the Insurance Act, 1998 (Act No. 53 of 1998). Any surety shall be valid for the entire contract period and beyond if required by the COE

Guarantees will be required as follows:

CATEGORY	PROJECT VALUE (INCL. OF VAT)	GUARANTEE
A	< R500 000	2,5%
B	R500 001 – R1 000 000	5%
C	R1 000 001 – R2 000 000	7,5%
D	>R2 000 000	10%

- 25.3 Unless otherwise provided for, the security shall be for 0% of the total value of the bided price;
- 25.4 The cost of obtaining any such surety shall be borne by the Bidder;
- 25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate
- 25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the COE, the COE will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

26 ACCEPTANCE

- 26.1 Unless otherwise specified in the invitation to bid, **this bid shall remain open for acceptance by the COE for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder agrees not to withdraw its bid or impair or derogate from its effect;**
- 26.2 The written approval of this bid by the COE, by way of letter of acceptance, shall constitute a contract binding on both parties incorporating all the terms and conditions set out in the bid documents and the letter of acceptance;
- 26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

27 PRICE

The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes **excluding VAT**.

28 GOVERNMENT PRICE CONTROL

- 28.1 Where the price of any item placed on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the bid was submitted, be subject to a like increase or decrease as the case may be.
- 28.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.
- 28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. **Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.**
- 28.4 **Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the ED.**

29 CONTRACT PRICE ADJUSTMENT

Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as **being firm** and the COE will not, under any circumstances, accept for its account, any increase in the prices bid during the duration of the contract.

30 PAYMENT

Payment will be made **within thirty (30) days after goods are supplied and date of invoice.** The COE may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.

All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

31 PERIOD OF CONTRACT

This contract is for a period with effect from date of award by the City, until **30 JUNE 2027, WHICHEVER COMES FIRST.**

32 ORDERS FOR REQUIREMENTS

During the period of the contract official orders for the Municipality's requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.

33 DISCOUNT

A minimum of 2,5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

34 CONFIDENTIALITY

- 34.1 It is recorded that the Bidder, by virtue of his/her association with the COE, will become possessed of and will have access to confidential information belonging to the COE including, but without limiting the generality of the foregoing, the following matters:
- 34.1.1 the contractual and financial arrangements between the COE and other Bidders;
 - 34.1.2 the COE's financial matters;
 - 34.1.3 all other matters which relate to the COE's business and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 34.2 Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:
- 34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;
 - 34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the COE.
- 34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the COE in the confidential information-
- 34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the COE or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;
 - 34.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the COE. Such property of the COE shall be surrendered to the COE on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.
- 34.4 Any action which can be construed as a contravention of the condition referred to in clause 34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the COE alternatively the summary termination of any contract entered into.

35 BREACH

- 35.1 Should either the Bidder or the COE commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;
- 35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

36 PUBLICITY

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the COE, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37 SEVERABILITY OF THE CONTRACT TERMS

37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;

37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.

37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38 WAIVER OF RIGHTS

38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;

38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;

38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39 CESSION OF RIGHTS

39.1 Save as is otherwise expressly stipulated in this agreement; this agreement is personal to the parties;

39.2 Any party to the agreement who wishes to cede, delegate or assign their right of payment may only cede, delegate or assign their right of payment to a Financial Service Provider.

39.3 Any request to cede, delegate or assign a parties right of payment must be made in writing by the Financial Service Provider, accompanied by a copy of the cession agreement between the Financial Service Provider and any party to this agreement.

39.4 Should the COE be succeeded or replaced by any other entity that entity shall automatically substitute the COE in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

40 DOMICILE & NOTICES

40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-

40.1.1 THE CITY OF EKURHULENI

Physical - Golden Heights,
141 Victoria Street,
(Corner Victoria and F H Odendaal Streets)

Germiston

1400
Use entrance at 65 FH Odendaal Street

Fax - +27.(0)11.999-7511

40.1.2 [THE BIDDER / CONTRACTOR] (PROVIDE DETAILS OF BIDDING ENTITY)

Physical Address

.....

.....

Postal Code

Postal Address

.....

.....

Postal Code

Fax Number

- 40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.
- 40.3 Any notice given or any payment made by any party to any other ("addressee") which is-
- 40.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
- 40.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.
- 40.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.
- 40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

41 TOTALITY OF AGREEMENT

This agreement constitutes the sole record of the agreement between the parties in relation 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. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

42 **APPLICABLE LAW**

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court.

43 **DEFAULT/CANCELLATION OF BID AND/OR CONTRACT**

Should it appear to the COE that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any such event the COE may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the COE shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder's hands and order from any other person. The Bidder shall be responsible for any loss the COE may sustain by reason of such action as the COE may take in terms of this clause.

44 **PACKING**

All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the COE.

45 **FALSE INFORMATION**

Should it come to the attention of COE that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the COE holds the right to disqualify the bid and/or terminate the contract?

46 **LABOUR CONDITIONS**

The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.

FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A-ICT 01-2024

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

THIS FORM MUST BE COMPLETED 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.

1. I hereby undertake to render services described in the attached bid documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the COE during the validity period indicated and calculated from the closing date of the bid.
2. The bid documents shall be deemed to form and be read and construed as part of this agreement:
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid 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 fulfilment 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

WITNESS:

1

DATE.....

FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A-ICT 01-2024

THE APPOINTMENT OF BROADBAND INFRASTRUCTURE SERVICE PROVIDERS TO ASSIST THE CITY WITH FIBRE DEPLOYMENT AND MAINTENANCE SERVICES ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL THE IMPLEMENTATION OF THE FIBRE COMMERCIALISATION STRATEGY OR 30 JUNE 2027, WHICHEVER COMES FIRST.

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE COMPLETED BY THE COE)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE.....

OFFICIAL STAMP



WITNESS:	
1	
DATE.....	