



PART: A: INVITATION TO BID:

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (POLOKWANE MUNICIPALITY)					
BID NUMBER:	PM43/2021	CLOSING DATE:	23 JUNE 2022	CLOSING TIME:	10:00
BID DESCRIPTION	INSTALLATION, COMMISSIONING, MAINTENANCE AND MONITORING OF CCTV CAMERAS AT POLOKWANE MUNICIPAL ELECTRICAL SUBSTATIONS FOR THREE (03) YEARS				
TOTAL BID PRICE					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF POLOKWANE MUNICIPALITY.					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (Polokwane Municipality, Civic Centre, corner, Bondenstein and Landdros Mare Street) not later than 10:00 on **23 JUNE 2022**

An official and compulsory briefing session will not be applicable for this project

The Bid box is generally open 24 hours, 7 days a week.

Completed Bid document, fully priced and signed must be sealed in an envelope marked "Bid number and Bid description"

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL NUMBER	-----				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	☐ Yes ☐ No		B-BBEE STATUS LEVEL	☐ Yes ☐ No	

[TICK APPLICABLE BOX]		SWORN AFFIDAVIT	
[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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	POLOKWANE	CONTACT PERSON	Mr. Arnold Pretorius
CONTACT PERSON	Mr. K. Mashiane	TELEPHONE NUMBER	015 023 5983
TELEPHONE NUMBER	015 023 5148	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Arnoldp@polokwane.gov.za
E-MAIL ADDRESS	kwenama@polokwane.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO POLOKWANE MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐
YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐
YES ☐ NO

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

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SCHEDULE OF CONTENTS

BID NOTICE

RESPONSIVENESS AND EVALUATION CRITERIA

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ANNEXURE "A"	EVALUATION PROCESS AND CRITERIA
MBD 4	DECLARATION OF INTEREST
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
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BID: PM43/2021

DIRECTORATE: ENERGY SERVICES

BUSINESS UNIT: 66kV OPERATIONS AND MAINTENANCE

Bids are hereby invited for the **INSTALLATION, COMMISSIONING, MAINTENANCE AND MONITORING OF CCTV CAMERAS AT POLOKWANE MUNICIPAL ELECTRICAL SUBSTATIONS FOR THREE (03) YEARS.**

Bidders should ensure that bids are delivered timorously to the correct address. If the bid is late, it will not be accepted for consideration

The Municipality shall adjudicate and award bids in accordance with B-BBEE status level of contribution on points for contribution, on 80/20-point system, 80 points for the price and 20 points for contribution. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal supply chain Management Regulations)

**Mr. N.R SELEPE
ACTING MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET
POLOKWANE**

RESPONSIVENESS AND EVALUATION CRITERIA

RESPONSIVENESS CRITERIA

The Polokwane Municipality will consider no Bid unless it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
 - The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
 - A valid Central Supplier Database number to be provided.
 - Bid forms must be completed in full and each page of the bid initialed.
 - Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
 - Proof of payment of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached.
 - Complies with the requirements of the bid and technical specifications
 - Registered in the relevant professional body in the specific field
-
- Adheres to Pricing Instructions.

EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

BID NO: PM43/2021

I/We, the undersigned:

- a) Bid to supply and deliver to Polokwane Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Scheduled to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBD's, SBD's and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Polokwane Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of (Year)

Signature of the Bidder: _____

Name of Bidder: _____

Professional Registration No, if any, attach proof)

Address: _____

Date: _____

As Witness: 1. _____

 2. _____

Particular of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

(Attach of identity Document, if bidder is a Sole Proprietor and/or partners in partnership)

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract of behalf of:

by virtue of _____

dated _____ a certified copy if which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

Date: _____

As witness: 1. _____
2. _____

Please Note:

The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.

Bank account details of bidder:

Bank: _____

Branch: _____

Branch Code: _____

Accounting Number: _____

Type of Account: _____

PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED (ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).

**NOTE: THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE
BIDDER DOCUMENT IN FULL**

**ANY COMPLETION OF THE BIDDER DOCUMENT IN ERASABLE INK WILL NOT BE
ACCEPTED**

BIDDING INFORMATION

Details of person responsible for bidding process

Name _____

Contact number _____

Address of office submitting bid _____

Telephone _____

Fax no _____

E-mail address _____

VAT Registration Number _____

Has a B-BBEE status level verification certificate been submitted?

Yes/No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CC):

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS):

☐

A REGISTERED:

☐

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER
TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE:

Yes/No

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? (IF YES ENCLOSE
PROOF)

AUTHORITY FOR SIGNATORY

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of directors passed on _____ 20_____

Mr/Ms. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company:

In his/her capacity as:

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **"Acceptable bid"** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. **"Chairperson"** means the chairperson of the Polokwane Municipality Bid Adjudication Committee.
3. **"Municipal Manager"** means the Municipal Manager of the Municipality.
4. **Committee"** refers to the Bid Adjudication Committee.
5. **"Council"** refers to Polokwane Municipality.
6. **"Member"** means a member of the Bid Adjudication Committee.
7. **Service providers"** refers to the bidders who have been successful in being awarded Council contracts.
8. **SMMs"**(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996.
9. **Contract"** refers to legally binding agreement between Polokwane Municipality and the service provider.
10. **Bid** "means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **Contractor"** means any natural or legal person whose bid has been accepted by the Council.
12. **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids.
13. **"Order"** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **"Written" or "in writing,"** means hand written in ink or any form of mechanical writing in printed form.

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Polokwane Municipality.

On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Polokwane Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Polokwane Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit

that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Polokwane Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicate to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: _____

General Conditions of Contract

1 DEFINITION

The following terms shall be interpreted as indicated:

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

required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of component parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 “**Local content**” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “**Manufacture**” means the production of products in a factory using labour, materials, component and machinery and includes other related value-adding activities.

1.19 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “**Project site,**” where applicable, means the place indicated in bidding documents.

1.21 “**Purchaser**” means the organization purchasing the goods.

1.22 “**Republic**” means the Republic of South Africa.

1.23 “**SCC**” means the Special Conditions of Contract.

1.24 “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “**Supplier**” means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.

1.26 “**Tort**” means in breach of contract.

1.27 “**Turnkey**” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “**Written**” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of Patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspections requirements indicated in the bidding documents and no mention is

Made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly

With such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the Delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3

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

16.3 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the performance

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) If the supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or service similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed.

Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

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

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

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract Unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort Or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and Other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

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

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or

terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

GENERAL PROCEDURES

1 General Directives

- 2.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 2.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 2.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 2.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 2.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 2.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 2.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the

Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in national treasury e-tenders publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin or newspapers) and

5 Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

6 Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

7 Bids submitted must be sealed.

8 The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries

9 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

10 Handling of bids submitted in response to public invitation

10.1 Closing of bids

All bids will close at **10H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

10.2 Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

10.3 Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid

closure endorsed on the front cover of the bid document.

Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

10.4 Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

10.5 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

11 Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment _____ of _____ Municipal Fees

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and

- (i) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives and points scored for price.
- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

14 Evaluation of bids on functionality and price

14.1 All bids received will be evaluated on functionality and price.

15 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

16 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

17 Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

18 Cancellation and re-invitation of bids

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system
- II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

Due to changed circumstances, there is no longer a need for the services, works or goods requested.

Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or

Funds are no longer available to cover the total envisaged expenditure.

Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

19 Sale and Letting of Asset

The Preferential Procurement Regulations, 2011 is not applicable to the sale and letting of assets

In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

SPECIAL CONDITIONS:

- (a) The bidder must have a sound control room in the Polokwane jurisdiction area and a Polokwane municipal official will do inspection in loco;
- (b) The bidder must have armed response or subcontract armed respond service;
- (c) The Municipality might extent scope of work to cover other crime hotspots;
- (d) In case of theft while they are monitoring, the replacement cost for stolen item will be recovered from Service provider's payments. The service provider must provide insurance cover in case of theft;
- (e) The maintenance of the equipment will be the responsibility of the Service Provider for duration of the contract;
- (f) The bidder must also attach comprehensive monthly fee structure for monitoring and armed response; (Failure to submit will result in bid to be disqualified)
- (g) In case any work needs to be conducted in an Electrical Substation, arrangements should be made with the relevant Responsible Person at Polokwane Municipality Energy Services, at least one day prior to the activity;
- (h) All activities in an Electrical Substation to be performed under the direct supervision of an authorized Polokwane Municipal employee from Energy Services;
- (i) Service Providers should familiarise themselves with any possible patent rights that can have a negative impact on the products offered as the City of Polokwane distance themselves of any law suites and will not accept any responsibility for any actions taken against the service provider;
- (j) It shall be noted that at the end of the three-year Tender term, once the product is handed over to the City of Polokwane and the Service Provider is paid for the service in full, then that product is fully owned by the City of Polokwane and the Service Provider has no owner's right on that product anymore;
- (k) Products will be rejected if found not to comply with these contract requirements. (SABS or Equivalent) The Service Provider shall remove such product/s at his/her cost and risk and substitute them with goods that do comply with the contract requirements;
- (l) Service Providers are requested to offer products and services as far as possible to the requirements of this tender (SABS or Equivalent) and should avoid to deviate from these requirements to prevent possible disqualification from this contract;
- (m) Service Providers shall not continue with the supply of a product or service before a sample is supplied and a written approval is obtained from an authorised official from City of Polokwane

indicating the product complies with all required specifications and relevant quality standards. (SABS or Equivalent) Therefore, the appointed Service Provider should invite Polokwane Municipality for regular inspections;

- (n) All the equipment to be supplied shall be SABS/SANS approved
- (o) **Any bidder who wants to do sites visits shall make a prior arrangement with electrical departments 14 days before closing of the tender.**

BID NUMBER: PM43/2021

INSTALLATION, COMMISSIONING, MAINTENANCE AND MONITORING OF CCTV CAMERAS AT POLOKWANE MUNICIPAL ELECTRICAL SUBSTATIONS FOR THREE YEARS.

BID SPECIFICATIONS:

Objective:

The main aim of the project is to offer Polokwane Municipality peace of mind for copper cable theft monitoring & prevention and transformer protection 24 hours per day with an armed response in case of an unauthorized entry.

It should be noted that the implementation of this service, namely; "Installation, Commissioning, Maintenance and Monitoring of CCTV Cameras at Polokwane Municipal Electrical Substations for Three Years." is to minimize the risk of theft and vandalism to the Electrical substations, which hampers service delivery and results in losses of millions per year. Funds allocated for preventative maintenance, is now spend to replace broken and stolen Electrical Equipment.

Overall summarized duties:

Utilizing a fully operational Control Room in the Polokwane jurisdiction area 24/7 to;

- Monitor and record all the cameras 24/7, 365 days;
- Act in case of a suspicious activity – investigate, call on the two-way radio and/or phone;
- Send armed response when applicable;
- Provide Proof of Evidence (POE) reports monthly together with invoices.

Armed Response:

Armed Response be in a form of ownership, or Joint Venture, etc. A letter of intent from the Security Company stating the arrangement made, must be submitted. Any changes to the agreement must be approved by the Municipality prior commencement.

- Tracking Device on Vehicles and Personnel;
- Monitored Dash Cam in all Response Vehicles (Monitor inside and outside).

Equipment to be monitored:

- All main entry gates to the substations;
- All entry gates/doors to buildings;
- All entry gates to 66kV yard;
- Complete 66kV yard;
- All 66kV control rooms;
- All the auxiliary cables from the main building into the 66 kV yard;
- Complete 11kV control rooms;
- All cable trenches inside the substations;
- All cable trenches entering the substations;
- All 11kV panels front and back;
- Battery rooms;
- Full perimeter fencing, including the area outside the fence up to ± 20 meter.

RESPONSIBILITIES OF SERVICE PROVIDER:

(CONTROL, MONITORING AND RESPONSE TO SURVEILLANCE SYSTEMS)

- a) Any attempt of an unauthorised entry to an Electrical Substation should immediately be reported to the relevant responsible persons at Polokwane Municipality, Officials to be identified after the appointment of the successful Service Provider.
- b) No unauthorized entry to an Electrical Substation should be allowed.
- c) A request to enter an Electrical substation will be submitted to the Control Room of the Service provider, whereby the Control Room will confirm it will the relevant Responsible SCADA Officials at Polokwane Municipality, Energy Services.
- d) The existing and newly installed surveillance systems need to be monitored and maintained/repared by the appointed Service Provider;
- e) Service Providers should be mindful and note that the surveillance systems (Existing and New) for now must be integrated into their own systems. When the contract expires the integrated system should be fully disconnected and be terminated from the Service Provider's system and Network;
- f) All surveillance systems installed at the Electrical Substations are owned by Polokwane Municipality.
- g) The service provider must share the architecture of their solution with Polokwane Municipality;
- h) Service Providers need to familiarise themselves with the existing surveillance systems in the Energy Services' Department and establish how these systems can be integrated into their own system/s to ensure these systems are controlled and monitored on a 24 Hour / 365 Days

basis by the Service Provider's Control and Monitoring Centre themselves. The systems integration should include the understanding and importance of critical factors such as planning, systems design, requirements, software design, configuration management, integration, testing, subcontractors, quality integration, test facilities or any other requirements;

- i) Service Providers are responsible to attend to all alerts / alarms where surveillance systems are under their control and monitoring. Service Providers will be held responsible for any losses and damages of sites under their control and monitoring as a result of negligence on the Service Provider's side to respond to alarms and alerts in a timely manner;
- j) Service Providers should repair defective surveillance equipment / systems immediately;
- k) It is the Service Provider's responsibility to maintain and ensure the software program and all data captured is available 24/7/365 via their own secure servers;
- l) All relevant software licence fees and alike, is the Service Provider's responsibility for the duration of the contract;
- m) All incident data captured shall be kept for record purposes for a minimum period of 3 years or until the contract expires which ever one comes first, all data should be handed over to Polokwane Municipality and be fully deleted from the service provider's records after a period of 3 years or expiring of the contract which ever one is first. **NOTE: All captured data remains the property of Polokwane Municipality** and may not be shared with anyone else, except the appointed Municipal Employees, as will be indicated after the appointment of the successful Service Provider;
- n) If the Service Provider ceases to trade and can't successfully complete his / her contract obligations, then the Service Provider will be obliged to provide Polokwane Municipality full access to the hardware, firmware and software to ensure that Polokwane Municipality can continue with its business;

ALL EQUIPMENT PROVIDED BY THE SERVICE PROVIDER MUST BE EQUAL OR BETTER SPECIFICATION AS SPECIFICATION PROVIDED IN TENDER

All electronic equipment to be of high quality (SABS or Equivalent)

All electronic equipment to be connected via battery backup, in case of a power failure, with a "power off" alarm to the Control Room function.

Cameras, communication devices to be supplied and installed, which will be the property of Polokwane Municipality.

EQUIPMENT AND TECHNICAL SPECIFICATIONS REQUIRED:

- (a) Sophisticated camera equipment to monitor targeted areas;
 - (b) CCTV systems with latest surveillance cameras;
 - (c) Artificial Intelligence (AI) device and software at all monitored sites;
 - (d) Dedicated site Audio Speaker and VOIP Intercom system;
 - (e) Night vision apparatus to operate at night to detect activities in remote areas;
 - (f) Sophisticated anti-tamper alarm units to be installed at all sites for the purpose of an early warning system;
 - (g) Pepper gas alarm systems including perimeter equipment protection;
 - (h) Asset and vehicle tracking systems (Service Provider's own vehicles and tracking system);
- Any other extra technical equipment not mentioned above must be included by Service Provider.

CONTROL CENTRE:

To be a well-established, 24/7/365 manned and fully equipped Control Centre situated in the Polokwane area of jurisdiction.

FEATURES:

Control Room CMS Requirements:

Ensuring effective monitoring the following requirements is essential.

Video Analytics:

Video Detection Capabilities

Basic Video Motion Detection

Video Motion Detection (VMD). A group of detection tools designed to detect moving objects in the frame. The basic motion detection tool detects motion in the scene as it looks for anything that is different from one video frame to another. An object tracker detects motion and its direction, and can track an object even if the camera is shaking or while the PTZ camera is rotating. The infrared detection tool (for its operation an infrared imager is needed) is triggered by motion in the infrared range. The motion direction detection tool captures motion in set directions.

The abandoned object/Object disappearance detection tool notifies of the appearance of an object in the scene or the disappearance of an object from the scene. This tool makes it possible to detect, for example, the disappearance of a laptop from a desk, a briefcase left in a building lobby, or an illegally parked automobile.

Facial recognition detects the appearance of a human face in the scene, distinguishing it from any other object.

Scene analysis

This group of detection tools makes it possible to filter set types of movement of an object in the scene. The user configures lines, polygonal zones and time intervals, and the system detects events corresponding to the set criteria. Scene video detection tools capture:

- When an object crosses a straight line in a selected direction;
- When an object crosses a polyline in a selected direction;
- Motion in a zone;
- Entry of an object into a zone;
- Exit of an object from a zone;
- Appearance of an object in a zone;
- Disappearance of an object from a zone;
- Stopping of an object in a zone;
- An object remaining in a zone more than 10 seconds;
- An object abandoned in a zone;
- Any of these tools can be fine-tuned to track a specific object: a person, an automobile, or any other objects.

Camera Tampering

Intellect's camera health detection tools trigger in case of malfunctions in a video camera's operation. They not only make it possible to identify attempts to disable a camera, but also detect various kinds of interference which reduce the quality of event recording.

The covered lens detection tool is triggered by all instances of accidental or deliberate covering / blocking / spray-painting of the lens. This is especially important in situations when a camera is located within reach.

The camera blinding detection tool generates an alert if a beam of bright light, such as a flashlight, searchlight or automobile headlight, is directed into the lens.

The camera shift detection tool notifies of reorientation of a camera in space. This detection tool is especially needed in situations when a camera is located within reach and can easily be turned.

The background change detection tool reacts to changes in the background in front of a camera. This detection tool is very similar to the previous one, but serves somewhat different purposes. While the camera shift detection tool reacts to manipulation of the camera itself, the background change detection tool reacts to manipulations around it, for instance, an attempt to place an artificial background in front of the camera.

The defocusing detection tool notifies of loss of image sharpness as a result of defocusing or dirtying of the camera lens. This is possible, for example, if someone deliberately or accidentally disturbed the focus.

1. Forensic Search – smart scene analysis in video archives

Why Forensic Search?

The main goal of using an intelligent search engine is to find events of interest to the user in the video archive quickly if the exact time when the event occurred is unknown. Forensic Search makes it possible to raise work with the video archive to a new level of quality, from the user viewing the entire time interval which is potentially of interest to situational analysis of the archive according to set parameters.

What is Forensic Search?

With Forensic Search, camera video is processed in real time, and metadata describing all objects in the scene and their characteristics are recorded to a special database that is synchronized with the video footage. No preliminary configuration of video detection tools is needed. To search, the user enters a query (this is similar to configuration of a video detection tool), for example, crossing a line or motion in a zone. The Forensic Search system processes the recorded metadata and in seconds finds all video fragments which correspond to the query.

Search and find with Forensic Search

You can specify the following search criteria via the Forensic Search user interface:

- Crossing a virtual straight line in a user-defined direction
 - Motion in the zone
 - Zone entry
 - Zone exit
 - Motion from one area to another.
 - Item appeared in the zone
 - Item disappeared in the zone
 - Stopping by in the zone
 - Presence in the zone for over 10 seconds
 - Abandoned object
- In addition, you can configure Forensic Search to find objects of the selected colour or filter objects that cross a line/polyline with the selected speed.

SURVEILLANCE SYSTEMS:

NVR / DVR:

Features:

- Supports H.265, H.264 Video Formats;
- 5 in 1 Compatibility: TVI, AHD, CVI, CVBS, IP;
- 16 Channel BNC Input PLUS 8 IP Cameras (24 Channels Total);
- Up to 8MP Resolution Recording;
- HDMI and VGA Outputs;
- Two Way Audio Supported;
- (1) BNC Output;
- RS485 Interface;
- Long Range video transmission.

Specifications		
Model	NVR304-16EP	NVR304-32EP
Video/Audio Input		
IP Video Input	16-ch	32-ch
Hybrid DVR	16-ch BNC, 8 IP	
Two-way Audio Input	1-ch, RCA	
Network		
Incoming Bandwidth	160Mbps	320Mbps
Outgoing Bandwidth	320Mbps	
Remote Users	128	
Video/Audio Output		
HDMI/VGA output	HDMI1/VGA: 1920x1080p /60Hz, 1920x1080p /50Hz, 1600x1200 /60Hz, 1280x1024 /60Hz, 1280x720 /60Hz, 1024x768 /60Hz	
HDMI/VGA output	HDMI2: 4K (3840x2160) /60Hz, 4K (3840x2160) /30Hz, 1920x1080p /60Hz, 1920x1080p /50Hz, 1600x1200 /60Hz, 1280x1024 /60Hz, 1280x720 /60Hz, 1024x768 /60Hz	
Recording Resolution	12MP/8MP/6MP/5MP/4MP/3MP/1080p/960p/720p/D1/2CIF/CIF	

Audio Output	1-ch, RCA	
Synchronous Playback	16-ch	
Decoding		
Compression	H.265/H.264	
Live view/Playback	12MP/8MP/6MP/5MP/4MP/3MP/1080p/960p/720p/D1/2CIF/CIF	
Capability	4 x 12MP@20, 4 x 4K@30, 8 x 4MP@20, 16 x 1080p@25, 32 x 720p@25	
Hard Disk		
SATA	4 SATA interfaces	
Capacity	up to 10TB for each HDD	
External Interface		
Network Interface	1 RJ-45 10M/100M/1000M self-adaptive Ethernet Interface	
Serial Interface	1 x RS485	
USB Interface	Front panel: 2 x USB2.0 Rear panel: 1 x USB3.0	
Alarm In	16-ch	
Alarm Out	4-ch	
Power Output	12 VDC	
PoE		
Interface	16 independent 100 Mbps PoE network interfaces	
Max Power	Max 30W for single port Max 200W in total (12.5W for each)	
Supported Standard	IEEE 802.3at	
General		
Power Supply	100 ~ 240 VAC	
Consumption (without HDD)	≤ 20 W	
Working Temperature	-10°C ~ + 55°C (+14°F ~ +131°F)	

Ethernet Switches:

Key Features:

- Multiple working modes to address your business needs: Normal, Secure and Surveillance;
- Support port traffic control;
- Support for secure mode, all downlink ports can communicate only with uplink ports;
- Up to **250m transmission distance** on surveillance mode.

Specifications				
Model	NSW2010-6T-POE	NSW2010-10T-POE	NSW2010-16T2GC-POE	NSW2010-24T2GC-POE
Ports	6×100Mbps network ports (RJ45), including 4 PoE ports	10×100Mbps network ports (RJ45), including 8 PoE ports	16×100Mbps PoE ports (RJ45)+2×1000Mbps Combo ports	24×100Mbps PoE ports (RJ45)+2×1000Mbps Combo ports
Standards	IEEE802.3,IEEE802.3u,IEEE802.3az,IEEE802.3x,IEEE802.3af,IEEE802.3at		IEEE802.3,IEEE802.3u,IEEE802.3z,IEEE802.3ab,IEEE802.3x,IEEE802.3af,IEEE802.3at,IEEE802.3az	
Switching capacity	1.2Gbps	2Gbps	7.2Gbps	8.8Gbps
Forwarding performance	0.90Mpps	1.49Mpps	5.36Mpps	6.55Mpps
Packet Buffer	768Kbit	2Mbit	4Mbit	4Mbit
MAC	2K	8K	16K	16K
Dimensions (W×D×H)	160mm x 93mm x 32mm (6.3"×3.7"×1.3")	220mm x 150mm x 44mm(8.7"×5.9"×1.7")	440mm x 207mm x 44mm(17.3"×8.1"×1.7")	440mm x 280mm x 4416mm(17.3"×11"×1.7")
Weight	<0.6kg	<1.22kg	<4.2kg	<4.2kg
Power supply AC: 100-240V, 50/60Hz	AC: 100-240V, 50/60Hz			
PoE	802.3at/af			
Max. PoE Power	Max capacity: 65W Max capacity for single port: 30W			
Cooling Fans	0	Max capacity: 120W Max capacity for single port: 30W	Max capacity: 250W Max capacity for single port: 30W	Max capacity: 370W Max capacity for single port: 30W
Mean Time Between Failure (MTBF)	>50000 hours	0	2	2
Operating temperature	0°C-40°C (32°F-104°F)			
Operating humidity	10%~90% (noncondensing)			

Storage temperature	5%~90% (noncondensing)
Indicator	PWR: Steady on: AC input is normal Off: No AC input
Indicator	PoE: Off: No PoE power supply Steady on:
Working Mode	PoE power supply is normal Flashing: PoE power supply is abnormal
	LINK/ACT: Off: No link Steady: Linked at 10/100Mbps Flashing: Transmitting data
	Speed: Off: Linked at 10/100Mbps On: Linked at 1000Mbps
	Default (Normal mode): All ports can communicate with each other. VLAN (Secure mode): Downlink ports can communicate only with uplink ports. EXTEND (Surveillance mode): Transmission distance up to 250 meters.

Camera's

AHD:

- Image Sensor · 1/2.7" CMOS
- Effective Pixels · 1920(H)×1080(V), 2MP
- Scanning System · Progressive
- Electronic Shutter Speed · PAL: 1/25~1/100000s
· NTSC: 1/30~1/100000s
- Minimum Illumination · 0.02Lux/F1.8, 30IRE, 0Lux IR on
- S/N Ratio · More than 65dB
- IR Distance · Up to 60m (197feet)
- IR On/Off Control · Auto / Manual
- IR LEDs · 4
- Lens
- Lens Type · Motorized lens / Fixed iris
- Mount Type · Board-in
- Focal Length · 2.7-12mm
- Max Aperture · F1.8
- Angle of View · H: 105.9°~33.4°

· Focus Control	· Motorized
· Auto Focus	· N/A
· Close Focus Distance	· 200mm
· Day/Night	· 7.87"
· OSD Menu	· Auto (ICR) / Manual
· BLC Mode	· Multi-language
· WDR	· BLC / HLC / DWDR
· Gain Control	· DWDR
· Noise Reduction	· AGC
· White Balance	· 2D
· Smart IR	· Auto / Manual
· <u>Certifications</u>	
· Certifications	· CE (EN55032, EN55024, EN50130-4) · FCC (CFR 47 FCC Part 15 subpartB, ANSI C63.4-2014) · UL (UL60950-1+CAN/CSA C22.2 No.60950-1)
· Interface	
· Audio Interface	· N/A
· <u>Electrical</u>	
· Power Supply	· 12V DC ±30%
· Power Consumption	· Max 12.1W (12V DC, IR on)
· Environmental	
· Operating Conditions	· -30°C ~ +60°C (-22°F ~ +140°F) / Less than 95% RH · * Start up should be done at above -30°C (-22°F)
· Storage Conditions	· -30°C ~ +60°C (-22°F ~ +140°F) / Less than 95% RH
· Ingress Protection & Vandal Resistance	· IP67
· <u>DORI Distance</u>	
· Pan / Tilt / Rotation	
· Pan/Tilt/Rotation	· Pan: 0° ~ 360° · Tilt: 0° ~ 87° · Rotation: 0° ~ 360°
· Video	
· Resolution	· 1080P (1920×1080)
· Frame Rate	· 25/30fps@1080P, · 25/30/50/60fps@720P
· Video Output	· 1-channel BNC high definition video output / CVBS video output (Can switch)

IP Camera:

Camera	
Sensor	1/2.9", progressive scan, 2.0megapixel, CMOS
Lens	2.8~12mm, AF automatic focusing and motorized zoom lens
Angle of View(H)	94.0° ~28° Shutter Auto/Manual, 1/6~1/100000 s
Minimum Illumination	Color: 0.02 Lux (F1.4), AGC ON 0 Lux with IR on
Day/Night	IR-cut filter with auto switch (ICR)
Digital noise reduction	2D/3D DNR
S/N	>52dB
IR Range	Up to 50m (164 ft) IR range
Defog	Digital Defog
WDR	120dB
Video	
Video Compression	Ultra 265, H.265, H.264, MJPEG
H.264 code profile	Baseline profile, Main Profile, High Profile
Frame Rate	Main Stream: 2MP (1920×1080): Max. 30 fps; Sub Stream: 2MP (1920×1080): Max. 30 fps; Third Stream: D1 (720×576): Max. 30 fps
9:16 Corridor Mode	Supported
Supported	Supported
BLC	Supported
OSD	Up to 8 OSDs
Privacy Mask	Up to 8 OSDs
ROI	Up to 8 OSDs
Motion Detection	Up to 4 OSDs
Smart	
Behavior Detection	Intrusion, cross line, motion detection

Exception Detection	Audio detection
Intelligent Identification	Face detection, Defocus, Scene Change
Statistical Analysis	People counting
General Function	Watermark, IP Address Filtering, Tampering Alarm, Alarm input, Alarm output, Access Policy, ARP Protection, RTSP Authentication, User Authentication
Audio	
Audio Compression	G.711
Two-way audio	Supported
Suppression	Supported
Sampling Rate	8 KHZ
Storage	
Edge Storage	Micro SD, up to 128 GB
Network Storage	ANR
Network	
Protocols	IPv4, IGMP, ICMP, ARP, TCP, UDP, DHCP, PPPoE, RTP, RTSP, RTCP, DNS, DDNS, NTP, FTP, UPnP, HTTP, HTTPS, SMTP, 802.1x, SNMP
Compatible Integration	ONVIF(Profile S, Profile G), API
Interface	
Audio I/O	Audio cable
	Input: impedance 35 kΩ; amplitude 2 V [p-p]
	Output: impedance 600 Ω; amplitude 2 V [p-p]
Alarm I/O	1/1
Network	1 RJ45 10M/100M Base-TX Ethernet
General	
Power	12 V DC±25%, PoE (IEEE802.3 af)

	Power consumption: Max 9W
Dimensions (L × W × H)	253.4 × 86 × 71.7 mm (9.98" × 3.4" × 2.8")
Weight	0.58kg (1.28lb)
Working Environment	-35°C ~ +60°C (-31°F ~ 140°F), Humidity: 10%~95% RH(non-condensing)
Ingress Protection	IP67

ARTIFICIAL INTELLIGENCE (AI) BASED SOLUTIONS:

Artificial Intelligence (AI) must be implemented at all sites and activated on the CCTV system.

System Requirements:

- The system must analyze video streams from Analogue, HD or IP CCTV system that offers an RTSP stream and must be operating on AME (Artificial Mind Engine) software;
- The AI device must be able to be installed either locally on site, or remotely if required
- AME intelligent must provide notifications and alerts for accurate HUMAN and VEHICLE DETECTION;
- The solution must also ensure that the required system health checks and test notifications are in place for system function monitoring;
- The SYSTEM must be monitored in a dedicated offsite Control Room by means of specific CLIENT / SERVER software including AMS (Alarm Monitoring Software);
- For back up support the system must offer notifications of both the alerts to the TELEGRAM APP;
- The system must be edge based and be able to work independently of an internet connection;
- Device must be able to arm / disarm via schedule, arm input or via App;
- Device must be store no less than 10 minutes of recording per channel in order for the
- AMS to have unhindered access to footage for verification;
- Access via the AMS to alert images on the device must be available for no less than 14 days.

Technical Requirements:

- The AME software must works on a Dual Tiered Object Classification
- Tier 1: Object Classifier;
 - This is also referred to as "Deep Learning" and refers to the breaking down of images into a number of features (shapes, textures and colors), to be analyzed and identified in accordance with the training the device has received.
- Tier 2: Blob History through Neural Networks;
 - The Neural Network analyses the history of the movement of the blob (or object). The blob's history is visible in each of the images sent through as an alarm in the form of a yellow line and these characteristic patterns of movement assist in identifying the nature of the object.
- Tier 3: Future Addition - Behavior Monitoring through Bayesian Logic;

- The Bayesian Logic Tier will be used to identify behavior based on previously learnt information. The process of behavior analysis is indicated through the complex structure of a neural network. The technology makes the classification decision based on the comparisons performed on various previously identified behaviors.
- The system must provide Prediction Accuracy, Device Status and Stability reports.

Onsite Equipment Requirement:

- Features:
 - Live Channel RTSP device;
 - Open Platform IP or Analogue;
 - Plug and Play Install;
 - URL Web Interface Link – Action on Event Receipt;
 - VPN Connection – Device Comes Pre-configured;
 - V2: On Board Relays – Internet Loss & Camera Loss Monitoring;
 - V2: Accessible Video Storage;
 - V2: Remote Relay Activation.

AUDIO:

All CCTV specified sites will have a dedicated Audio Speaker and a dedicated VoIP Intercom on site. Communication through the onsite surveillance system will be used.

Dual directional communication between Employees and Sub Contractors on sites will be done. Confirmation with Polokwane Municipality Electrical Centre to determine access on site will be done.

Weatherproof Horn Speaker with Microphone plays audio file or real time audio supports SD card for audio files.

Product Features:

Horn speaker

- Interface: 1 x 10/100Mbps RJ-45 network interface;
- Network broadcast: playing audio file or real-time audio stream;
- Storage: Micro-SD (up to 32GB);
- I/O: Mic Input; speaker output;
- Power: 802.3af 48VDC standard PoE or 12VDC;
- SD card broadcast: playing audio files from SD card;
- Built-in microphone for sound collection;
- Material: Aluminium alloy;
- Dimension: with bracket – 242mm x 182mm x 338.5mm; without bracket – 242mm x 182mm x 250mm.

Audio Intercom

- Interface: 1 x 10/100Mbps RJ-45 network interface;
- Network broadcast: real-time audio stream;
- HD Voice;
- Multi Protection;
- Noise Reduction;
- Wide Temperature Range;
- Tamper Detection;
- Intelligent Security System;
- Storage: Micro-SD (up to 32GB);
- I/O: Mic Input; speaker output;
- Power: 802.3af 48VDC standard PoE or 12VDC;
- Built-in microphone for sound collection;
- Material: Aluminium alloy.

ALARM SYSTEMS FOR SUBSTATIONS AND UNDERGROUND CABLES:

All Substations must be fitted with an Alarm being monitored by the Service Provider.

UNIVERSAL MOBILE (WIRELESS) ANTI-TAMPER ALARM SYSTEMS FOR SUBSTATIONS, MINIATURE SUBSTATIONS, DISTRIBUTION TRANSFORMERS, AND UNDERGROUND CABLES AT SUBSTATION ENTRY POINTS:

- (a) Alarm Electronics should be non-susceptible Electro Magnetic Interference (Should be tested accordingly);
- (b) High-quality Lead Gel batteries to be used and must be able to withstand extreme temperatures (cold and hot);
- (c) The alarm box must have condition monitoring i.e. battery lows, tampers, etc. included in the design;
- (d) A 24 hr check facility should be incorporated into the design (this reporting time should be selectable);
- (e) The alarm should be able to be programmed remotely on a national basis while on the structure;
- (f) Programming should be easy and user friendly;
- (g) The communication media should be via GSM/GPRS/reliable Long-Distance Low Power RF;
- (h) Events as they occur should be sent to the service provider's Dedicated Control Room;
- (i) The alarm box should be able to be installed and removed under live line conditions;
- (j) Must be able to monitor a loss of any single phase, multi-phase as well as the neutral if required. Measurement will be done via a voltage comparison system;
- (k) A time delay device will be incorporated into the design (flexible settings) to eliminate the false alarms due to normal operational occurrences (Max 60 sec);
- (l) Power supply should be designed to cater for all over voltage conditions using suitable surge protection;

- (m) Necessary supply isolation protection should be included in the design and should preferably be fuse protection;
- (n) Must be designed to be compact and mobile.

PEPPER GAS UNIT:

Features:

- Standalone pepper spray alarm system or attach to the existing alarm system;
- SMS communicating (optional extra);
- Solar charger input;
- Battery back-up;
- Remote or key switch arming/disarming;
- Code hopping remote controls > Service call warning;
- Panic button (can be remote or hard wired);
- Extra strength pepper spray (15% Capsicum);
- Totally natural pepper spray > Activation warning;
- Easily installed (also DIY).

Safety Features:

- Door magnet input;
- Delay on arming;
- Visual and audio indicators for armed state and charging.

COMMUNICATION:

All communication being used for the Project must be specified:

- Camera connections and communication;
- Analytics communication;
- Audio System;
- Alarm System;
- Pepper Spray System;
- Armed Response Unit.

SERVICE PROVIDERS:

Documentation confirming agreements and Service Level Agreements (SLA) with Service Providers, Equipment providers must be provided.

BATTERY BACKUP:

All electronic equipment to be connected via BATTERY BACKUP, in case of a power failure, with a “power off” alarm to the Control Room function.

If no Electrical connection is available, the Service Provider will provide the Battery Backup System.

ELECTRONIC EQUIPMENT:

All electronic equipment to be of high quality (SABS or Equivalent).

CONTROL AND MONITORING OF ALL SECURITY SYSTEMS:

GENERAL:

- (a) All installed security equipment (alarm systems - new and existing), perimeter beams, and surveillance systems) under this contract must be controlled and monitored by the service provider's centralised control room as specified;
- (b) GPRS / GSM / RF / Wi-Fi / Ethernet communication between equipment and the control centre is the responsibility of the service provider and should be stable and reliable;
- (c) Perimeter beams, motion detectors, electric fencing, surveillance equipment, entrance and building protection, cable and conductor monitoring should all be connected / integrated into to the same alarm system as far as possible and practical;
- (d) Service Providers should incorporate this system into their Control and Monitor Centre in parallel with all other requirements of this specification;
- (e) All installed Security Systems shall be controlled and monitored 24-hours a day in the same fashion as all other requirements of this specification;
- (f) Any events that occur shall be automatically sent to the Control and Monitor Centre and to selected Polokwane Municipality's Systems including SMS and / or Email alerts;
- (g) The events shall be identified and display the location address and GPS position on multiple devices;
- (h) The system should display the status of the Battery-operated equipment status and report immediately when battery levels dropped to a certain level;
- (i) Communication Signal Strength should be monitored and a weak or no signal event should be recorded and reported immediately for the required attention;
- (j) Mains power failure should be monitored on all equipment that utilized this type of power source to function properly, all power source equipment should also be fitted with back-up battery power sources where practical;
- (k) The system should be able to notify / alert selected people of any alarm events via SMS and / or E-mails;
- (l) Service Providers should take into consideration that it might be a challenge to properly control and monitor the systems in an environment whereby daily work needs to be performed on the electrical network. Systems should be disarmed under strict control and monitor conditions similar as the disarming and arming of other security systems describe in this specification.

INSPECTION, MAINTENANCE AND REPAIRS OF EQUIPMENT:

NOTE: The service provider should familiarize himself / herself with the existing installed equipment before submitting his / her bid in terms of inspection, maintenance, repairs and replacement of equipment.

Maintenance, Replace & Repair Requirements will consist of the following (minimum):

- (a) Inspection, testing, replacement, repairing and maintaining of pepper spray alarm systems including all connected equipment (e.g. Beams, door switches, canisters, motion detectors, etcetera) to the alarm system;
- (b) Inspection, testing, replacement, repairing and maintaining of surveillance systems including all connected equipment to the surveillance system;
- (c) Inspections and testing of all security systems must be conducted on a monthly basis with a completed inspection / job card returned to Polokwane Municipality for each alarm and CCTV installation indicating the status / condition of all systems and equipment;
- (d) No repairs or replacement of equipment will commence without the prior written permission of Polokwane Municipality.

(Note: All these Electrical Substations to be physically visited and evaluated for maximum camera coverage per arrangement with Polokwane Municipality, Energy Services)

PRICING SCHEDULE

Name of Bidder..... Bid Number: PM43/2021

Closing Time: 10H00

Closing Date: 23 June 2022

ITEM 1

Item	Address	Size	Cost
1	Substation Alpha	Building + 66kV Yard & Auxiliary Cables	
2	Substation Beta	Building + 66kV Yard & Auxiliary Cables	
3	Substation Delta	Building + 66kV Yard & Auxiliary Cables	
4	Substation Epsilon	Building + 66kV Yard & Auxiliary Cables	
5	Substation Gamma	Building + 66kV Yard & Auxiliary Cables	
6	Substation Iota	Building + 66kV Yard & Auxiliary Cables	
7	Substation Sigma	Building + 66kV Yard & Auxiliary Cables	
9	Substation CBD	only Building	
8	Substation Pick 'n Pay	only Building	
10	Substation Superbia	only Building	
11	Substation Golf Club	only Building	
12	Park Substation Voortrekker	only Building	
13	Substation Flora Park	only Building	
14	Substation Le Rouxville	only Building	
15	Substation Laboria	only Building	
16	Farm Substation Sewage	only Building	

17	Substation	Hospital	only	Building	
18	Substation	Zone 8	only	Building	
19	Substation	Bendor	only	Building	
20	Substation	Ster Park	only	Building	
21	Substation	Thornhill	only	Building	
22	Substation	Industria	only	Building	
23	North Substation	Mall of the	only	Building	
24	Substation	Baobab	only	Building	
Sub-Total					
VAT					
Total Amount					

ITEM 2

For monitoring areas not part of the Electrical Substations (Scope Extension) – as and when.

Item	Description	Quantity	Cost Each	Monthly charge
1.	Supply Base Station with 2 x Sim Cards (Pole provided by Municipality);	Each		
2.	Labour to install Base Station;	Each		
3.	Supply Fence Tamper Monitoring System (To be installed every 30 meter);	Each		
4.	Labour to install Fence Tamper System (For each relocation installation);	Each		
5.	Supply Cable Tamper Monitoring System;	Each		
6.	Labour to install Cable Tamper Monitoring System (For each relocation installation).	Each		
	Sub-Total			
	VAT			
	Total Amount			

ITEM 1	R
ITEM 2	R
TOTAL BID AMOUNT	R

PRICE SHALL INCLUDE ALL COSTS AS STIPULATED.

NB: PRICE ESCALATION SHALL BE IN ACCORDANCE WITH CONSUMER PRICE INDEX (CPI) AT THE ANNIVERSARY OF THE CONTRACT

PREFERENCE POINTS CLAIM FORM

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,

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) 80/20 preference point system will be applicable to 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. 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. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

7.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

7.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

7.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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:

- 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 *audialterampartem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

EVALUATION PROCESS AND CRITERIA**BID NO: PM43/2021**

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 **Critical Criteria:**

The following critical criteria have been identified for this bid and any noncompliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Provide Central Supplier Database (CSD) number
- All pages of the bid document initialed and signed where required
- Completed and signed declaration on past SCM practices form **(MBD8)**
- Signed J/V agreement submitted (Where applicable)
- Signing of the declaration of interest form **(MBD4)**
- Submission of municipal rates and taxes statement of account for the company and all the directors of the which not older than three (3) months or Signed Valid lease agreement for service providers who are renting or leasing offices or Letter from tribal authority not older than 3 Months.

NB: BIDDERS WHO FAIL TO COMPLY WITH EITHER OR ALL OF THE ABOVE MENTIONED REQUIREMENTS SHALL BE AUTOMATICALLY DISQUALIFIED

2 EVALUATION ON QUALITY/FUNCTIONALITY = 100

DISCRIPTION			
Bidder evaluation criteria for functionality	Weight	Criteria	Points allocations
Profile of key staff Attach CV, certified qualifications and certified copy of ID document	30	- Key staff must be Technically orientated in the field of CCTV systems with technical qualification and 5+ years experience - Key staff must be Technically orientated in the field of CCTV systems with technical qualification and 3-4 years experience - Key staff must be Technically orientated in the field of CCTV systems with technical qualification and 1-2 years experience	30 20 10
Previous experience (Attach signed reference letters on the letterhead of the client that include duration of contract.	30	- The bidder has the necessary experience to successfully execute the project (5+ projects) - The bidder has the necessary experience to successfully execute the project (3-4 projects) - The bidder has the necessary experience to successfully execute the project (1-2 projects)	30 20 10
Project Implementation Plan (attached plan) Detailed project plan must cover the following: - Equipment e.g. Type and number of equipment to be installed - Human resources - Turnaround times - Report Mechanism - Quality Assurance etc.	20	Detailed methodology to be used in the project - Bidder provides a good and technically sound project implementation plan. - Bidder provides a satisfactory and technically sound project implementation plan - Bidder provides a Poor and technically sound project implementation plan	20 15 05
Financial standing / Ability to execute the project Attach Bidder's stamped bank(financial) rating letter	20	Rating - A – B - C - D - E - F-H	20 15 10 5 0

The bidder must obtain a minimum score of 70% of points allocated for quality (functionality) to qualify for further evaluation on price and B-BBEE Level Contribution.

	Project Implementation plan
Poor (score 5)	The implementation plan is poor is unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 15)	The implementation plan is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.
Good (score 20)	The implementation plan is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project.

MBD 4

DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

- 3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside
the Republic, and, if so, what portion and whether any portion
of payment from the municipality / municipal entity is expected to be
transferred out of the Republic?

***YES / NO**

- 4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{X}{Y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

_____ %

_____ %

_____ %

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

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

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

NB 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.

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 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.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

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

(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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: **DATE:** _____

WITNESS No. 1 **DATE:** _____

WITNESS No. 2 **DATE:** _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD
- 6 must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I _____ certify, _____ on _____ behalf
of: _____ 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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information:**

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - e. the contractor will implement the business plans; and

f. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number **Closing date:**.....

Name of bidder.....

Postal address

.....

Signature..... **Name (in print)**.....

Date.....

ANNEXURE “C”

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____(Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/ Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s)

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date

ANNEXURE “D”

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Polokwane Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ **Date** _____ **Month** _____ **20** _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

_____	_____	_____
Signatory		Date
Witnesses		
1. _____	_____	_____
Full Names	Signature	Date
2. _____	_____	_____
Full Names	Signature	Date