



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER : ZNT 12/20/21

DESCRIPTION OF SERVICE: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY & INSTALLATION OF CCTV AND ACCESS CONTROL SYSTEM INCLUDING MAINTENANCE AND OPERATION FOR 36 MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS HEAD OFFICE OLIVER TAMBO HOUSE BUILDING, PIETERMARITZBURG.

DEPARTMENT OF PUBLIC WORKS
Private Bag X9041
Pietermaritzburg
3200

Project Leader: Ms NN Mngomezulu

Telephone: 033 355 5443

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY PROVINCIAL TREASURY.

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SECTION A
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN – DEPARTMENT OF PUBLIC WORKS						
BID NUMBER:	ZNT 12/20/21	CLOSING DATE:	04 June 2021		CLOSING TIME:	11H00
BRIEFING	DATE:	20 May 2021	Venue: 191 Prince Alfred Street: Auditorium		Time:	10H00
DESCRIPTION	SUPPLY & INSTALLATION OF CCTV AND ACCESS CONTROL SYSTEM INCLUDING MAINTENANCE AND OPERATION FOR 36 MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS HEAD OFFICE OLIVER TAMBO HOUSE BUILDING, PIETERMARITZBURG					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX NO. 9 SITUATED AT						
KZN – DEPARTMENT OF PUBLIC WORKS 191 Prince Alfred Street Pietermaritzburg 3200						
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						
		TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?						
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	KZN DEPARTMENT OF PUBLIC WORKS	CONTACT PERSON	Ms N.N mngomezulu
CONTACT PERSON	Ms M.N Zulu	TELEPHONE NUMBER	033 355 5443
TELEPHONE NUMBER	033 355 5536	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	Khanyi.mngomezulu@kznworks.gov.za
E-MAIL ADDRESS	Nomalungelo.zulu@kznworks.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) 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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Quotation submitted must be complete in all respects.
5. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
6. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
7. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
9. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
10. No quotation submitted by telefax, telegraphic or other electronic means will be considered.
11. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Quotation will be opened in public as soon as practicable after the closing time of quotation.
15. Where practical, prices are made public at the time of opening quotations.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
- 2 Prospective suppliers will be able to self-register on the CSD website: www.csd.gov.za
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

CENTRAL DATA BASE NUMBER

.....

SECTION D
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT
AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

....., WHO REPRESENTS (state name of bidder)

.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS QUOTATION/BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS QUOTATION/BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION E DECLARATION OF INTEREST

3. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.11 Full Name of bidder or his or her representative:

3.12

2.2 Identity

Number:.....

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

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.5	Tax	Reference	Number:
-----	-----	-----------	---------

.....

2.6	VAT	Registration	Number:
-----	-----	--------------	---------

.....

3.11.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- I provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- I Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed:
Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

3.11.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

3 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION F
QUOTATION OFFER
(To be completed by bidder)

ZNT 12/20/21

1. BID PRICE INCLUDING VAT: R
2. AMOUNT IN WORDS:

.....
NB: Should the bidder not submit cost breakdowns of the lump sum figures; the bid will be disqualified.

3. TIME FOR COMPLETION/ DELIVERY: calendar months

NAME OF BIDDER:	SIGNATURE	DATE:
---------------------------------	---------------------------	-----------------------

FOR OFFICE PURPOSES ONLY

IMPORTANT
Mark appropriate block with "X"

- | | | | |
|---|-----|----|--|
| 1. HAVE ANY ALTERATIONS BEEN MADE? | YES | NO | |
| 2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? | YES | NO | |
| 3. IF APPLICABLE: DID THE BIDDER ATTEND THE
OFFICIAL BRIEFING SESSION/ COMPULSORY SITE
INSPECTION? | YES | NO | |

SECTION G

SPECIFICATION AND PRICE SCHEDULE

1. SCOPE OF WORK:

- 1.1 The scope is broken down into three sections: Supply, Installation, Operation & Maintenance of CCTV and Access Control.
- 1.2 The scope of maintenance shall include all equipment installed under this tender.
- 1.3 Installations to be carried out include:
 - Internal CCTV Camera System
 - External CCTV Camera System
 - External Access Control System
 - Internal Access Control System

2. DECOMMISSIONING OF EXISTING SYSTEM

- **To be undertaken prior to the installation of the new system**
- **All visible defects resulting from the decommissioning must be fixed after the installation of the new system is finalized.**
- **This should be understood to be 80 cameras and 40 access control units.**

3. CCTV INSTALLATION

- 3.1 The COVID-19 protocols do not allow for site audits therefore all bidders are to familiarize themselves with the site drawings with positions marked that will enable bidders to accurately complete the bill of quantities.

NB: Dimensioned floor layouts of the buildings are annexed herewith.

- 3.2 Internal Building CCTV Camera Systems

The marked-up layouts annexed herewith (Annexure 1 PMB) are showing the zones to be covered by the CCTV system. The bidder must utilize marked layouts to familiarize themselves with cabling requirements. The quotation must be completed using the given BOQ.

- 3.3 Access Control (External and Internal)

The marked-up layouts annexed herewith (Annexure 2 PMB) are showing the access control points to be provided for. The bidder must ensure that provision is made to provide a working system.

External Access Control Systems including booms and scanners.

Each vehicle entrance and exit should be populated with a License plate recognition camera for each direction as well as a side view facial camera for identification. (Please see BOQ)

The validation of any person entering the property should be done via Card readers at the entrance and exit boom. These points are marked on (Annexure 2 PMB)

The bidder must utilize marked layouts to familiarize themselves with cabling requirements. The quotation must be completed using the given BOQ.

- 3.4 Networks

The successful tenderer must design the adequate network infrastructure to provide network for all systems provided. The Bidder must include products matching the given specifications. This design should be displayed on drawings attached in annexure 1. This should include the external areas. Please note it is preferable that the network layout is handed in on its own drawing, so it is allowed to duplicate Annexure 1 to do this.

3.5 Electrical works

Where electrical or civil work is carried out the successful Tenderer shall be responsible for supplying certificates of compliance where required before completion. (As per the Electrical Regulations under the Occupational Health and Safety Act.)

3.6 Operation

The Bidder is to make allowance to operate the entire system for a period of 36 months. The service provider will be stationed in the control room. Departmental operational hours are 07:30- 16:00.

The number of staff resources to be positioned on each site must be decided by each bidder and populated on the BOQ.

Please note that all relevant PSIRA grade B certifications will be necessary for all personnel

3.7 Maintenance

The Bidder is to make allowance for maintaining the CCTV and Access control systems as per the maintenance procedures section hereafter for a period of 36 months.

4. PRICING SCHEDULE:

- 4.1 Bidders are required to quote for all items. If there is an item/s not quoted for, the tenderer will be disqualified. All products must comply with the minimum SANS (South African National Standards) quality standard or better.

NB: The table below shall be read in conjunction with the technical specifications set out in pages 14 to 31.

Item No.	Description of Work	Quantity	Amount (R)
1	Head Office: CCTV & Access Control: Supply, Install Operation & Maintenance for 36 months	Sum	
SUB-TOTAL			
VAT (15%)			
OFFER			
SUB-TOTAL			
VAT (15%)			
OFFER			

NB: Should the bidder not submit cost breakdowns of the lump sum figures; the bid will be disqualified.

3. TECHNICAL SPECIFICATIONS

3.1 DEFINITIONS

- 3.1.1 **Department** means the Department of Public Works in the KwaZulu-Natal Provincial Administration.
- 3.1.2 **Head** means the officer appointed to the post of Head of the Department, who has signed this contract and shall include any person acting in that capacity.
- 3.1.3 **Contractor** means the person or persons, partnership, firm or company or close corporation, etc. whose quotation for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.
- 3.1.4 **Team** means person or persons representing or acting on behalf of the Contractor in the execution of this Contract.
- 3.1.5 **Written instructions** means any printed, typed or written documents or letter signed by or on behalf of the Head and addressed to the Contractor for the purpose of his guidance, direction or instruction.
- 3.1.6 **Specification** shall be understood as the General Technical specification detailed herein, inclusive of clauses, conditions and specified requirements. No exceptions or exclusions or amendments shall be perceived or implied without written acceptance and confirmation by the Client.
- 3.1.7 **Departmental Project Manager (DPM)** shall be understood as the Client
- 3.1.8 **Internal CCTV Cameras** shall be understood to include; camera (IP) Discreet surveillance camera with built in infra- red illumination.
- 3.1.9 **External CCTV Cameras** shall be understood to include; camera (IP) Outdoor ready bullet camera with built in infra-red illumination.
- 3.1.10 **Control Room** shall be understood to be the main room designated to view and manage all security operations on site.
- 3.1.11 **Contract** shall mean the agreement entered between the KZN Department of Public Works and the successful Bidder.
- 3.1.13 **Successful Tenderer** shall be the service provider that is awarded this contract.
- 3.1.14 **Manufacturer's Data Sheets and Manuals** shall be understood to be the documentation supplied by the manufacturer: Either paper based or in electronic format (in PDF)
- 3.1.15 **Tenderer** shall be understood as the entity bidding for this contract

3.2 BASELINE SPECIFICATION

3.2.1 The scope is broken down into three sections: Supply, Installation Operation & Maintenance of CCTV and Access Control.

3.2.2 The scope of maintenance shall include all equipment installed under this tender.

3.2.3 Installations to be carried out include:

- Internal CCTV Camera System: Administration Building
- External CCTV Camera System: General Outdoor Areas
- External Access Control System
- Internal Access Control System

3.2.4 The department is supplying all positions and equipment required however contractors will need to adequately design the network using drawings attached (Annexure 1)

3.2.5 All bidders will not be afforded an opportunity to conduct a full site walkabout due to COVID-19 restrictions.

3.2.6 SYSTEM INSTALLATION METHODS

This is a guideline of the critical points pertaining to the installations.

3.2.6.1 Servers

- All software and drivers should be installed as per each server specification
- Any additional software should be installed
- Servers should be rack mounted where required
- Adequate display options should be configured

3.2.6.2 Network Switch Installations

- The Client shall be consulted before any installation of switches on the network.
- When connecting to another network belonging to the Client the following information must be presented to the IT department via the Departmental Project Manager.
 - Switch Name
 - Port Number
- The relevant information should be presented to the Client along with the hardware for setup and configuration.
- The correct switch should be installed taking into consideration the POE requirements and Gigabit needs where connecting to other network switches.

3.2.6.3 Displays

- The face of the new system needs to be the long-life display monitors. These should cater for 24/7 viewing and reduce burn in associated with long workload.
- The monitors shall be mounted at the right height to allow for comfortable viewing for controllers

3.2.6.4 Cameras

- The POPI Act and other Regulations should always be adhered to when installing cameras.
- All cameras should be installed using the IP address range supplied by the IT Manager of the department.
- The positioning of all cameras will be issued by the department in discussion with the successful Tenderer.

3.2.6.5 Software Analytics

- Due to the extremely wide range requirements of the department it will be crucial for the Tenderer to integrate analytics to provide the current systems with information required.
- The analytics platforms included systems will also require tailor making.
- To achieve full system operation, it is necessary to utilize software to make space for a platform that can be supported by local representation. This system should support 4 displays immediately and have the capacity to add another 4 at any stage. The software should allow a drag and drop system to maximize simplicity.

3.2.6.6 Wireless

- Full Audits must be carried out by the supplier to ensure that all links will adequately connect with minimal interference that may cause latency.

3.3 MAINTENANCE PROCEDURES

3.3.1 General

The Tenderer is to quote for maintenance for a period of one year. The details of the maintenance contract will be discussed outside the scope of this contract. The successful Tenderer will have to ensure the continued operation of the CCTV & Access Control systems along with its wireless component and ensure that the design life of assets is achieved.

3.3.2 Preventative Maintenance

- The Preventative Maintenance should cover the items as detailed below and it would be undertaken on site and in the Monitoring Room.
- The successful Tenderer will submit an annual Preventative Maintenance Plan to the Client for approval. (Reporting to be done quarterly)
- The successful Tenderer will have to acquire approval from the Client before any maintenance work that would affect functionality of the system is undertaken.
- All maintenance must be achieved by applying technical knowledge, skills, tools and techniques in accordance with the manufacturer's documentation, and standard practices, as applicable to the specific system and/or equipment, to maintain functionality.

3.3.3 Control Room Maintenance

Each service shall require a control room maintenance document that must be signed by the Client to signify completion.

The checklist below must be adhered to:

- Workstations are to be checked
- Software updates must be carried out
- Displays must be checked
- Networking tidiness assessed
- Cable terminations checked
- Check that correct cameras are available to each console as per manager.

Any additional works deemed fit that are outside of the scope of the preventative maintenance schedule listed above will require a quotation being submitted to the Client for approval and added to the monthly maintenance cost should it be approved.

3.3.4 Server Room Maintenance

Each service shall require a server room maintenance document that must be signed by Client to signify completion.

The checklist below must be adhered to:

- Server hardware to be checked
- Server software to be assessed
- Software updates must be carried out
- Networking tidiness assessed
- Backup power to be tested
- Cable terminations checked
- Camera list to be updated on each server to ensure all cameras are recording

Any additional works deemed fit that are outside of the scope of the preventative maintenance schedule listed above will require a quotation being submitted to the Client for approval and added to the monthly maintenance cost should it be approved.

3.3.5 Site Maintenance

Site includes all stations, zones and/or buildings that have a satellite CCTV system. Each service shall require a site maintenance document that must be signed by the Client to signify completion.

The checklist below must be adhered to:

- Server hardware to be checked
- Server software to be assessed
- Software updates must be carried out
- Networking tidiness assessed
- Check network switches for any dead ports
- Check any wireless units for adequate signal strength
- Backup power to be tested
- Cable terminations checked
- Check Client stations

Any additional works deemed fit that are outside of the scope of the preventative maintenance schedule listed above will require a quotation being submitted to the Client for approval and added to the monthly maintenance cost should it be approved.

3.3.6 PTZ Camera Site Maintenance

The Contractor shall include a maintenance plan which should be discussed before commencement of the work. This plan will highlight which cameras are to be serviced each month, the plan must be approved by the Client and an order number must be obtained before maintenance takes place.

This work entails cleaning, adjusting, testing and documenting accordingly.

Camera Unit

- Clean outer housing with water and soap.
- Clean lens with water and then shine with anti-static solution.
- Check housings completely to ensure mounting is stable and that no external debris effect ventilation or PTZ movement.
- Check exterior camera weatherproofing. Check for vapour on inside of housing's window. Note and record conditions of humidity, if any, visible through glass window.

3.3.7 Wireless Maintenance

- Check power is on and giving correct current
- Check connection strength
- Check units are mounted sufficiently and have not been moved by wind or other circumstances.

3.4 HARDWARE SUPPLY

This entails replacement and upgrading/expansion of assets as they wear out and are no longer serviceable to allow the entire system to operate at the minimum maintenance performance standard. During the contract term, the service provider shall inform the Client of any equipment and infrastructure elements that have reached the end of their serviceable life and require replacement. That work would be undertaken using tendered rates.

3.5 SCHEDULE A: SPECIFICATIONS

3.5.1 This section highlights the specification of product required in this tender.

3.5.2 Each product must strictly comply with the following specifications where the item is shown in bold.

3.5.3 In the case of a specification being not bold the Tenderer is allowed to submit a product that is of the same specification or better.

3.5.4 The original data sheets from the manufacturer shall be attached for ALL bolded item as prove that the Tenderer will be able to supply the products specified by the department.

3.5.5 Each item that is ticked will be verified on the data sheet to be enclosed by the Tenderer.

3.5.6 Failure to submit the data sheet for each item will lead to the bid being declared non-compliant on that specific point. As a result the Tenderer will be disqualified from the bidding process.

SCHEDULE A			
	Items and specifications	Tick yes if the specification sheet submitted correlates with the item in this schedule. Tick NO if there is no correlation. Data sheet to be attached for verification purposes.	
		YES	NO
1	SERVERS		
1.1	Client Station Server		
1.1.1	Core i7 8700 Processor		
1.1.2	Windows 10 64 Bit		
1.1.3	2 x 8GB DDR4 2666MHZ Memory		
1.1.4	4x DP Ports per Graphics Card, 6GB DDR6, HDMIx2 & DPx2		
1.1.5	1 x 250GB SSD		
1.1.6	4U Rackmount		
1.2	Medium Surveillance Server		
1.2.1	Dual Socket		
1.2.2	1 x 4214 2.4G Xeon Processor		
1.2.3	Windows 10 64 Bit		
1.2.4	2 x 16GB DDR4-2933 Memory		
1.2.5	Supports 8 Hot swap 3.5" drive bays		
1.2.6	2 x 240GB SSD		
1.2.7	6 x 6TB Surveillance Hard Drives		
1.2.8	Supports 6 Port PCI-E		
1.2.9	SAS RAID Controller		
1.2.10	Dual Network Adaptor		
1.2.11	1280W Redundant Power Supply		

2	Data Equipment and Accessories		
2.1	8 Port Gigabit Poe Switch 2x SFP ports		
2.1.1	8 x RJ45 10/100/1000 POE ports		
2.1.2	Layer 2 switching support for 512 VLANs and 4094 VLAN ID's		
2.1.3	2 x Dual Personality ports Either RJ45 or SFP slot		
2.1.4	Switching capacity 20Gbps		
2.1.5	POE Power 67W		
2.1.6	Management via serial or micro USB		
2.1.7	TACACS + & RADIUS Authentication , SSHv1/SSHv2, IEEE802.1Q VLAN's, LLDP, SNMP, SSL		
2.2	24 Port Gigabit Switch with 4xSFP Ports		
2.2.1	24 x RJ45 10/100/1000 POE ports		
2.2.2	Layer 2 switching support for 512 VLANs and 4094 VLAN ID's		
2.2.3	4 x 10/100/1000 SFP Ports		
2.2.4	Switching capacity 56Gbps		
2.2.5	POE Power 195W		
2.2.6	Management via serial or micro USB		
2.2.7	TACACS + & RADIUS Authentication , SSHv1/SSHv2, IEEE802.1Q VLAN's, LLDP, SNMP, SSL		
2.3	Cat 6 Cable – UTP Cable		
2.3.1	23 AWG solid bare copper (0,57mm)		
2.3.2	Insulation – Polyolefin		
2.3.3	Sheath – PVC		
2.3.4	Fire safety rating – ICE 332-1		
2.3.5	Temperature rating – minus 20° to +70° (Operational)		
2.4	Electric Cable: 4 Pair 0.5		
2.4.1	Diameter: 0.94mm		
2.4.2	Colour coded		
2.4.3	Radial thickness: 0.35mm		
2.4.4	Core diameter: 1.65mm		
2.4.5	Spark tested: 100v DC		
2.4.6	Twisted diameter: 3.3mm		
2.4.7	Bunched diameter: 7.0mm		
3	Cabinets and Panels		
3.1	6U 19" Wall box with Collar		
3.1.1	6U 19" Wall box		
3.1.2	100mm swing frame		
3.1.3	Perforated steel door		
3.1.4	ISO 9001:2000		
3.1.5	Maximum 60kg accommodation/ 10kg with swing frame		

3.2	43U Server Cabinet (Including 4 x Fans and 20 way power adaptor)		
3.2.1	Rack height 43U		
3.2.2	Width 600mm x Depth 1000mm		
3.2.3	Doors 1.0CRCQ (Perforated steel door)		
3.2.4	Anti-Rust zinc Phosphate		
3.2.5	Powder coated black		
3.2.6	ISO-9001:2000, IEC 297 1975, BS 5954:1980		
4	UPS & Lightening Protection		
4.1	1000va Sinewave Inverter		
4.1.1	Capacity:1000VA / 800W		
4.1.2	Single Phase		
4.1.3	Voltage range: 120 – 300vac		
4.1.4	Frequency – 50Hz		
4.1.5	Voltage Battery mode – 220VAC		
4.1.6	Waveform: SineWave Battery Mode		
4.1.7	Transfer time: 10ms		
4.1.8	Battery voltage: 24V		
4.1.9	Charge current: 10A / 20A		
4.2	5000va Sinewave Inverter		
4.2.1	Capacity:5000VA / 4000W		
4.2.2	Single Phase		
4.2.3	Voltage Range: 120 – 300vac Inverter Mode		
4.2.4	Frequency – 50Hz		
4.2.5	Voltage battery Mode: 220VAC		
4.2.6	Waveform: Sinewave battery mode		
4.2.7	Transfer time: 10ms		
4.2.8	Battery voltage 48V		
4.2.9	Charge Current 20A/ 40A		
5	POE Injector		
5.1	High Power Poe Injector		
5.1.1	Data Rate: 10/100/1000Mbps		
5.1.2	Power: High Power Over Ethernet, Max 60W		
5.1.3	Input Power: AC Input: 100 to 240 V AC		
5.1.4	Max Output Power: 55 V DC		
5.1.5	Connectors: Shielded RJ45		
5.1.6	Approvals: RoHS		
6	Network Video Recording Software		
6.1	Base License		
6.1.1	Video Compression: H.264, MPEG-4, JPEG		
6.1.2	Audio: Two-way audio Streaming		

6.1.3	Resolutions: up to 60 images per second per camera		
6.1.4	Storage Media: Use local hard drives or high performance NAS Storage		
6.1.5	Storage capacity: Unlimited recording database		
6.1.6	Camera Live view: Flexible live view configuration		
6.1.7	Playback: up to 64x or frame by frame, up to 25 cameras synchronized playback		
6.1.8	Event triggers: events triggered by video motion detection		
6.1.9	Logs: Alarm, Event and audit logs		
6.1.10	Operating system recommendations: Windows 10 Pro 64 Bit		
6.1.11	Security: Multiple user access levels with password protection		
7	Integration Devices		
7.1	PTZ Controller		
7.1.1	Power over USB Interface		
7.1.2	Interface is USB 1.1/2.0/3.0 Compliant		
7.1.3	Operating systems – Windows XP/VISTA/7 or 8/2003		
7.1.4	USB Ports		
7.1.5	Functionality: Pan / Tilt / Zoom		
7.1.6	Deflection: Pan / Tilt +/- 15° - Zoom +/-25°		
7.1.7	Support 22 keys: 10 application defined hotkeys and 5 are backlit		
8	Displays		
8.1	24 Inch PC Monitor		
8.1.1	Size: 23.8"		
8.1.2	Panel Type: IPS		
8.1.3	Colour Depth - 16.7 million colors		
8.1.4	Screen resolution: 1920 x 1080		
8.1.5	Brightness(cd/m ²) – 250cd/m ²		
8.1.6	Contrast ratio: 1000:1		
8.1.7	Response time: 5ms		
8.1.8	Surface treatment: Anti-Glare		
8.2	49-inch LED Display		
8.2.1	Panel technology: IPS		
8.2.2	Aspect ratio: 16:9		
8.2.3	Resolution: 1,920 x 1,080(FHD)		
8.2.4	Brightness: 450cd/m ²		
8.2.5	Response time: 12ms		
8.2.6	Surface treatment: Anti-Glare		
8.2.7	Type: Lifetime – 50,000hrs		
8.2.8	Guaranteed Operating Hour – 24hrs		
8.2.9	Input: HDMI (3), DP(1), DVI-D(1), RGB(1), Audio, USB 3.0(1)		
8.2.10	Bezel Width: 11.9mm		

9	Surveillance Cameras		
	IP Cameras Entry Level Internal		
9.1	Discreet Mini Dome with Built In I.R Illumination		
9.1.1	Image Sensor – 1/2.8”		
9.1.2	Lens – 2.8mm Fixed Iris		
9.1.3	Minimum Illumination: Colour: 0.2Lux, B/W: 0.04 Lux		
9.1.4	Resolution: 1920x1080		
9.1.5	Frame Rate – 30 frames per second		
9.1.6	Multi view streaming – up to 2 individually cropped out view		
9.1.7	Pan/Tilt/Zoom – Digital Ptz		
9.1.8	Image settings: Exposure control, Wide Dynamic Range		
9.1.9	Allow for text, date and time overlay		
9.1.10	Support privacy masks		
9.1.11	Incorporate IEEE 802.1X security authentication		
9.1.12	Accept IPv4 and DHCP		
9.1.13	Include embedded event functionality, which may be triggered by events like active tampering or motion detection		
9.1.14	The device should support event actions, which trigger the following actions. Remote notification including video upload		
9.1.15	Provide a platform allowing the upload of third-party applications into the camera.		
9.1.16	Must support pre and post buffer		
9.1.17	Include pixel counter		
9.1.18	Support Power Over Ethernet		
9.1.19	Infra-Red Illumination range of reach up to 15m		
9.1.20	Support SD Card storage		
9.2	Discreet Mini Dome with Built In I.R Illumination and Varifocal lens		
9.2.1	Image Sensor – 1/2.5”		
9.2.2	Lens – 3-6mm Varifocal		
9.2.3	Remote Focus and zoom		
9.2.4	Minimum Illumination: Colour: 0.26Lux, B/W: 0.05 Lux		
9.2.5	Resolution: 2048 x 1536		
9.2.6	Frame Rate – 25 - 30 frames per second		
9.2.7	Multi view streaming – up to 2 individually cropped out view		
9.2.8	HDMI Output		
9.2.9	Image settings: Exposure control, Wide Dynamic Range		
9.2.10	Allow for text, date and time overlay		
9.2.11	Support privacy masks		
9.2.12	Incorporate IEEE 802.1X security authentication		
9.2.13	Accept IPv4 and DHCP		
9.2.14	The device should support event actions, which trigger the following actions. Remote notification including video upload		
9.2.15	Provide a platform allowing the upload of third-party applications into the camera.		
9.2.16	Must support pre and post buffer		
9.2.17	Include pixel counter		

9.2.18	Support Power Over Ethernet		
9.2.19	Infra-Red Illumination range of reach up to 15m		
9.2.20	Support SD Card storage		
9.2.21	IP42 water and dust resistant casing		
9.2.22	IK08 impact resistant		
9.3	IP Cameras Entry Level Outdoor		
9.3.1	Entry Level network camera with built in infra-red illumination		
9.3.2	Image sensor 1/2,8"		
9.3.3	Lens 2,8mm fixed iris		
9.3.4	Minimum illumination: colour: 0,2lux, B/w: 0,04 lux		
9.3.5	Shutter time:1/65000s to 2s		
9.3.6	Resolution: 1920x1080		
9.3.7	Frame Rate: up to 30 frames per second		
9.3.8	Multi view streaming: up to 2 individually cropped out view		
9.3.9	Pan/Tilt/Zoom – Digital Ptz		
9.3.10	Image settings: Exposure control, Wide Dynamic Range		
9.3.11	Allow for text, date and time overlay		
9.3.12	Support privacy masks		
9.3.13	Incorporate IEEE 802.1X security authentication		
9.3.14	Accept IPv4 and DHCP		
9.3.15	Include embedded event functionality, which may be triggered by events like active tampering or motion detection		
9.3.16	The device should support event actions, which trigger the following actions. Remote notification including video upload		
9.3.17	Provide a platform allowing the upload of third-party applications into the camera.		
9.3.18	Must support pre and post buffer		
9.3.19	Include pixel counter		
9.3.20	Support Power Over Ethernet		
9.3.21	Infra-Red Illumination range of reach up to 15m		
9.3.22	Support SD Card storage		
9.3.23	IP66, NEMA 250 4X Casing		
	IP Cameras Elite Range Outdoor		
9.4	Mid-Range IP Bullet 2MP Camera		
9.4.1	Image Sensor – 1/2.8" progressive sensor		
9.4.2	Lens: P-Iris Varifocal 10mm – 22mm		
9.4.3	Remote focus and zoom		
9.4.4	Minimum illumination: Colour: 0.16 Lux, B/W: 0.02 Lux		
9.4.5	Resolutions: 1920x1080 @ 30 frames per second		
9.4.6	Frame rate: Up to 50/60 frames per second		
9.4.7	Multiview streaming: up to 8 individually cropped out view areas		
9.4.8	Image settings: wide dynamic range forensic capture up to 120dBi, exposure zones, fine tuning of behavior at low light		
9.4.9	Pan / Tilt / Zoom – Digital Ptz		
9.4.10	IR illumination up to 50m		
9.4.11	1 x alarm input and output		

9.4.12	Incorporate IEEE 802.1X security authentication		
9.4.13	Accept IPV4 and DHCP		
9.4.14	Operating temperature -30c to 55c		
9.4.15	Provide a platform allowing the upload of third-party applications into the camera		
9.4.16	The device should support event actions which trigger the following actions: remote notification including video upload		
9.4.17	Must support a pre and post buffer		
9.4.18	Include pixel counter		
9.4.19	IP66 – IP67 and NEMA 4X, Casing		
9.4.20	Support Power over Ethernet		
9.4.21	Support micro sd card storage		
9.5	Mid-Range PTZ Camera		
9.5.1	image sensor: 1/2,8" Progressive scan		
9.5.2	Lens: 4.3 – 129mm		
9.5.3	Minimum illumination: Colour: 0.2 Lux, B/W 0.01 Lux		
9.5.4	Shutter time: 1/66500s to 2s		
9.5.5	Pan/tilt/zoom – Pan: 360°, Tilt: 180°, Zoom: 30x Optical, 12x Digital		
9.5.6	Must support 256 preset positions		
9.5.7	Resolutions: 1920 x 1080		
9.5.8	Image settings: support exposure control, backlight compensation & electronic image stabilization		
9.5.9	Support wide dynamic capture: 120dB		
9.5.10	2 Way audio streaming		
9.5.11	IK10, IP66 and NEMA 4X enclosure		
9.5.12	Support 512MB Ram and 256MB Flash		
9.5.13	Included embedded event functionality, which may be triggered by events like motion detection or Audio detection		
9.5.14	Provide a platform allowing the upload of third-party application into the camera		
9.5.15	The device should support event actions, which trigger the following actions: remote notification including video upload		
9.5.16	4 x configurable alarm inputs and outputs		
9.5.17	Support SD card		
9.5.18	Operating temperature -30c to 55c		
10	Software Analytics		
10.1	License Plate Recognition (License Per Lane)		
10.1.1	Web configuration to be included		
10.1.2	Defined region of interest and scene		
10.1.3	Minimum width 130pixels for license plate		
10.1.4	Event log entries including thumbnail image of license plate		
10.1.5	Up to 100 000 entries using SD card		
10.1.6	Detection time of less than 1 second		
10.1.7	Open API for software integration		
10.1.8	Event streaming to management software and camera actions such as I/O control		

11	Access Control Software		
11.1	Browser based web application		
11.2	Must use a PostgreSQL Database on a windows server		
11.3	Setup configure access points in a matter of minutes		
11.4	Test IP configuration, connectivity, the lock wiring and other accessories from your mobile device		
11.5	Interface: add users, access points, and rules with drag and drop functionality		
11.6	Dashboard widgets allow you to customize and monitor your system in real time from mobile device, tablet or modern browser		
11.7	Redundancy: up time 99.95%		
11.8	If a loss of connection occurs reader controllers operate in local mode as usual.		
11.9	Secure public key authentication 2048-bit SSH-2 RSA Private key		
11.10	HTTPS between the browser and the cloud		
11.11	SHA-256 Bit encryption for hashing user passwords that are stored		
11.12	Symmetric key encryption for stored database passwords used by the application		
12	Wireless		
12.1	Entry Level Wireless Point to Point		
12.1.1	Processor – MIPS 24KC, 400MHz		
12.1.2	Memory – 64MB, 8MB Flash		
12.1.3	Wireless approval – FCC Part 15.247, IC RS210, CE		
12.1.4	Operating temperature – minus 30C to 75°C		
12.1.5	Shock and vibration – ETSI300-019-1.4		
12.2	Entry Level Wireless Subscriber		
12.2.1	Gain – 14.6-16.1 dBi		
12.2.2	Processor – Atheros MIPS 74Kc, 560MHz		
12.2.3	Memory – 64MB DDR2, 8MB Flash		
12.2.4	Frequency – 5GHz		
12.2.5	Cross pol isolation – 22dB minimum		
12.2.6	Max. VSWR – 1.6:1		
12.2.7	Beam width - 43° (H-pol) / 41° (V-pol) / 15° (Elevation)		
12.2.8	Polarization – dual linear		
12.2.9	Enclosure – outdoor UV stabilized plastic		
12.2.10	Operating temperature – minus 30 to 75°C		
12.2.11	Wireless approvals – FCCV Part 15.247, IC RS210, CE		
12.2.12	Shock and vibration – ETIS300-019-1.4		
13	Access Control		
13.1	Reader Controller		
13.1.1	Power: Power Over Ethernet (PoE), DC Power, 12VDC		
13.1.2	Networking Communication: 10MB, half or full duplex, ethernet TCP/IP Standard RJ45 Cable		
13.1.3	Field flashable microcode		
13.1.4	Environmental standards: UL-294 Compliant, FCC Certified		

13.1.5	Operating temperatures: minus 40 degree Celsius to 57 degree Celsius		
13.1.6	Exposure rating: IP56		
13.1.7	Outputs: 600mA provided to power the lock, conditioned lock power		
13.1.8	Two exterior door kit outputs		
13.1.9	Inputs: two configurable inputs: door sense and general-purpose request to exit or Aux		
13.1.10	Security features: tamper detection via an accelerometer		
13.1.11	Read range: 3" on RFID cards		
13.1.12	Proximity read speed: <250msec		
13.1.13	125 kHz modulation		
13.1.14	Mifare classic, ultralight and Mfare plus		
13.1.15	Mifare Desfire EV2 Secure sector – ISO14443A & B rated		
13.1.16	Capacity: 64,000 credentials, 5,000 events & 32-time schedules		
13.1.17	Bluetooth low energy supported		
13.2	IP Bridge		
13.2.1	Construction: Flame – retardant ABS, DIN rail mountable		
13.2.2	Power: Power Over Ethernet & Poe Plus		
13.2.3	Network communications: ethernet TCP/IP Standard RJ45		
13.2.4	Asynch communications no polling		
13.2.5	Conforms to UL STD 294 V6 Standards		
13.2.6	Operating temperatures: minus 40 degree Celsius to 50 degree Celsius		
13.2.7	Door outputs: Electric lock control relay, rated 2.0A @ 30VDC		
13.2.8	Powers Wiegand reader		
13.2.9	Control for Wiegand reader two LED and buzzer		
13.2.10	Auxiliary power output: PoE -Plus supplies 19w		
13.2.11	Door inputs: 3 configurable inputs: door sense, request to exit (Rex), Optional input (Aux)		
13.2.12	Accepts Wiegand readers credential data		
13.2.13	Visual indicators: power and network status indicator		
13.2.14	Door control status indicator for each door		
13.3	Wiegand Reader		
13.3.1	Wall Mountable		
13.3.2	Low frequency & High Frequency with Bluetooth		
13.3.3	Plastic (ABS) and metal (SECC)		
13.3.4	DC Power 5-16VDC		
13.3.5	FCC, IC and CE Certified		
13.3.6	IP55 Rated		
13.3.7	3" range on RFID Cards		
13.3.8	Proximity Read <250msec		
13.3.9	125kHz & 13.56MHz credentials		
13.3.10	Bluetooth supported		
13.3.11	MiFare classic, ultralight and plus		
13.3.12	ISO14443A, ISO14443B, ISO15693		

13.4	Outdoor Fingerprint Terminal		
13.4.1	CPU: 400Mhz DSP		
13.4.2	Memory: 8MB Flash		
13.4.3	Fingerprint sensor: 500dpi Optical sensor		
13.4.4	Identification speed: 2,000 matches in 1 second		
13.4.5	User capacity: 5,000		
13.4.6	Authentication: Finger / Pin / Card		
13.4.7	Internal relay: door strike, automatic door		
13.4.8	Ingress protection: IP65 Class		
13.4.9	Operating voltage: 12VDC		
13.5	PC Fingerprint Unit (Takeon)		
13.5.1	Fingerprint sensor: Optical		
13.5.2	Resolution: 500DPI		
13.5.3	Interface: USB 2.0		
13.5.4	Operating temperature: minus 10 degree Celsius to 50 degree Celsius		
13.5.5	100 000 matches within a second		
13.5.6	Image size 288 x 320 pixels		
13.6	Maglock		
13.6.1	300kgs holding force		
13.6.2	Dual voltage: 12 and 24VDC		
13.6.3	Support surge protection		
13.6.4	Dimensions: 250(L) X 41(W) x 26(D) mm		
13.7	Power Supply		
13.7.1	Output voltage: 13.6VDC 5 Amp		
13.7.2	Input voltage: 190-265VAC- 50 – 60Hz		
13.7.3	Lockable enclosure		
13.7.4	Short circuit protection		
13.8	Battery		
13.8.1	17AH		
13.9	Z Bracket		
13.9.1	For use with Maglock ZL Shaped		
13.10	Door Closer		
13.10.1	Door closer left or right opening swing doors		
13.10.2	Door width: 1400mm to 1600mm		
13.10.3	Variable speed: Angle and tension control		
13.11	Push Buttons		
13.11.1	Input voltage: 12VDC		
13.11.2	Normally open / normally close contact		
13.11.3	Fits standard: 4 x 2 box		

13.12	Resettable Emergency Break Glass Unit		
13.12.1	Green surface mount box with conduit knockout		
13.12.2	Manual key resettable actuator		
13.12.3	Push point activation		
13.12.4	Clear plastic protection cover		
13.13	Thin Access Cards		
13.13.1	Utilizes RFID Technology		
13.13.2	Colour: White		
13.13.3	Material: PVC		
13.14	Access Card Printer		
13.14.1	100 full colour cards per hour		
13.14.2	100 cards input 30 card output		
13.14.3	Dye sublimation/rewritable		
13.14.4	Manual or automatic feed system		
13.14.5	USB or ethernet connectivity		
13.15	Electronic Visitor Management Scanner		
13.15.1	Durable scanning device – Water and Shock Proof		
13.15.2	Visitor Management: Driver's License Scanner, Vehicle License Scanner		
13.15.3	All entries must be stored online with one account, One password		
13.15.4	Access from anywhere		
13.15.5	PoPi compliant		
13.15.6	Unlimited access to cloud back end reporting		
13.15.7	Sim card included		
13.16	Electronic Safe		
13.16.1	1-8-digit code user code		
13.16.2	Lockout function		
13.16.3	Low battery warning		
13.16.4	Dimensions:520H X 350W X 360D (mm)		
13.17	Metal Detector		
13.17.1	Power: AC85V – 264V/47-60HZ		
13.17.2	Net Weight: 75kg		
13.17.3	Workplace environment: -20°C to +50°C		
13.17.4	GB15210-2003, CE Certification		
13.17.5	LCD Screen with infra-red remote controller		
13.17.6	Automatic counter of passes and alarms (alarm records for up to 20 000 events)		
13.17.7	6/8/12/18 detecting zones with adjustable sensitivity (high, standard, low)		
13.17.8	LED bar graph on left and door frame		
13.17.9	System lock with password protection		
13.17.10	Water resistant PVC Coating for sides and control unit		
13.17.11	Adjustable sound alarm /volume/ tones/ background light 0 – 99		

SECTION H SPECIAL CONDITIONS OF CONTRACT

1. MANDATORY REQUIREMENTS

- 1.1 Bidders are to quote for all items. Should bidders not quote for all items, they would be considered non-responsive. The total quotation price is inclusive of the cost of the supply, delivery, installation and maintenance for 36 months.
- 1.2 The Tenderer must have been in business for not less than 5 years in the CCTV industry. The Tenderer must have previously installed a minimum of two (2) surveillance projects with at least 100 I.P cameras running on a wireless network. The tenderer must submit award and completion certificates. As a verification process, the department reserves the right to visit the premises referred to in the award and completion certificates submitted by the tenderer. False information will lead to disqualification from the bidding process and/or litigation. Should the tenderer not submit proof of experience in line with the minimum requirements set herein or submit proof of experience which does not meet the minimum requirements, their bid will be deemed non-responsive.
- 1.3 The Tenderer shall submit proof of registration with the Private Security Industry Regulatory Board (PSIRA).
- 1.4 The Tenderer must submit contact details of existing customers currently contracted to for the service of CCTV Systems.
- 1.5 The tenderer must have a minimum of 3 cabling installers in their employ with **Net Connect Act 1** cabling method certification.
- 1.6 The tenderer must have a minimum of 1 cabling designer in their employ with **Net Connect Act 3** cabling method certification.
- 1.7 The Tenderer must supply full accreditation letters from the following suppliers to prove competency in each field:
 - 1.7.1 Camera manufacturer – for the specified cameras in this tender.
 - 1.7.2 Software vendor – for the specified software in this tender.

NB: The abovementioned letters must prove that the Tenderer is certified to design projects utilizing the equipment as well as to sell and install goods. Also, that the tenderer is qualified to maintain the goods thereafter.

- 1.8 The Tenderer must have a minimum of 3 qualified I.T Technicians, as networks belonging to the Department may also be used. The Tenderer must include the qualification of each Technician in N+ and A+ or higher. The Tenderer shall also submit the CV and qualifications of the Project Manager with at least five (5) years' experience in projects of similar nature.

2 SPECIAL CONDITIONS

- 2.1 In order for the department to be assured that the Tenderer has capacity to supply the specified installation kit, the Tenderer must submit a full specification sheet for each product listed in Schedule A. The specification sheet shall in no way deviate from the specification outlined in the **SCHEDULE A. THE DEPARTMENT WILL NOT ACCEPT ALTERNATIVE SPECIFICATIONS UNLESS OTHERWISE STATED.**

3. CONTRACT REQUIREMENTS

Tenders that do not meet the prequalification criteria stipulated below will be disqualified.

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

4. LANGUAGE MEDIUM

The language medium for all documentation related to the Contract shall be in English.

5. PAYMENT

5.1 Payment for services will be made monthly in accordance with the conditions determined in the Quotation price and at the particular tariffs/rates tendered and accepted. Where applicable, travelling to and from meetings and attending same will be taken as official hours actually worked.

5.2 Payment shall be made by the Department within thirty days after receipt of a monthly detailed invoice, based on the conditions as determined in 7.1 above. The invoice must include all cell phone, subsistence and transport claims for the same period and must be certified correct and due by the Chief Financial Officer or an authorised representative.

6. TERMINATION OF CONTRACT OR PART THEREOF

6.1 The contract will terminate at the end of the contract period without any notice, unless prior written amendment has been made between the parties to extend the contract period.

6.2 Should the Contractor fail to exercise his duties with reasonable diligence or fails or neglects to meet his obligations in terms of this contract, the Head may request in writing the rectification of same within fourteen days. Should the Contractor, after fourteen days and in the sole discretion of the Head, continue to fail to exercise his duties with reasonable diligence or fails or neglects to meet his obligations in terms of this contract, it will be regarded as breach of contract and the Head may terminate the Contract without further notice. Should the said failure have caused damage to the Department then the Head shall be entitled, without prejudice to any other rights, to claim such damage from the Contractor.

6.3 The Head reserves the right, with due consultation, to replace any employee of the Contractor or the employees in total with Departmental officials or cease some or all of the functions of the Contractor and may terminate the services and therefore terminate the appointment of the Contractor and/or an employee(s) of the Contractor before the expiry of the contract period.

6.4 The Contractor may, upon reasonable notice and with due consultation and agreement by the Head, terminate the Contract or terminate the appointment of the Contractor and/or an employee(s) before the expiry of the contract period or replace them with new person/s that meet the criteria set in these Conditions. Should the Head, as the final authority, not agree with such premature termination and/or replacement, it will be regarded as breach of contract and Head may terminate the Contract in total or in part.

6.5 Should the composition of the Team or the Contractor's company profile at senior, partner or director level be changed during this appointment, whether by death, sickness or any other reason, or if his estate sequestrated or liquidated, or if he be placed under judicial management or an administration order is issued against him by any Court, it is incumbent on the Contractor or his representative to immediately notify the Head in writing. A response shall be given by the Head in writing and until such time the Contract shall

remain in force. The Head, however, reserves the right to terminate the Contract with immediate effect and to appoint any other Contractor at his sole discretion.

- 6.6 party and no part of this contract may be sub-let to any other person without the prior approval of the Head. Failure to observe this condition shall entitle the Head to terminate this Contract.
- 6.7 In the event of premature termination of the contract or part thereof by one party of the Contract then, should such premature action cause the other party undue financial loss, save for any other breach of contract, a reasonable re-imbursement shall be agreed upon and paid within thirty days after furnishing of proof of such loss.
- 6.8 In any event of termination of this Contract by any of the parties, for whatever reason, the Head will be entitled to the receipt of all documentation, papers and copies of computer disks with data and applicable software in the possession of the Contractor and related to the functions of the appointment. The Head furthermore reserves the right to use such documentation, etc., for the purposes of continuing the functions as envisaged by the Scope of the Contract in whichever way the Head deems necessary.
- 6.9 The Contractor or any of his staff or any associated person shall not divulge any information of any kind whatsoever during the validity of this Contract, or at any time thereafter to any person not officially concerned with the functions of the Department unless with prior written approval of the Head.

7. SETTLEMENT OF DISPUTES

- 7.1 In case any dispute shall arise between the Department and the Contractor out of the interpretation of these Conditions, such dispute shall, unless otherwise settled between the Head and the Contractor be first referred to a special committee for mediation appointed jointly by the Head and the Contractor.
- 7.2 Should either of the parties fail to accept the results of mediation, the Head shall, at his sole discretion decide whether to refer the matter to either litigation or arbitration. Should the latter course of action be decided upon, the arbitrator shall be appointed by the Head on recommendation of the President of the South African Association of Arbitrators and approval by the Minister for Works and the Contractor. Such approval may not be withheld without stated valid reason. The decision of the Arbitrator shall be final and binding on both parties.

8. PROCUREMENT PROCEDURE

- 8.1 The open procedure will be used to evaluate this Quotation.

9. METHOD OF QUOTATION EVALUATION

9.1 Evaluating using the Point System

The bidder obtaining the highest number of total points will be awarded the contract.

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;

Points scored must be rounded off to the nearest 2 decimal places.

In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

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

9.2 SECOND PHASE OF EVALUATION

Points Awarded for Price

9.2.1 THE 80/20 PREFERENCE POINT SYSTEM

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

9.2.2 Points Awarded for Price

9.3 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

9.3.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

9.4 BID DECLARATION

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

9.5 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 9.3.1

9.5.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)

(Points claimed in respect of paragraph 9.6.1 must be in accordance with the table reflected in paragraph 9.3.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

9.6 SUB-CONTRACTING

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

(Tick applicable box)

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

9.6.2 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9.7 DECLARATION WITH REGARD TO COMPANY/FIRM

9.7.1 Name of company/firm:.....

9.7.2 VAT registration number:.....

9.7.3. Company registration number:.....

9.7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 11.3.1 and 11.5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

Witness 1..... 2.....

..... SIGNATURE(S) OF BIDDER(S) DATE ADDRESS.....
--

9.7.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

10. SOCIO-ECONOMIC PREFERENCE GOALS

The preference goals that will be utilized will be in accordance with the 80/20 preference point system as per the Provincial SCM Policy Framework.

11. BID DOCUMENTS

Bidders are required to check the number of pages, and to check this document and annexure as listed in the index for any obvious omissions, indistinct duplication, errors, etc. and report same to Mr S Mashatole at 031 203 2101 (tel).

The whole of this quotation document, properly completed and priced, is to be returned before the closing date and time for quotations.

This quotation is subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, The KwaZulu-Natal Supply Chain Management Policy Framework and the General Conditions of Contract as prescribed by Provincial Treasury.

12. VALIDITY

This quotation shall be valid for a period of sixty (60) calendar days calculated from the closing time specified

**SECTION I
QUESTIONNAIRE REPLIES**

1. Are the prices/rates quoted firm?
.....
2. Is the delivery period stated firm?
.....
3. How will delivery be affected?
4. Is the equipment guaranteed for a minimum period of six months?
.....
5. Are you the accredited agents in the RSA for the manufacture/supply of the goods offered by you?
.....
6. What is the address in the RSA (preferably in the Province of KwaZulu-Natal) where a machine/goods as offered by you can be inspected under working conditions?
.....
7. What is the approximate value of spares carried in stock in the RSA for this particular make and model of machine?
8. Where is stock held?
9. What facilities exist for the servicing of the machine/goods offered?
.....
10. Where are these facilities available?
.....
11. What are the names and addresses of the factories where the goods will be manufactured and, if required, inspected?
12. Is a special import permit required?
.....

.....
SIGNATURE OF BIDDER
(PRINT NAME)

.....
DATE

N.B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID

SECTION J
OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved:

Bid No.:

Service:

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

ATTENDED THE OFFICIAL BRIEFING ON(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

SECTION K

TAX COMPLIANCE STATUS (TCS)

- 1 Explain that the State / Province may not award a contract resulting from the invitation of quotations to a Bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with SA Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
- 6 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
9. Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER

.....

PIN NUMBER

.....

SECTION L
AUTHORITY TO SIGN A QUOTATION

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,
Mr/Mrs/Miss..... (whose signature appears below) has been duly
authorized to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

.....
SIGNATURE
(PRINT NAME)

.....
DATE

C. PARTNERSHIP

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

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

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

..... SIGNATURE (PRINT NAME) SIGNATURE (PRINT NAME) SIGNATURE (PRINT NAME)
..... DATE DATE DATE

D. CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Mrs/Miss....., whose
signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of
Close Corporation)

.....
SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1
2

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at
Mr/Mrs/Miss....., whose signature appears below, has been
authorized to sign all documents in connection with this bid on behalf of (Name of co-operative)
.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:
(PRINT NAME)

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1

2

F JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Miss.....,Mr/Mrs/Miss.....,

Mr/Mrs/Miss.....and Mr/Mrs/Miss.....
(whose signatures appear below) have been duly authorized to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: **DATE:**

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20...

Mr/Mrs/Miss.....

(whose signature appears below) have been duly authorized to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**.....

(PRINT NAME)

SECTION M CONDITIONS OF QUOTATION

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province 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. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-

(a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or

(b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

.....

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION N
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
 (To be completed by Bidder.)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	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 A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of Bidder

SECTION 0
SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

Should the Bidder wish to make any departure from or modification in the Special Conditions of Contract, Specifications, Schedule list of Prices/ Quantities/ Drawings or to qualify the bid in any way, he/she shall indicate the proposals clearly hereunder or alternatively make photocopies of the original quotation/bid documentation.

[illegible]

SIGNATURE OF BIDDER:

DATE:

SECTION P

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

- 1 This Standard Bidding Document (SBD) 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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.

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

ANNEXURE B: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "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 Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales

duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.

- (q) "Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.

- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without cancelling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.

- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2 -
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period

5. PATENTS

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

6. PACKAGING, MARKING AND DELIVERY

- 6.1 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 Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the

contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.

- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
 - 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
 - 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
 - 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
- 11.1.1 cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.

- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
- 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event, the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
- 14.1.2 Cancel the contract and claim any damages, which the Province may suffer by having to make less favorable arrangements after such cancellation.
- 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:

17.2.1 Name of Institution placing order;

17.2.2 Provincial official order number;

17.2.3 Quantity ordered; and

17.2.4 List of items ordered.

18. EXPORT LICENCES

18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:

18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such licence;

18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

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

19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.

20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organisation acting on its behalf.

20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.

20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.

20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any

other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.

- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organizations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

22. CONTRACTOR'S LIABILITY

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from monies due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfillment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such monies or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect 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.

28. NOTICES

- 28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.
- 28.2 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 such notice.

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (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 Contractor of any warranty obligations under this contract; and
 - (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.

- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
 - (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the contract.
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

32. PENALTIES

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

34. 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.

35. TAXES AND DUTIES

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.

- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

36. PROHIBITION OF RESTRICTIVE PRACTICES

- 36.1 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 collective bidding (or bid rigging).
- 36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 36.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SBD 6.1
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017
(i)

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code

of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - B-BBEE Status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice
 - Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

- vi) What percentage of the contract will be subcontracted.....%
- vii) The name of the sub-contractor.....
- viii) The B-BBEE status level of the sub-contractor.....
- ix) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

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

- x) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- viii) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that of person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

.....

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated 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 at no cost.

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency 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.

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

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

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

IN RESPECT OF BID NO.

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 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 / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____