



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: H22/002GS

RETURNABLE DOCUMENTS

AND

SPECIFICATIONS

FOR

**SUPPLY, INSTALL AND MAINTENANCE OF AUDIO
VISUAL AND MULTIMEDIA ENDPOINTS FOR DPWI
FOR THE PERIOD OF 36 MONTHS**

CONTENTS OF BID DOCUMENT

Project title:	Supply, install and maintenance of Audio visual and multimedia endpoints for DPWI for the period of 36 months		
Project Leader:	Dinthen Matlala	Bid / no:	H22/002GS

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	3 Pages
PA-04(GS): Notice and invitation to tender	5 Pages
PA-09 (GS): List of returnable document	1 Page
PA-10: General Conditions of contract (GCC)	10 Pages
PA-11: Bidders Disclosure	3 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages
PA-16 : Form for Claiming BBBEE points	6 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
Terms of reference	16 Pages
Annexure 01- Boardroom requirement	8 Pages

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE

BID NUMBER: H22/002GS

CLOSING TIME: SHARP 11:00 CLOSING DATE: 11/10/2022

***BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE
ACCEPTED FOR CONSIDERATION***

BID DOCUMENTS MAY BE POSTED TO

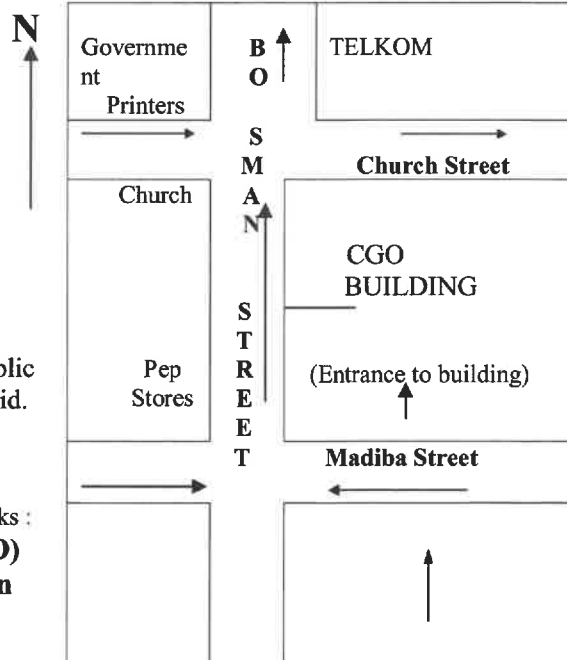
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

**ATTENTION: TENDER SECTION:
Central Government office: Room 121**

Bid documents that are posted must reach the Department of Public Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)**
**c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001**



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be accepted
for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	H22/002GS	CLOSING DATE:	11 October 2022	CLOSING TIME:	11:00AM
DESCRIPTION	Supply, install and maintenance of Audio visual and multimedia endpoints for DPWI for the period of 36 months				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Public works: CGO Building: Bosman and Madiba ST					
Pretoria Central: Reception area					
OR POSTED TO:					
Attention to Procurement Office: Bid Admin: Department of Public Works: CGO Building: Bosman and Madiba ST: Private bag x65:					
Pretoria Central:0001					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR DETAILS: NAME:			
	☐	REGISTRATION NUMBER: BUSINESS ADDRESS: TELEPHONE NUMBER:.....			

PA-32: Invitation to Bid

TELEPHONE NUMBER:.....
E-MAIL ADDRESS:.....

[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 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DPWI	CONTACT PERSON	Dinthenq Matlala
CONTACT PERSON	Sindile Thobela	TELEPHONE NUMBER	012 406 1895
TELEPHONE NUMBER	012 406 1897	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	dinthenq.matlala@dpw.gov.za
E-MAIL ADDRESS	sindile.thobela@dpw.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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 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 BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

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

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF Supply, install and maintenance of Audio visual and multimedia endpoints for DPWI for the period of 36 months

Project title:	Supply, install and maintenance of Audio visual and multimedia endpoints for DPWI for the period of 36 months
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Bid no:	H22/002GS		
Advertising date:	13 September 2022	Closing date:	11 October 2022
Closing time:	11:00am	Validity period:	60 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

1.	☒	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
2.	☒	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
3.	☐	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
4.	☐	Compliance to Local Production and Content requirements as per PA36 and Annexure C
5.	☒	Registration on National Treasury's Central Supplier Database (CSD)
6.	☐	Compliance with Pre-qualification criteria for Preferential Procurement
7.	☒	Use of correction fluid is prohibited
8.	☒	Submission of Annexure 01 (Pricing Schedule)
9.	☐	
10.	☐	
11.	☐	Specify other responsiveness criteria

Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
4	☒	Submission of (PA-29): Certificate of Independent Bid Determination.
5	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
6	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
7	☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
8	☐	
9	☐	Specify other responsiveness criteria
10	☐	Specify other responsiveness criteria
11	☐	Specify other responsiveness criteria
12	☐	Specify other responsiveness criteria

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

☒	A tenderer having stipulated minimum B-BBEE status level of contributor: ☒ Level 1 or ☒ Level 2 or ☐ Level 3
☐	An EME or QSE
☐	A tenderer subcontracting a minimum of 30% to: ☐ An EME or QSE which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are youth ☐ An EME or QSE which is at least 51% owned by black people who are women ☐ An EME or QSE which is at least 51% owned by black people with disabilities ☐ An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships ☐ A co-operative which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are Military veterans ☐ An EME or QSE;

This bid will be evaluated according to the preferential procurement model in the PPPFA:
(Tick applicable preference point scoring system)

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

Note: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	60
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Functionality criteria:	Weighting factor:
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Technical Capability The Bidder must provide a write-up of the solution with components as indicated on the terms of reference and provide OEM letter indicating support on the equipments - Write-up covering the following: Video component; Interfacing, switchers&controls ; Audio components; Players, recorders &streamers;Boardroom booking, monitoring and Central audio recording and OEMletters All 6 plus OEM letter = 5 - Write-up covering the following: Video component; Interfacing, switchers&controls; Audio components; Boardroom booking, monitoring andCentral audio recording and OEM letters All 5 plus OEM letter = 4 - Write-up covering the following: Video component; Audio components;Boardroom booking, monitoring and Central audio recording and OEMletters All 4 plus OEM letter = 3 - Write-up covering the following: Video component; Interfacing, switchers&controls; Audio components and OEM letters All 3 plus OEM letter = 2 - Write-up covering the following: Video component; Audio components;and OEM letters All 2 plus OEM letter = 1 - Less than 2 or No OEM letter = 0	30
Company's Past Projects Bidder must provide proof of minimum (4) Four Audio Visual projects implemented in the past 5yrs, i.e. from 2016 to date - 8 plus Audio Visual Projects = 5 - 7 Audio Visual projects = 4 - 6 Audio Visual projects = 3 - 5 Audio Visual projects = 2 - 4 Audio Visual projects = 1 - Less than 4 Audio Visual projects = 0	25
Bidder must provide proof of Audio Visual projects implemented to the minimum value of R6 million - Project value R10 million plus = 5 - Project value R9 million – R9 999 999.00million = 4 - Project value R8 million – R8 999 999.00million = 3 - Project value R7 million – R7 999 999.00 = 2 - Project value R6 million – R6 999 999.00 = 1 - Project value less R6 million = 0	25
Skill Availability - Bidders must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Audio Visual Specialists with 10 -12 years relevant experience) = 5 - Bidder must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Audio Visual Specialists with 8 - 10 years relevant experience) = 4 - Bidder must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Audio Visual Specialists with 6 - 8 years relevant experience) = 3 - Bidders must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Audio Visual Specialists with 4 - 6 years relevant experience) = 2 - Bidders must provide 2 CVs of Engineers that will implement the solution (CISCO Certified; MCSE; Audio Visual Specialists with 2 - 4 years relevant experience) = 1	20

Total	100 Points
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Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor 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

- The points scored by a tenderer in respect of the level of BBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address Department of Public Works and Infrastructure, CGO Building, coner bosman and Madiba Street, Pretoria CBD Room 121. A non-refundable bid deposit of R 500.00 is payable, (Cash only) is required on collection of the bid documents.
- ☐ A **select** pre bid meeting with representatives of the Department of Public Works will take place at on starting at . Venue . (if applicable)

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Dintheng Matlala	Telephone no:	078 549 4966
Cell no:	012 406 1595	Fax no:	n/a
E-mail:	dintheng.matlala@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

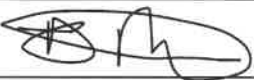
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

BID DOCUMENTS MAY BE POSTED TO: THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65 Pretoria 0001 ATTENTION: PROCUREMENT SECTION: ROOM 121 Tender Box at the Reception Area POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT	OR	DEPOSITED IN THE TENDER BOX AT: Department of Public Works Central Government Offices Corner of Bosman & Madiba streets Room 121
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COMPILED BY:

Dinthen Matlala		PROJECT MANAGER	13-09-2022
Name of Project Leader	Signature	Capacity	Date

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	Supply, install and maintenance of Audio visual and multimedia endpoints for DPWI for the period of 36 months		
Project Leader:	Dinthen Matlala	Bid / Quote no:	H22/002GS

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
Cover page	01 Pages	☐
Map	01 Pages	☐
Bid form of offer (PA 32)	03 Pages	☐
PA 04 (GS):Notice and invitation to tender	05 Pages	☐
PA 09 (GS):List of returnable documents	01 Pages	☐
PA-10(GS):General Conditions of contract	10 Pages	☐
PA-11(GS) Bidder's Disclosure	03 Pages	☐
PA-15.1: Resolution of board of Directors	02 Pages	☐
PA-15.2:Resolution of board of Directors to enter into consortia or joint venture	02 Pages	☐
PA-15.3:Special resolution of consortia or joint ventures	03 Pages	☐
PA-16:Preference Points Claim form	06 Pages	☐
PA-40: Declaration of designated groups for preferential procurement	02 Pages	☐
Terms of reference	16 Pages	☐
Annexure 01- Boardroom requirement	08 Pages	☐

Name of Bidder	Signature	Date

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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22. Penalties
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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

18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

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 in SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

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

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 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 consortium² will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 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.
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² 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.

- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
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14			

15			
16			
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20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

- B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

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. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 PRICE

80

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

20

Total points for Price and B-BBEE must not exceed 100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 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.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”.

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“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;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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 comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6(2) and /or 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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number
:

9.4 TYPE OF COMPANY/ FIRM
 Partnership/Joint Venture / Consortium
 One person business/sole propriety
 Close corporation
 Company
 (Pty) Limited

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:..... **ADDRESS:**.....

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer ☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc. identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Terms of Reference

**Supply, Install and Maintenance of Audio Visual
and Multimedia Endpoints for DPWI for a period of
36 months**

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1 Scope of work for Phase 1

Department of Public Works and Infrastructure (DPWI) comprises of Head Office in Pretoria and 11 Regional Offices distributed across the 9 Provinces of South Africa. The Department requires an Audio Visual solution for its Head Office and the Regional Offices to be implemented in the existing boardrooms. A total of 18 boardrooms for Head and Regional Offices. Please refer to attached [ANNEXURE 01](#) named: **(Boardroom Requirements for DPWI – Pricing Schedule)**. As implementation will be to Head Office and 11 Regional Office Bidders that don't have presence in all the Province/s, must take into account that travelling to the respective Provinces will be on Bidders account not DPWI

2 Specifications

The below mentioned equipments talks to ANNEXURE 01 – BOARDROOM REQUIREMENTS FOR DPWI.

2.1 Video Components

2.1.1. Commercial Grade Displays

DPWI requires 65", 75" and 84" Commercial Grade (16 Hours duty cycle) Direct-lit LED displays that delivers very sharp, high-resolution images (1920x1080), at a minimum brightness of 350cd/m². This unit should have a minimum of 1 HDMI and 1 DVI-D input, as well as a RS-232C Control port for external control from the provided controller. The product needs to support a 3 year warranty to secure our investment.

2.1.2. Video Conference

The solution must supports hybrid registration. It must have wireless technology embedded. Content must be able to be shared with USB and/or HDMI. Be able to do white boarding and annotations. The camera must have visual clarity with 12x zoom and be able to delivers excellent 1080p60 image quality. Must also be able to frame the User/participants with facial recognition - automatic intimate framing of meeting participants.

2.1.2. Video Wall Panels

DPWI requires highly reliable video walls to be installed, these displays should be designed for a 24/7 operation, which should include thermal protection, internal temperature sensors with self-diagnostics and fan-based technology. The units must be direct LED backlighting (500cd/m²) for improved uniformity, full high-definition resolution (1920 x 1080 @ 60Hz) and a 3.5mm distance bezel width (Content to Content). When these panels are in their 2 x 2 configuration, they should be expandable through a daisy chain options with DP1.2 which will enables a 4K resolution. These panels should have LAN IN/Out Control capabilities, as well as RS-232. Near field communication capabilities for setup and service is also required.

2.1.3. Large Venue Projector

DPWI requires a projector that combines a laser light source and 3LCD technology with a minimum light output of 6000 Lumens of colour and white brightness. The projector

should have a native resolution of WUXGA (1920 x 1200), and it should Supports full HD 1080p resolution and 4K input. The projector must have a single HDMI, DVI-D, and HD-BaseT, as well as a RS-232, and Ethernet control port. The projector should support interchangeable lens options that will provide varying ranges for optimal placement and flexibility. The product must have a limited warranty of three years or 20,000 hours, whichever comes first to secure our investment.

2.1.4. Medium Venue Projector

DPWI requires a projector with a minimum light output of 4800 Lumens with a native resolution of WUXGA (1920 x 1200), and it should support Full HD 1080p. Should be able to display content from MHL®-enabled devices. Or, wirelessly share content via Miracast® or WiDi from smartphones, tablets and PCs. This projector system should be 3LCD, 3-chip technology. In eco mode, this projector must have a minimum lamp life of 4000 hours and 3000 hours in normal mode. The projector must have a Kensington® Security Lock Port, two HDMI ports as well as a RS-232 control port. The Fan Noise should be less than 39 dB.

2.1.5. Medium Motorised Projection Screen

The proposed Wall Mount 106" Motorised Tab Tensioned screen should have a 16:10 aspect ratio with a size of 229x143cm. The screen gain must be a minimum of 1.1 and should be white screen material. The screen should come with an IR -Remote Control (for a backup seeing that the screen will be control by the control system), Built-in 5-12volt Trigger and a Low Voltage Internal IR/RF Receiver. Alternatively, a 3rd party relay box can be used to control the Screen.

2.1.6. Large Motorised Projection Screen

The proposed Wall Mount 150" Motorised Tab Tensioned screen should have a 16:10 aspect ratio with a size of 323 x 202cm. The screen gain must be a minimum of 1.1 and should be white screen material. The screen should come with an IR -Remote Control (for a backup seeing that the screen will be control by the control system), Built-in 5-12volt Trigger and a Low Voltage Internal IR/RF Receiver. Alternatively, a 3rd party relay box can be used to control the Screen.

2.1.7. Interactive Flat Panel

The Interactive flat panel must allow users to walk up, pick up a pen and begin writing without further interaction with the display. At a minimum, interactive flat panel models must be available with a 55-inch screen size (diagonal), a 65-inch screen size (diagonal) and a 75-inch screen size (diagonal). All sizes must be available in ultra-high definition (4K) resolution with an anti-glare coating, and must include at least two 10-watt integrated speakers. It must also include at least two (2) pens that ink in different colour when used simultaneously. The Panel must detect when a pen has been removed or replaced to the tray, which needs to be a magnetic. The Interactive flat panel must be able to operate with or without the pens. These Interactive flat panels must have presence detection sensor that detects people in the room and turns the interactive flat panel on and displays a welcome screen, and the Display must return to standby mode when the room is empty. The product needs to support a 3 year parts and labour warranty to secure our investment.

2.1.8. Interactive Display Software

Interactive display must include integrated interactive display software which must integrate with Microsoft Exchange and Office 365. The software must support annotations into PowerPoint, Excel, Adobe PDF, Autodesk, Navisworks and Tekla BIMsight programs allowing user to save work in native file format. The software must be compatible to allow remote collaboration with mobile devices such as laptops, tablets and phones. The software must be able to allowing remote participants to contribute directly to the white boarding session. Ability to save work incrementally and share content with up to 250 remote participants. Ability to save and organize white boarding sessions on participant's mobile device and the ability to send white boarding session notes as PDFs or JPEGs. Interactive display must include presentation software and priced on a room based PC Licence for 3 years to secure our investment.

2.1.9. Wireless presentation

DPWI require a Dual-Band Wireless Access Point (2.4GHz and 5GHz) to broadcast an additional wireless SSID signal on either bandwidth, with full enterprise level encryption. On-board Video Streamer that can stream video files to the unit with full 1080p resolution and no latency. Must be able to projects one device to up-to 4 different displays.

On-Screen Annotation during a presentation, write, draw and annotate on-screen using the built-in annotation overlay. Should be able to plays any document, image, audio and video file directly from the USB.

2.2 Interfacing, Switchers and Control

As a standard, DPWI require 2 different types of popups in our rooms, one should have a touchscreen interface for switching and control of AV equipment built into the lid, and others should just have a plain lid. These that don't have the touch panel built in should have the same design as those configured with the touch panel for aesthetic purposes and to drive adoption. The Popup must be customizable with various connectivity options to be selected and change as needed and once populated the way we want it to be, it should still have additional slots available to accommodate future growth, and these need to be blanked out. The Popup should have a top surface black anodized in colour.

As a standard, All Signals being distributed from the Source (Laptop) Input point, whether it be in a table popup, or as a wall plate input needs to be distributed via a HDCP-compliant twisted pair transmitters for digital transmission of video, audio, and control signals to a minimum of 230 feet (70 meters) over a single shielded twisted pair cable. All the transmitters and receiver must support being locally or remotely powered by the transmitter to eliminate the need for additional power supplies.

Seeing that we are catering for a wide variety of inputs on the table, we would need the connected device to always be scaled to the Native resolution of the display.

2.2.1. Modular Table Popup

These popups must be configured with a fall through Plate to accommodate HDMI, VGA with Audio and a Mini Display port cables. It should also include a modular plate which

consist of 2 female USB A to 2 female USB B on a 10" pigtail cable. Of these two USB inputs, one will be used for future interactivity with the touch display's on the walls from a person's laptop, and the other as a direct input into the local PC in order to allow for presenting from a flash drive. The popup must also include a single 3 Pin RSA power outlets located within the popup.

2.2.2. Modular Touch Control Table Popup

The popups with the built in 7" flip-up touch panel should support Power over Ethernet, 802.3af, which should be the connected power source for each touchpanel. The touch panel should provide a light sensor located on the top bezel of the touchpanel that automatically adjusts the LCD screen's backlight based on available ambient light. Device shall have the ability to be controlled by an Apple iPad as a secondary point of control if needed in the future. Energy-saving features must include the ability to adjust the sleep timer that puts the touch panel into sleep mode, and a motion detector should wake up the touch panel. The Popup must provide an integrated lid switch which can be configured to automatically wake the touchpanel when open and can trigger any other system functions.

2.2.3. IP Enabled Control Processor

Provide an Ethernet-enabled control processor for the purpose of remotely controlling, monitoring and troubleshooting connected AV equipment and AV systems. The controller should have a minimum of two bidirectional RS-232 serial ports with software handshaking, one bidirectional RS-232/RS-422/RS-485 serial port with hardware and software handshaking, and two IR/Serial ports for one-way control of external devices if needed. The Controller must provide a minimum of four digital I/O's on captive screw connectors that can be configured that can be used to interface with devices such as sensors, switches, LEDs and relays. It must supports popular BMS – Building Management System protocols, such as BACnet, KNX, and DALI. The controller should ideally have an integrated three port network switch to allow for easy connection of touch panels or other network controlled devices that should support 10/100/1000Base-T.

2.2.4. Touch panel Controller

A 5" wall mount 800x480 resolution and 16 million colour touch panel with a capacitive glass touchscreen needs to be supplied. The touchpanel will be mounted in a landscape orientation but must have the capability to be mounted in a portrait orientation. The touch panel must support PoE, which will allow the touch panel to receive power and communication over a single Ethernet cable. It should also have a Light sensor which will adjusts screen brightness as the ambient room lighting changes. Energy-saving features must include the ability to adjust the sleep timer that puts the touch panel into sleep mode, and a motion detector should wake up the touch panel.

2.2.5. Keypad

The Proposed Keypad should be an easy-to-use Ethernet controller designed for handling common AV functions such as power, input switching, volume control, and Ethernet control of AV devices. It should also have a minimum of 2 x bidirectional RS-232 ports, 1 x

IR port for connecting up to two emitters, 1 x digital input and two relays for controlling room functions. The Keypad should have a minimum of six customizable and configurable buttons, together with a volume control knob. The Keypad must support PoE, which will allow it to receive power and communication over a single Ethernet cable. It should also be able to be mounted into a standard two-gang junction box.

2.2.6. Small Boardroom Scaler / Switcher

DPWI require an HDCP compliant scaling presentation switcher that will be installed beneath the conference tables to provide localized switching support for sources such as presenter devices through the popup on the table. This unit needs to have a minimum of three HDMI inputs and a universal analog video input together with a single Twisted Pair Output that allows signal extension to up to 230' (70 m) using shielded twisted pair cable to reach a wall or ceiling-mounted display or projector. The Unit needs to be HDBaseT-compatible. The Unit also needs an RS-232 port to enable the use of serial commands for integration into a control system. The Unit needs to have auto switching capabilities, to allow for simple, unmanaged installation. When multiple inputs are active, the switching priority should be configurable. The Unit should be a small form factor switch seeing that it will be installed underneath the table, preferably in a compact 1U, half rack width enclosure.

2.2.7. Medium Boardroom Scaler / Switcher

DPWI require an HDCP compliant scaling presentation switcher that will be installed beneath the conference tables / podium or in a rack, to provide localized switching support for sources such as presenter devices through the popup on the table or podium. This unit needs to have a minimum of four HDMI inputs, two universal analog video inputs and two twisted pair inputs. It should also include a single Twisted Pair Output that allows signal extension to up to 230' (70 m) using shielded twisted pair cable to reach a wall or ceiling-mounted display or projector, as well as two HDMI outputs for future integration. The integrated amplifier should be a convection cooled mono power amplifier delivering 100 watts rms output power at 70 volts. The Amplifier must meet the ENERGY STAR Audio/Video specification and must be a Class D rated amplifier. A separate amplifier can also be proposed if the proposed switcher does not come with a built in amplifier, but still consider this as 1 unit. The Unit also needs an RS-232 port to enable the use of serial commands for integration into a control system. The Unit needs to have Auto-switching capabilities, to allow for simple, unmanaged installation. When multiple inputs are active, the switching priority should be configurable.

2.2.8. Twisted Pair Receiver for HDMI

Provide an HDMI twisted pair receiver that shall support the distribution of video, audio, and control over a shielded CATx cable. The HDMI Video Output needs to support data rates up to 10.2 Gbps, deep colour up to 12-bit, 3D, HD lossless audio formats, and CEC pass-through. It also needs to provide signal transmission distance capability of 230 feet (70 m) at 1920x1200, including 1080p @ 60 Hz and 2K using a shielded CATx cable as well as the capability of transmitting 4K @ 30 Hz, UHD, and 2560x1600 up to 130 feet (40 m). The receiver needs to provide 1 bidirectional RS-232 pass-through and 1 bidirectional IR

pass-through communication connections for AV device control. The Receiver needs to support interconnection between DTP®-enabled products over a single RJ-45 twisted pair connection. The unit must be HDCP 2.2 compliant with backward compatibility with earlier HDCP versions. The product needs to support a 3 year parts and labour warranty to secure our investment.

2.2.9. Twisted Pair USB Extender Set

The proposed USB Extenders should extend signals from USB peripheral devices to a host computer up to 330 feet (100 meters) point-to-point over one CATx cable or up to 1,980 feet (600 meters) in a network of Gigabit Ethernet switches. It must be compatible with USB 3.0, 2.0, 1.1, and 1.0 devices with transfer data rates up to 480 Mbps. The transmitter includes USB peripheral emulation to enable trouble-free booting of a host computer that is not connected to a keyboard or mouse. For simplified device integration and to allow for future expansion, the receiver should have a minimum of a four-port active hub that supplies 5 Volts, 500 mA on each port. Available in various form factors, the USB Extender should support USB peripherals such as interactive whiteboards, keyboards, mice, mass storage devices, and webcams, along with other USB devices in pro AV environments such as the proposed Microphone Array.

2.3 Audio Components

2.3.1. General Surface Mount Speakers

The surface mount speaker that needs to be supplied is a two-way speaker with a concealed wall mounting system. It should also provide a wide frequency range from 70 Hz to 18 kHz, and a power rating of a minimum 60 watts continuous pink noise, 120 watts continuous program capacity. These speakers should also have a minimum Nominal sensitivity of 90 dB SPL, 1 W, 1 m, full space. These speakers should come with a 5 years parts and labour warranty.

2.3.2. Hall Surface Mount Speakers

The surface mount speaker that needs to be supplied is a two-way speaker with a concealed wall mounting system. It should also provide a wide frequency range from 59 Hz to 22 kHz, and a power rating of a minimum 90 watts continuous pink noise, 180 watts continuous program capacity. These speakers should also have a minimum Nominal sensitivity of 87 dB SPL, 1 W, 1 m, full space. These speakers should come with a 5 years parts and labour warranty.

2.3.3. Small Ceiling Mount Speakers

A full range ceiling speaker needs to be provided, featuring a 4" low profile metal back can for use in plenum ceilings. It should also provide a wide frequency range from 75 Hz to 17 kHz, and a power rating of a minimum 16 watts continuous pink noise, 32 watts continuous program capacity with a wide conical dispersion of 170°. These speakers should also have a minimum Nominal sensitivity of 83 dB SPL, 1 W, and 1 m, 8 ohms direct, half space. These speakers should come with a 5 years parts and labour warranty.

2.3.4. Medium Ceiling Mount Speakers

A full range ceiling speaker needs to be provided, featuring an 8" low profile metal back can for use in plenum ceilings. It should also provide a wide frequency range from 75 Hz to 20 kHz, and a power rating of a minimum 75 watts continuous pink noise, 150 watts continuous program capacity with a 110° conical coverage. These speakers should also have a minimum Nominal sensitivity of 89 dB SPL, 1 W, 1 m, 16 ohms direct, half space. These speakers should come with a 5 years parts and labour warranty.

2.3.5. Small Mono Powered Amplifier

The Proposed amplifier should be a convection cooled mono power amplifier delivering 40 watts RMS output power at 100 volts. The Proposed Amplifier must meet the ENERGY STAR Audio/Video specification, and all draw less than 1 watt while in standby mode, offer a sleep mode, auto power-down functionality and must be a Class D rated amplifier. This amplifier must have a plenum rated design for in-ceiling installations.

2.3.6. Medium Stereo Powered Amplifier

The proposed amplifier should be a convection cooled power amplifier delivering two channels of 60 watts per channel at 8ohm. The proposed amplifier must meet the ENERGY STAR Audio/Video specification, and all draw less than 1 watt while in standby mode, offer a sleep mode, auto power-down functionality and must be a Class D rated amplifier. This amplifier must have a plenum rated design for in-ceiling installations.

2.3.7. Large Mono Powered Amplifier

The proposed amplifier should be a convection cooled power amplifier delivering 200 watts on a 100-volt line. The proposed amplifier must meet the ENERGY STAR Audio/Video specification, and all draw less than 1 watt while in standby mode, offer a sleep mode, auto power-down functionality and must be a Class D rated amplifier. This amplifier must have a plenum rated design for in-ceiling installations.

2.3.8. Microphone Array for room based audio recording

The primary audio output should be USB, and it should also be powered by its USB connection, eliminating the need to be connected to wall power. A crucial audio requirement for future conferencing integration is the elimination of acoustic echo, which should be built in to the proposed microphone. The same microphone should be use for audio recording, which needs to be recorded to a central location within each building over Dante Network.

2.3.9. Gooseneck Microphone

DPWI require a 500mm Cardioid gooseneck microphones with a 3-pinXLR male connector of the. The improved cardioid polar pattern of the microphones ensures maximum volume due to a high gain before feedback with excellent intelligibility of speech. The microphone needs to be RFI-proof due to and should be power with 8 - 52 volts Phantom power.

2.3.10. Handheld Microphone set

Please provide DPWI with a handheld microphone set which needs to consist of a True diversity receiver (16 pre-programmed UHF frequencies), a handheld transmitter with an

interchangeable microphone head with a dynamic hyper-cardioid capsule, a rack mount kit and batteries. This is needed for Q&A sessions as well as to cater for additional presenters.

2.3.11. Lavalier Microphone Set

DPWI requires a lavalier microphones set which needs to consist of a true diversity receiver (16 pre-programmed UHF frequencies), a pocket transmitter, an omnidirectional lavalier condenser microphone, a rack mount kit and batteries. This is needed for voice pickup to do voice lift.

2.3.12. Audio Digital Matrix Processor

The proposed audio digital matrix processor needs should have six inputs, all with mic level capability and 48 volt phantom power that can be routed and mixed to four line level outputs. The unit needs to have two RS-232 serial ports plus the Ethernet port which will enable the device to be proactively monitored and managed over a LAN, WAN, or the Internet, using standard TCP/IP protocols.

2.3.13. Dante In-Wall I/O Interface

The Dante interface unit shall provide two XLR balanced mic/ line analog inputs and two XLR balanced line level outputs on the front panel. The inputs shall have selectable gain options of 0dB, +25dB, and +40dB. The inputs shall have +48V phantom power. Input gain and phantom power shall be selectable via software. The internal analog to digital conversions shall be performed at 24 bit resolution with a 48kHz sampling rate. The Dante interface shall receive power over the Ethernet cable from an 802.3af PoE compliant network switch. The Dante interface shall be in-wall mounted in a standard US dual gang junction box. All inputs and outputs should be able to be used simultaneously and all audio channels should be available separately.

2.4 Players, Recorders and Streamers

2.4.1. Small form factor PC for Digital Signage

The provided unit needs to be an ultra-thin metal mini PC, with an Intel Core i5 4th generation CPU. The PC should have a Haswell processor and Intel® HD5000 graphics card or similar. The provided PC should supports 4K ultra HD digital display, which will be ideal for our 2x2 video wall deployment. These PC's need to come with the needed operating systems and software to ensure that the digital signage players are in a working condition. The player also needs to be able to capture and display Live TV through the media player software. Network for digital signage needs to be installed.

2.4.2. Small form factor PC for boardrooms

The same PC's can be supplied for the in Room PC's. These needs to be bundled with a wireless Keyboard and mouse. These PC's need to be provided without any operating systems and on board software as the department will load their own corporate licenses onto these PC's. Having said that, the service provider needs to load the interactive software after the PC has been configured, as well as the software needed to play recorded audio in the boardrooms. Network point to be provided by the department.

2.4.3. Digital Signage Platforms

The digital signage solution needs to be capable of public, private as well as hybrid cloud deployments. Our requirement is that of a hybrid cloud solution where the platform needs to be capable to accommodate multiple organisations and groups all to be managed from a single interface. The hosted platform needs to offer our business full data redundancy and disaster recovery, which includes the access, compute, storage, switching and network layers. The hosted storage environment should also include a second and full layer of duplication, which is housed in a vendor neutral data centre more than 20km from existing primary data centres. The storage network must have a full active-active design, meaning that data centres are active at the same time and have full fail over between each other. Communication between the primary hosted platform and the on-site platform will be provided by Public Works. The server specifications need to comply with the digital signage software requirement both in the hosted as well as the onsite environment. The solution needs to be scalable as our need grow for additional displays, but for a start it should be capable of serving 50 displays at a minimum.

DPWI would also need software per onsite server that would facilitate designing our content, and scheduling our content.

2.4.4. Digital Signage Player

The player software needs to be able to play the following content; please tick **comply** or **non-comply**. Please fill table 1 as **Annexure 02**

Table 1 – Annexure 02 (Digital Signage Player)

Type	Comply	Non-Comply
Text		
Pictures		
Line		
Shape		
Formatted Text		
Video / Sound		
Interactive Button		
Web Pages		
Scrolling Text		
Flash		
Table		
Power Point		
Rich Text		
Presentation in Page		
Chart		
PDF		
RS-232		
External Applications / Database connection		
Live Television		

NOTE: Streaming Viewers (Viewers that stop displaying if the network connection is down) are disqualified. The Viewer shall continue to run when network connection is lost based on the last available schedule and content.

The digital signage solution provided shall support a viewer type that can be installed on existing client desktops and laptops in order to support high-priority messages actively presenting themselves to the user. For example - on existing check-in desktops this application allows informing the staff on any urgent messages or upcoming events so they can guide and inform the passengers better. The product shall support LG WebOS, Samsung SSSP2 and NEC Android OPS modules

2.5 Boardroom Booking, Monitoring and Central Audio Recording

DPWI would like to deploy an entire IP-enabled room control systems throughout all the rooms indicated in this tender. The reasoning behind this is to have the power to proactively service, support, and justify new build-out projects or product expenditures based on real usage statistics.

DPWI would then require a powerful AV system management software solution to tie into these IP enabled controllers, which will give our AV and IT support teams the agility and flexibility to access usage data, create reports, and control the system from any computer on the LAN or WAN. In an example application, a schedule could be configured to turn off all of the displays in an entire building at 22:00. Or, a specific monitor could be configured to send an e-mail or text message alert when any projector exceeds 2,000 lamp hours.

Seeing that most of the rooms have been designed not to have racks in the rooms we have decided to specify a central audio control system, which will be hosted in the server room. All rooms that require audio recording needs to transmit its mic and line level audio in the room over Dante to the central server. From the controller in the room we need to be able to start and stop a recording, and potentially automate the solution to start recording automatically. We also require any recorded audio to be played back in any room through the audio system in the room, be it the built in speakers of the display or the wall or ceiling mounted speakers. We would also like the functionality to be able to broadcast an emergency audio message to any Dante enabled room if needed.

In order to have all of these functionalities and to create a standard user interface which should drive adoption, as well making it easier to maintain all these products under an SLA, we have identified the following requirements which each product in the chain should adhere to.

2.5.1. AV Resource Management Software

The software should include a SQL-based data repository system for logging device and room data. Data should be gathered and time-stamped for use in preparing management reports. The software should feature a comprehensive collection of reports covering network connections, device usage, and AV equipment inventory. These Reports can be used to maintain inventory lists, track and analyze device and room usage, and proactively plan maintenance activities to reduce system downtime.

Controlling access to the software for multiple users should be made simple through Active Directory integration and the creation of customized user roles. The software supports authentication using Windows credentials and allows the administrator to specify roles which determine the features each user may access. For example, a role called "Administrator" may offer a high level of functionality, but limit access to a specific city or building. A "Reporter" role could limit functionality to report creation and allow access to only a specific department, building or floor.

The Supplier needs to provide a product commissioning service in order to ensure a trouble-free system installation. Prior to installation, the engineers will need to evaluate the server and network where the software will be installed. Commissioning services will include software installation review, project file upload assistance, and final system testing.

To streamline the management of individual rooms, Global-Viewer Enterprise combines multiple tools such as room control, device control/status, webcam, and calendar into one, easily-accessible view. In addition, interactive representations of the keypads and touch panels should allow intuitive control and visual confirmation of the system status.

The software should support Third-Party scheduling integration. More specifically it should supports seamless integration with Microsoft Outlook® via Microsoft Exchange®, allowing instant access to room availability and the power to schedule meetings, enhance room usage reports, and even override scheduled display shut-offs automatically. Which brings us to our next requirement.

2.5.2. Room Scheduling Touch Panel

DPWI require a touch panel with a minimum size of 5" to be placed outside of our boardrooms. These panels needs to display a room's meeting information and availability, as well as the ability to make on-demand reservations from the touch panel, computer, or any smartphone or tablet that connects to Microsoft Exchange The touch panel also need to display the room availability and a timeline view of the room's status for the rest of the day. These touch panels should provide easy integration with Microsoft Exchange 2007, 2010, and 2013 for convenient scheduling right from Outlook. In addition to a customizable touch panel interface, the touch panel should also have bright LEDs within the bezel in order to provide at-a-glance room availability status from down the hall. These panels should have the ability to be mounted on various surfaces or ways, such as on-wall, in-wall, as well as secure mounting to almost any flat surface, including glass or granite. These touch panels should have PoE, allowing the room scheduling touch panel to receive power and communication over a single Ethernet cable, eliminating the need for a local power supply.

3 Training

The bidder will be expected to provide a training plan to train the 4 x Head Office Audio Visual Technicians on first line support of the installed equipments.

4 Service Level

The bidder is expected to adhere to the following:

- Attend to equipment failure within 4 hour at DPWI offices – acknowledging the call with first line support.
- The solution will need 3 year 24/7 enterprise support with an 8 hour repair time on any proposed hardware and software.
- Ensure 99.9% uptime for the equipment
- Implement project at Head Office and all Regional offices within 60 days after receiving a purchase order

5 Bid Price

Pricing Schedule – Annexure 01 must be completed in full and price submitted on a PA 32 form.

6 Evaluation Criteria

The bidders have to comply with the responsiveness and functionality criteria stated in Form PA04: Notice and Invitation to tender. Failure to comply with the responsive and functionality listed in the said document may render the bid non responsive.

No	Functionality Criteria	Weighting Factor
1.	Technical Capability The Bidder must provide a write-up of the solution with components as indicated on the terms of reference and provide OEM letter indicating support on the equipments - Write-up covering the following: Video component; Interfacing, switchers &controls ; Audio components; Players, recorders &streamers; Boardroom booking, monitoring and Central audio recording and OEM letters All 6 plus OEM letter = 5 - Write-up covering the following: Video component; Interfacing, switchers &controls; Audio components; Boardroom booking, monitoring and Central audio recording and OEM letters All 5 plus OEM letter = 4 - Write-up covering the following: Video component; Audio components; Boardroom booking, monitoring and Central audio recording and OEM letters All 4 plus OEM letter = 3 - Write-up covering the following: Video component; Interfacing, switchers &controls; Audio components and OEM letters All 3 plus OEM letter = 2 - Write-up covering the following: Video component; Audio components; and OEM letters All 2 plus OEM letter = 1	30

	- Less than 2 or No OEM letter = 0	
2.	Company's Past Projects Bidder must provide proof of minimum (4) Four Audio Visual projects implemented in the past 5yrs, i.e. from 2016 to date - 8 plus Audio Visual Projects = 5 - 7 Audio Visual projects = 4 - 6 Audio Visual projects = 3 - 5 Audio Visual projects = 2 - 4 Audio Visual projects = 1 - Less than 4 Audio Visual projects = 0	25
3.	Financial Capability Bidder must provide proof of Audio Visual projects implemented to the minimum value of R6 million - Project value R10 million plus = 5 - Project value R9 million – R9 999 999.00 million = 4 - Project value R8 million – R8 999 999.00 million = 3 - Project value R7 million – R7 999 999.00 = 2 - Project value R6 million – R6 999 999.00 = 1 - Project value less R6 million = 0	25
4.	Skill Availability - Bidders must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Audio Visual Specialists with 10 -12 years relevant experience) ----- = 5 - Bidder must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Audio Visual Specialists with 8 - 10 years relevant experience) ----- = 4 - Bidder must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Audio Visual Specialists with 6 - 8 years relevant experience) ----- = 3 - Bidders must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Audio Visual Specialists with 4 - 6 years relevant experience) ----- = 2 - Bidders must provide 2 CVs of Engineers that will implement the solution (CISCO Certified; MCSE; Audio Visual Specialists with 2 - 4 years relevant experience)----- = 1	20
	Minimum functionality score for further evaluation is 60 points	

7 Enquiries

Enquiries contact the following:

SCM : Sindile Thobela

Email : Sindile.Thobela@dpw.gov.za :

Tell 012 406 1813

Technical : Dintheng Matlala

Email : Dintheng.Matlala@dpw.gov.za :

Tell 012 406 1595

..End of document.



**public works
& infrastructure**

**Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA**

Annexure: 01 – Boardroom Requirements for DPWI

1. Video Conference Implementation

1.1. Video Conference Requirements for Head Offices

HEAD/ REGIONAL OFFICE	BOARDROOM NAME OR NUMBER	VIDEO CONFERENCE UNIT	INSTALLATION, CONFIGURATION, PROGRAMMING AND INTERGRATION	UNIT PRICE	UNIT PRICE with 3yr SUPPORT PLUS INSTALLATION
CGO - Pretoria	CGO Boardroom x 4	65" Monitor with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	Configuration, programming and integration into the existing Cisco environment.		
	CGO Boardroom x 3	DUAL 65" Monitors with 12x Zoom Camera. Annotation, white	Configuration, programming and		

HEAD/ REGIONAL OFFICE	BOARDROOM NAME OR NUMBER	VIDEO CONFERENCE UNIT	INSTALLATION, CONFIGURATION, PROGRAMMING AND INTERGRATION	UNIT PRICE	UNIT PRICE with 3yr SUPPORT PLUS INSTALLATION
		boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	integration into the existing Cisco environment		
CGO - Pretoria	CGO Boardroom 02 – 8 th Floor	Projector that combines a laser light source and 3LCD technology with a minimum light output of 6000 Lumens of colour and white brightness. The projector should have a native resolution of WUXGA (1920 x 1200), and it should Supports full HD 1080p resolution and 4K input OR Dual 84" Monitor with 12 plus x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants.	Configuration, programming and integration into the existing Cisco environment		

HEAD/ REGIONAL OFFICE	BOARDROOM NAME OR NUMBER	VIDEO CONFERENCE UNIT	INSTALLATION, CONFIGURATION, PROGRAMMING AND INTERGRATION	UNIT PRICE	UNIT PRICE with 3yr SUPPORT PLUS INSTALLATION
		3 year support 24/7 help desk support and next business day part replacement.			
NIPILAR - Pretoria	Main Boardroom - 2 nd Floor	DUAL 65" Monitors with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	Configuration, programming and integration into the existing Cisco environment		
CENTRE WALK - Pretoria	Main Boardroom	DUAL 65" Monitors with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	Configuration, programming and integration into the existing Cisco environment		
AVN - Pretoria	Main Boardroom – 4 th Floor	DUAL 65" Monitors with 12x Zoom Camera. Annotation, white	Configuration, programming and		

HEAD/ REGIONAL OFFICE	BOARDROOM NAME OR NUMBER	VIDEO CONFERENCE UNIT	INSTALLATION, CONFIGURATION, AND PROGRAMMING AND INTERGRATION	UNIT PRICE	UNIT PRICE with 3yr SUPPORT PLUS INSTALLATION
		boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	integration into the existing Cisco environment		
Mineralia – Johannesburg	RM's Boardroom	DUAL 65" Monitors with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	Configuration, programming and integration into the existing Cisco environment		
Eben Donges – Port Elizabeth	Main Boardroom - 459	DUAL 65" Monitors with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants.	Configuration, programming and integration into the existing Cisco environment		

HEAD/ REGIONAL OFFICE	BOARDROOM NAME OR NUMBER	VIDEO CONFERENCE UNIT	INSTALLATION, CONFIGURATION, PROGRAMMING AND INTERGRATION	UNIT PRICE	UNIT PRICE with 3yr SUPPORT PLUS INSTALLATION
		3 year support 24/7 help desk support and next business day part replacement.			
Customs House – Cape Town	Big Boardroom - 1136	DUAL 65" Monitors with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	Configuration, programming and integration into the existing Cisco environment		
Public Works Building – Bloemfontein	Boardroom 318	DUAL 65" Monitors with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	Configuration, programming and integration into the existing Cisco environment		

HEAD/ REGIONAL OFFICE	BOARDROOM NAME OR NUMBER	VIDEO CONFERENCE UNIT	INSTALLATION, CONFIGURATION, PROGRAMMING AND INTERGRATION	UNIT PRICE	UNIT PRICE with 3yr SUPPORT PLUS INSTALLATION
Lords Ground – Durban	Main Boardroom Ground Floor	DUAL 65" Monitors with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	Configuration, programming and integration into the existing Cisco environment		
Old Magistrate Court – Kimberley	Boardroom G02	DUAL 65" Monitors with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	Configuration, programming and integration into the existing Cisco environment		
Maisantwa Building – Mmabatho	Dada Boardroom 206	65" Monitor with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic	Configuration, programming and integration into the existing Cisco environment		

HEAD/ REGIONAL OFFICE	BOARDROOM NAME OR NUMBER	VIDEO CONFERENCE UNIT	INSTALLATION, CONFIGURATION, AND PROGRAMMING AND INTERGRATION	UNIT PRICE	UNIT PRICE with 3yr SUPPORT PLUS INSTALLATION
		intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.			
Nedbank Building – Nelspruit	Boardroom 916	65" Monitor with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	Configuration, programming and integration into the existing Cisco environment		
Sanlam Building - Polokwane	2 nd Floor Boardroom	65" Monitor with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants.	Configuration, programming and integration into the existing Cisco environment		

HEAD/ REGIONAL OFFICE	BOARDROOM NAME OR NUMBER	VIDEO CONFERENCE UNIT	INSTALLATION, CONFIGURATION, AND PROGRAMMING AND INTERGRATION	UNIT PRICE	UNIT PRICE with 3yr SUPPORT PLUS INSTALLATION
		3 year support 24/7 help desk support and next business day part replacement.			
PRD II Building – Mthatha	RM's Boardroom	65" Monitor with 12x Zoom Camera. Annotation, white boarding, noise cancellation, content sharing through (USB, HDMI etc.) and automatic intimate framing of meeting participants. 3 year support 24/7 help desk support and next business day part replacement.	Configuration, programming and integration into the existing Cisco environment		
Management Software					
Embedded Licenses					
TOTAL					
VAT					
TOTAL including VAT.					

Table 1 - Annexure: 02(Digital Signage Player)

Type	Comply	Non-Comply
Text		
Pictures		
Line		
Shape		
Formatted Text		
Video / Sound		
Interactive Button		
Web Pages		
Scrolling Text		
Flash		
Table		
Power Point		
Rich Text		
Presentation in Page		
Chart		
PDF		
RS-232		
External Applications / Database connection		
Live Television		