

**MERAFONG CITY LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT  
AND OPERATION OF CONTROL ROOM CCTV AND ALARM SYSTEM FOR  
THE MERAFONG CITY LOCAL MUNICIPALITY FOR A PERIOD OF THREE  
YEARS.**

**BID NUMBER: PS(S&T) 09/11/2425**

|                                |                                            |
|--------------------------------|--------------------------------------------|
| Name of Company                |                                            |
| Name of Representative         |                                            |
| Physical Address               |                                            |
| Postal Address                 |                                            |
| Contact Number:                | Tel . _____<br>Fax . _____<br>Cell . _____ |
| BBBEE Contributor Status Level |                                            |
| CSD Registration Number        |                                            |
| SARS Tax Pin Number            |                                            |
| <b>Tender Amount</b>           | <b>R</b> _____                             |

**Prepared for:**

Merafong City Local Municipality  
3 Halite Street  
Carletonville  
2499

**Prepared By:**

Merafong City Local Municipality  
3 Halite Street  
Carletonville  
2499



## MERAFONG CITY LOCAL MUNICIPALITY

03 HALITE, CARLETONVILLE, 2499 - TEL (018) 788 9500

For Bid Document Enquiry: S Ndolela 018 788 9692

E-Mail: [sndolela@merafong.gov.za](mailto:sndolela@merafong.gov.za)

### BID NOTICE

| BID NO.               | DESCRIPTION                                                                                                                                                                      | Compulsory Briefing | PREFERENCE POINTS 80/20                             | DOCUMENT AVAILABILITY (ELECTRONIC) | CLOSING DATE                  | ENQUIRIES                           |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------|------------------------------------|-------------------------------|-------------------------------------|
| PS(S&T)<br>09/11/2425 | Appointment of a service provider for the Establishment and operation of control room CCTV and alarm system for the Merafong City Local Municipality for a period of three years | NONE                | 80 points for price<br>20 points for specific goals | 10 December 2024                   | 21/01/2025 @ 10H00 @ SCM Unit | Mr. William Molotsi<br>083 609 0276 |
|                       |                                                                                                                                                                                  |                     | Functionality Criteria score                        |                                    |                               |                                     |
|                       |                                                                                                                                                                                  |                     | Min of 70/100                                       |                                    |                               |                                     |

Bids are hereby invited to bid on the above-mentioned bid/s:

Bid documents will be available for the non-refundable fee of R 1 322.62 vat inclusive (proof of payment must be attached with the returnable document) on weekdays from 07:30 until 15:30, at Merafong City Local Municipality at SCM offices situated on the corner of 3 Halite and Gold Street, Carltonville, 2499

All administrative compliant bids will be assessed by functional criteria as set out, and then using the 80/20 system. 80 Points will be for price and 20 points will be for specific goals.

Bids are to be completed in accordance with the conditions contained in the bid documents and must be placed in a sealed envelope and externally endorsed:

**With Bid description and Bid Number as written in the document/advert.**

Bids must be deposited in Bid Box 1, situated at the Revenue Section, Cnr Halite and Gold Street, Carltonville and is open between 07h30 and 16h00. bids will be opened immediately thereafter, in public.

### **BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

1. Companies must be registered on the CSD database and suppliers must submit CSD report not older than 3 months, link: [www.csd.gov.za](http://www.csd.gov.za)
2. Attach municipal rates and taxes for both company and directors appearing in CK (not older than 3 months) if the statement of water and lights is not on your names, please submit copy of Lease Agreement with proof of payment not older than 3 months from the Bank (No statements).
3. Certified copies of Identity Documents (ID's) for all shareholders/owner(s)/partners registered on the CK forms must be submitted.
4. Copies of Company Registration documents (CK 1) must be submitted.
5. Bidders must attach a valid tax pin certificate.
6. **NB: EVALUATION OF THE BID:** The evaluation of bids will be conducted in two stages, first stage will be assessment on functionality.
7. Second stage will be done when a need arises, where bidders will be required to submit quotations: 80/20 Preference point scoring system will apply, where 80 points will be allocated for price only and 20 Specific goals points scored.

### **TERMS AND CONDITIONS:**

- Failure to comply with these conditions will result in immediate disqualification of your bid.
- The Merafong City Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid or to withdraw.
- Bid's which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 90 working days.
- Bid's must only be submitted on the documentation provided by the Merafong City Local Municipality; (original Bids documents)

**D.D. Mabuza**  
**Municipal Manager**  
**Merafong City Local Municipality**

**MBD 1  
INVITATION TO BID**

|                                                                                                                                                                       |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------|--------------------------|-------------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MERAUFONG CITY LOCAL MUNICIPALITY)</b>                                                                      |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| BID NUMBER:                                                                                                                                                           | PS(S&T) 09/11/2425                                                                                                                                                               | CLOSING DATE: | 21 January 2025                                                                      | CLOSING TIME:            | 10H00                                                                                     |
| DESCRIPTION                                                                                                                                                           | Appointment of a Service Provider for the Establishment and Operation of Control Room CCTV and Alarm System for the Merafong City Local Municipality for a Period of Three Years |               |                                                                                      |                          |                                                                                           |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>                                                                     |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX<br>SITUATED AT (STREET ADDRESS                                                                                 |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| <b>3 HALITE STREET</b>                                                                                                                                                |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| <b>CARLETONVILLE</b>                                                                                                                                                  |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| <b>2499</b>                                                                                                                                                           |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| NAME OF BIDDER                                                                                                                                                        |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| CSD NUMBER                                                                                                                                                            |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| POSTAL ADDRESS                                                                                                                                                        |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| STREET ADDRESS                                                                                                                                                        |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                                                                                                                                             |               | NUMBER                                                                               |                          |                                                                                           |
| CELLPHONE NUMBER                                                                                                                                                      |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                                                                                                                                             |               | NUMBER                                                                               |                          |                                                                                           |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| TAX COMPLIANCE STATUS                                                                                                                                                 | TCS PIN:                                                                                                                                                                         |               | OR                                                                                   | CSD No:                  |                                                                                           |
| B-BBEE STATUS LEVEL VERIFICATION<br>CERTIFICATE<br>[TICK APPLICABLE BOX]                                                                                              | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                                                                                                                      |               | B-BBEE STATUS<br>LEVEL SWORN<br>AFFIDAVIT                                            |                          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                               |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| ARE YOU THE ACCREDITED<br>REPRESENTATIVE IN SOUTH AFRICA<br>FOR THE GOODS /SERVICES /WORKS<br>OFFERED?                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                                                                               |               | ARE YOU A FOREIGN<br>BASED SUPPLIER<br>FOR THE GOODS<br>/SERVICES /WORKS<br>OFFERED? |                          | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER<br>PART B:3 ] |
| TOTAL NUMBER OF ITEMS OFFERED                                                                                                                                         |                                                                                                                                                                                  |               | TOTAL BID PRICE                                                                      |                          | R                                                                                         |
| SIGNATURE OF BIDDER                                                                                                                                                   | .....                                                                                                                                                                            |               | DATE                                                                                 |                          |                                                                                           |
| CAPACITY UNDER WHICH THIS BID IS<br>SIGNED                                                                                                                            |                                                                                                                                                                                  |               |                                                                                      |                          |                                                                                           |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                                                                                                |                                                                                                                                                                                  |               | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                                     |                          |                                                                                           |
| DEPARTMENT                                                                                                                                                            | SUPPLY CHAIN<br>MANAGEMENT                                                                                                                                                       |               | CONTACT PERSON                                                                       | Mr. W Molotsi            |                                                                                           |
| CONTACT PERSON                                                                                                                                                        | Mr. SN Ndolela                                                                                                                                                                   |               | TELEPHONE NUMBER                                                                     | 083                      |                                                                                           |
| TELEPHONE NUMBER                                                                                                                                                      | (018) 788 9692                                                                                                                                                                   |               | Email                                                                                | smolotsi@merafong.gov.za |                                                                                           |

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. BIDDER MUST NOT BE IN ARREARS WITH THW MUNICIPAL RATES &amp; TAXES FOR MORE THAN 90 DAYS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>                                                                                                                           |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES</span><br/> <div style="margin-left: 40px;"><input type="checkbox"/> NO</div></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p> |

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **FUNCTIONALITY EVALUATION CRITERIA**

NB: Minimum requirement for Functionality Criteria is 70 out of 100 (70/100).

### **FUNCTIONALITY CRITERIA**

| <b>CRITERIA</b>          | <b>POINTS ALLOCATION</b> |
|--------------------------|--------------------------|
| Company Experience       | 40                       |
| Key Personnel Experience | 10                       |
| PSIRA Registration       | 10                       |
| ICASA Licence for CCTV   | 10                       |
| ISO 9001                 | 10                       |
| Detailed Methodology     | 20                       |
| Total                    | 100                      |

Evaluation Criteria:

The minimum score required is 70 Points in order to proceed to the next stage  
Bidders who fail to obtain 70 points on functionality will be automatically eliminated. The table below indicates the functionality criteria that will be utilised during the assessment

| No | Criteria                                                             | Function                                                              | Points                                                                                                                                                 | Scores |
|----|----------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. | Company experience                                                   | Proof:<br>Appointment letter and reference letter<br>Must be attached | 0 - No points allocated<br>1 – 3 projects = 20 points<br>4 - 5 projects = 30 points<br>5 to 10 projects = 35 points<br>10 or more projects = 40 points | 40     |
| 2  | Relevant expertise of the project team (Experience of Key Personnel) | Proof: CV                                                             | Team leader must have a minimum 1 to 3 years' relevant experience = 5 points<br>Team leader with 4 years or more relevant experience = 10 points       | 10     |
| 3. | Registration with PSIRA                                              | Proof: Registration certificate                                       | Team leader must be in possession of a certified formal accreditation (PSIRA)                                                                          | 10     |
| 4. | ICASA License for CCTV                                               | Proof: Registration certificate                                       | Company to attach certified accreditation certificate                                                                                                  | 10     |
| 5. | ISO 9001                                                             | Proof: Registration certificate                                       | Company to attach a certified valid formal accreditation                                                                                               | 10     |
| 6. | Methodology                                                          | Proof: Methodology or approach plan                                   | Attach Methodology / Approach plan.                                                                                                                    | 20     |

# **TERMS OF REFERENCE: PROJECT SPECIFICATIONS**



## **DESCRIPTIONS OF WORKS**

### **1. DESCRIPTION AND EXTENT OF WORK**

- 1.1. The contract consists of the supply and installation of everything necessary for the satisfactory completion of the security and safety upgrade of the to various Merafong City Local Municipality sites.
- 1.2. The contractor shall be liable to ensure the system runs optimally.
- 1.3. In brief, the extent of the work is as follows:
  - 1.3.1. CCTV System
    - 1.3.1.1. Detection and notification of intruders crossing the perimeter fence.
    - 1.3.1.2. Monitoring of areas in the buildings and yards.
  - 1.3.2. Access Control System
    - 1.3.2.1. Restrict and control access into buildings.
  - 1.3.3. Intrusion System
    - 1.3.3.1. Alarm certain rooms.
  - 1.3.4. Fire detection System
    - 1.3.4.1. Complete and install fire system in buildings.
  - 1.3.5. Suppression
    - 1.3.5.1. Complete and install suppression fire system in buildings.
  - 1.3.6. Active Deterrents
    - 1.3.6.1. Complete and install active deterrents eg, smoke cloak and pepper spray in buildings.
  - 1.3.7. Control Room
    - 1.3.7.1. The setup and establishment of control rooms for the remote viewing of alarms from remote locations.
  - 1.3.8. Network Infrastructure
    - 1.3.8.1. The ICT network for the connectivity on sites.

## GENERAL FUNCTIONING OF THE SYSTEM

### 3.1. Central Control Room

- 3.1.1. A manned central control centre which shall have complete overview and direct access to any Merafong City Local Municipality site. Alarms should be able to be directed to a regional control room and the main central control room.

### 3.2. Main Control Room

- 3.2.1. A manned control centre which shall have complete overview and direct access to all regional remote sites. Alarms must also simultaneously report to the central control room.

### 3.3. Sites

- 3.3.1. Perimeter mounted cameras shall have advanced human detection. On an event activation the remote-control room operators will be able to:
  - 3.3.1.1. respond to an alarm and automatically connect to the site from where the alarm initiated.
  - 3.3.1.2. allow operators to simultaneously clear multiple alarms from the incoming queue.
  - 3.3.1.3. handle multiple remote alarms simultaneously - a separate interface tab shall represent each connection.
  - 3.3.1.4. allow operators to add comments to Current and Archived alarms. To facilitate fast responses, default comments shall be selectable from a menu, but it shall also be possible to add custom text comments.
  - 3.3.1.5. modify the default comments menu with more appropriate custom comments.
  - 3.3.1.6. electronically escalate an alarm to a “case”, and assign people to investigate, thereby alerting and involving security management structures.
  - 3.3.1.7. notify users to whom cases have been escalated of case assignments.
  - 3.3.1.8. Sites and buildings will have CCTV cameras and talk down horn speakers.
  - 3.3.1.9. Sites buildings will have an intrusion system.
  - 3.3.1.10. Site buildings will have intruder defence deterrents (pepper spray, fog).
  - 3.3.1.11. Sites buildings will have fire detection and suppression system.
  - 3.3.1.12. Sites outdoor Power transformers and Distribution transformers.
  - 3.3.1.13. Sites underground services ( electrical cables and water pipes)
  - 3.3.1.14. Any other risk areas that maybe identified by the municipality
  - 3.3.1.15. Waste Water Treatment Plants.

### 3.4. Integration

- 3.4.1. The CCTV Video Management System (VMS) will integrate at ethernet protocol into the Access Control, IoT Early-warning Sensors, Intrusion, Network Switches and UPS. The Fire, Intruder Detection and Tagging with pepper microscopic unique identifiers and Fogging unit will be integrated via I/O into the Access Control, which will integrate via ethernet into the Video Management system.
- 3.4.2. All alarms/faults shall be integrated into the VMS and alerted in the control room for the operator to activate on.
- 3.4.3. Based on the event and operators action, the CCTV VMS should push the event into the Case Management software, which will allow for the event to be action and traced by the entire security assets. These events will then be integrated into an Information system.
- 3.4.4. The Access Control System on site will have the capabilities to arm and disarm the site. This can be overridden by the Control Centre.

## CERTIFICATES, COMMISSIONING, HANDOVER AND TRAINING

### 1.1 Certificates

- 4.1.1. All Electrical Completion certificates must be submitted to Merafong City Local Municipality after completion.
- 4.1.2. As built drawings of systems installed per site must be submitted to Merafong City Local Municipality after completion.

### 1.2 Commissioning

- 4.2.1. Only trained and competent personnel shall set-up and commission all the systems.
- 4.2.2. All products manuals shall be supplied to Merafong City Local Municipality on completion.

### 1.3 Handover

- 4.3.1. All copies of operator's manual shall be supplied to Merafong City Local Municipality.
- 4.3.2. Complete as built drawings shall be supplied to Merafong City Local Municipality.
- 4.3.3. All products manuals shall be supplied including passwords and/or any relevant protocols for the management and control of the system.

### 1.4 Training and Dispatching

- 4.4.1. The appointed security provider shall conduct a 9 hour per day onsite training for a period of 1 month, to fully train the Merafong City Local Municipality operators.
- 4.4.2. The appointed security provider shall conduct a 9 hour per day onsite training for a period of 1 month, to fully train the Merafong City Local Municipality ICT support staff.
- 4.4.3. Training shall be conducted by a competent person, who has control room and technical operational experience.

## STANDARDS AND CODE OF PRACTICE

- 5.1. The latest editions and/or amendments of the following Standards and Codes of Practice are applicable.

### 5.1.1. Standards

- a.) The Machinery & Occupational Safety Act (Act 85 of 1993) as amended.
- b.) The South African National Standards (S.A.N.S) Specification, as applicable to this contract.

### 5.1.2. Code of Practice

- 5.1.2.1. The whole of the installation shall be carried out in accordance with the latest S.A.N.S Code of Practice for:
  - a) Electrical security installations Part 5-1: CCTV surveillance systems for use in security applications- Operational requirements SANS 10222-5-1 2007

- b) Electrical security installations Part 5-1-2: CCTV surveillance systems for use in security applications- System design requirements SANS 10222-5-1 2000
- c) Electrical security installations Part 5-1-3: CCTV surveillance systems for use in security applications- Installation, planning and implementation requirements SANS 10222-5-1 2002.
- d) Electrical security installations Part 5-2: CCTV installations- Application guidelines SANS 10222-5-2 1999.
- e) The Municipal By-Laws and any other special requirements as deemed necessary by the local supply authority.
- f) SANS 10139:2021

## **SPECIFICATIONS- CCTV SYSTEM**

### **5.2. Camera –Type 1 - IP IR Bullet Camera 1920x1080 @ 50fps**

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Video Compression    | H.265 ONVIF Support                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Resolution           | 1920x1080 @ 50fps                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Recording            | Edge recording with 128GB SDHC card                                                                                                                                                                                                                                                                                                                                                                                                           |
| Video streaming      | Multiple, individually configurable streams in H.264, H.265, and Motion JPEG technology for H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265                                                                                                                                                                                                                                                                     |
| Image settings       | Compression, colour saturation, brightness, sharpness, contrast, local contrast, white balance, day/night threshold, tone mapping, exposure control (including automatic gain control), exposure zones, defogging, WDR: up to 120 dB depending on scene, barrel distortion correction, fine tuning of low-light behaviour, dynamic text and image overlay, privacy masks, mirroring, rotation: 0°, 90°, 180°, 270°, including Corridor Format |
| Housing              | IP66-rated, IK10 impact-resistant                                                                                                                                                                                                                                                                                                                                                                                                             |
| Lens                 | 2.8- 12 mm<br>Remote zoom and focus, IR corrected<br>120 dB Wide Dynamic Range                                                                                                                                                                                                                                                                                                                                                                |
| Minimum Illumination | Optimized built-in IR LED (40m IR distance)                                                                                                                                                                                                                                                                                                                                                                                                   |
| Intelligent video    | Object classes: humans, vehicles (types: cars, buses, trucks, bikes) Trigger conditions: line crossing, object in area, time in area, Up to 10 scenarios Metadata visualized with trajectories and color-coded bounding boxes.<br>Motion Detection, active tampering alarm, audio detection                                                                                                                                                   |
| Supported protocols  | IPv4/v6, HTTP, HTTPS, SIP, SSL/TLS , QoS, FTP, SMTP, Bonjour, UPnP, SNMP v1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, TCP, UDP, IGMPv1/v2/v3, ICMP, DHCP, ARP, SOCKS, SSH                                                                                                                                                                                                                                                                            |
| Warranty             | 3 Year Manufactures Warranty                                                                                                                                                                                                                                                                                                                                                                                                                  |

### 5.3. Camera –Type 2 – 12 MP mini dome with 360° panoramic view

|                      |                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Video Compression    | H.264 ONVIF Support                                                                                                                                                                                                                                                                                                                                                 |
| Resolution           | 12 MP (4000x3000)                                                                                                                                                                                                                                                                                                                                                   |
| Recording            | Edge recording up to 128GB SDHC card                                                                                                                                                                                                                                                                                                                                |
| Video streaming      | Multiple, individually configurable streams in H.264 and Motion JPEG technology in H.264 Controllable frame rate and bandwidth VBR/ABR/MBR H.264                                                                                                                                                                                                                    |
| Image settings       | Compression, Colour, Brightness, Sharpness, Contrast, Local contrast, White balance, Exposure control (including automatic gain control), Exposure zones, Fine tuning of behaviour at low light, Forensic WDR: up to 120 dB depending on scene, Text and image overlay, Mirroring of images, Privacy masks Rotation: 0°, 90°, 180°, 270°, including Corridor Format |
| Housing              | IP66, IK10 impact-resistant                                                                                                                                                                                                                                                                                                                                         |
| Lens                 | Fixed iris, fixed focus, IR corrected, 1.3 mm, F2.2                                                                                                                                                                                                                                                                                                                 |
| Minimum Illumination | Optimized IR built-in IR LED (15m IR distance)                                                                                                                                                                                                                                                                                                                      |
| Audio                | Two-way audio                                                                                                                                                                                                                                                                                                                                                       |
| Inputs/Outputs       | 1 Input, 1 Output                                                                                                                                                                                                                                                                                                                                                   |
| Intelligent video.   | Motion Detection, active tampering, loitering, Intrusion                                                                                                                                                                                                                                                                                                            |
| Supported protocols  | IPv4/v6, HTTP, HTTPS, SIP, SSL/TLS, QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP, SNMP v1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, TCP, UDP, IGMPv1/v2/v3, ICMP, DHCP, ARP, SOCKS, SSH                                                                                                                                                                        |
| Warranty             | 5 Year Manufactures Warranty                                                                                                                                                                                                                                                                                                                                        |

### 5.4. Network Horn

|                          |                                                                                                                                                                   |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Audio Streaming          | One-way/two-way with optional half-duplex echo cancellation. Mono                                                                                                 |
| Audio encoding           | AAC LC 8/16/32/48 kHz, G.711, WAV, MP3 in mono/stereo from 64 kbps to 320 kbps. Constant and variable bit rate. Sampling rate from 8 kHz up to 48 kHz             |
| Audio I/P                | Built-in microphone (can be disabled mechanically)                                                                                                                |
| Built-in microphone      | 50 Hz - 12 kHz                                                                                                                                                    |
| Max sound pressure level | >121 dB                                                                                                                                                           |
| Frequency response       | 280 Hz - 12.5 kHz                                                                                                                                                 |
| Casing                   | Impact-resistant aluminum, IP66-, IP67-,                                                                                                                          |
| Supported protocols      | IPv4/v6, HTTP, HTTPS, SIP, SSL/TLS, QoS, FTP, SMTP, Bonjour, UPnP, SNMP v1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, TCP, UDP, IGMPv1/v2/v3, ICMP, DHCP, ARP, SOCKS, SSH |
| Warranty                 | 3 Year Manufactures Warranty                                                                                                                                      |

## 5.5. Video Management System (VMS)

### 5.6. System Architecture

- 5.6.1. The system shall be of an enterprise nature, able to manage multiple sites remotely.
- 5.6.2. The system shall provide a complete, remote setup and maintenance client.
- 5.6.3. The system shall not rely on remote desktop applications for remote connection.
- 5.6.4. The system shall not require any additional licensing costs, apart from the initial purchase costs.
- 5.6.5. The system shall not require a dedicated management server, thus requiring less hardware.
- 5.6.6. The system shall not require a dedicated SQL database for recording.
- 5.6.7. The system shall be of a 'client/server' nature with the following components:
- 5.6.8. Recording Management Servers.
- 5.6.9. On and off-site client viewing and management stations.
- 5.6.10. Off-site Cell Phone/Tablet clients.
- 5.6.11. Alarm Management Server.
- 5.6.12. The system shall be capable of running in Windows (32/64-bit) or Linux operating system environments.
- 5.6.13. The system shall be capable of running in a virtual machine environment.
- 5.6.14. The system shall be aware of running in a virtual server environment and will have knowledge of the underlying hardware.
- 5.6.15. The system shall be licensed for use with the application of various site-wide licenses.
- 5.6.16. The system shall be easily expandable by the addition of IP camera, 3rd party systems integrations, video analytics, and/or analogue system hardware licenses.
- 5.6.17. The system shall provide certain built-in features which may be unlocked for use with a software key, enabling quick activation of the required features.
- 5.6.18. The system shall be easily upgradeable to later versions via a CD, USB key, or other similar means.
- 5.6.19. The system shall be easily expanded by the addition of recording servers, viewing and management servers and storage.

## 6. System Configuration

- 6.1.1. The system shall enable remote connection to the system via ADSL, VPN, or any other source of communication.
- 6.1.2. The system shall be able to perform all setup and viewing functions via this remote connection.
- 6.1.3. The system shall store complete site configuration on- or off-site for retrieval in the event of hard drive failure.
- 6.1.4. The system shall allow this configuration to be easily re-instated.
- 6.1.5. The system shall maintain user activity logs.
- 6.1.6. The system shall enable all sub-systems on site to be time-synchronised.
- 6.1.7. The system shall manage an unlimited number of Inputs and Relay Outputs.
- 6.1.8. The system shall provide setup wizards for fast, simple addition and configuration of certain devices and objects, such as camera, integrated devices, site maps, etc.
- 6.1.9. The system shall use Universal Plug and Play (UPnP) and ONVIF Device discovery to discover IP devices and retrieve the settings from those devices.
- 6.1.10. In order to ensure that there is fast access and bandwidth management for remote client connections, all site resources, maps, and other site-specific parameters shall be downloaded and stored locally at the remote client's location. If they have been modified at site they are to be re-loaded from the site to the remote client connection upon re-connection.

## 7. Audio and Video Capabilities

- 7.1. The overall system shall have no limit to the number of cameras/video streams.
- 7.2. The system shall be a digital video/audio recording and remote monitoring system with the capability of simultaneously displaying, recording, replaying, searching, and transmitting both video and audio.
- 7.3. The system shall be truly hybrid in nature, and shall be capable of supporting the following video sources:
  - IP video cameras using native drivers, Such as Axis, Bosch, UNV ...
  - ONVIF compliant devices.
- 7.4. Each recording management server shall be capable of managing multiple IP camera video streams, limited only by hardware processing capability, and available local/remote system storage.

## 8. Video and Audio Streaming

## 9. General Capabilities.

The system shall manage the live streaming, recording, and reviewing of both video and audio from the various sources.

## 10. Video Streaming

- 10.1. The system shall be capable of managing simultaneous MJPEG, MPEG4, H264, H265 and MxPEG, and a combination thereof, according to the camera capability.
- 10.2. The system shall be capable of managing either Unicast or Multicast video streams.
- 10.3. The system shall be capable of routing selected video streams to selected Video monitors, for viewing and reviewing video.
- 10.4. The system shall be capable of displaying video in HD or higher where required.
- 10.5. The system shall be capable of managing dynamic streams, and intelligently selecting the camera stream based on the display resolution of either client, server and/or video wall to improve live viewing efficiency and reduce resource usage.
- 10.6. The system shall be capable of converting video streams to a lower bandwidth, for off-site monitoring (subject to the availability of suitable video streams & the processing power of the video servers).

## 11. Audio Streaming

- 11.1. The system shall be capable of receiving, and storing, synchronised audio from cameras with audio capability.
- 11.2. The system shall be able to record and playback synchronised audio and video.
- 11.3. Assuming that the source audio and video is synchronised on the camera, the system shall be capable of maintaining this synchronisation to less than 500 milliseconds.
- 11.4. The system shall be capable of managing bi-direction audio, from the system to a remote IP device, or camera, with the relevant audio capability.
- 11.5. The system shall be capable of streaming/storing and playback of an unlimited number of camera audio streams.

## 12. User Management

- 12.1. The system shall be capable of site-based user management, and shall apply all users and their access rights to all servers on the site.
- 12.2. The system shall allow administrators to configure site users and assign usernames, user access levels and passwords.
- 12.3. The system shall have thirty user levels, with the top-most level in the hierarchy being 30 and the bottom-most level in the hierarchy being 1.
- 12.4. The system shall allow individual site users to be assigned the rights to:
  - View all site resources.
  - Connect remotely.
  - Change own password.
- 12.5. The system shall be accessed by user name and password, and all user actions shall be recorded against the user's name in an operator audit trail. This audit trail shall be accessible, printable, and access-controllable.
- 12.6. LDAP/Active Directory
- 12.7. The system shall support importing of users from a LDAP (Lightweight Directory Access Protocol) user management system on Professional and Premium sites only.
- 12.8. The system shall support assigning VMS access rights to imported LDAP users.
  - 12.8.1. The system shall use LDAP to communicate with user management systems like Active Directory and OpenLDAP.
- 12.9. The system shall query the management system server on each login of an LDAP registered user for credential validity.
- 12.10. Logins from LDAP users using the system mobile I/O or API will not be permitted or validated.

### 13. Access Rights

- 13.1. The system shall be capable of limiting availability of site resources to users based on the access rights assigned to them by administrators.
- 13.2. The system shall allow administrators to assign access rights to user levels, either locally or remotely.
- 13.3. The system shall restrict access to the setup tab (in which site configuration is done, e.g. setup, viewing and control of databases, cameras, video analytics, etc.) to administrator users only.
- 13.4. The system shall allow administrators to assign users the following access rights to site resources (such as cameras, inputs/outputs, monitors, etc.):
  - Live View.
  - Review.
  - PTZ manual Control, PTZ menu options, set PTZ pre-sets, control PTZ tours.
  - Audio listen.
  - Hide privacy zones.
  - Export data.
  - Reset camera tamper.

### 14. Recording, Archiving and Storage

#### 14.1. Recording

#### 14.2. The system shall be capable of:

Recording frame rates of more than 30 frames per second, depending on camera capabilities.

Recording to various, configured databases.

User-initiated recordings. Users with the correct access rights may manually trigger a recording.

Event recording. Events may be configured to trigger a recording on the relevant camera.

Scheduled recordings. Cameras may be set to record on a fixed schedule.

Continuous recording. Devices (such as integrated devices and cameras) are continuously recorded and create time markers in the recording.

- 14.3. The system shall provide a screen recording feature, which enables the recording of any computer screen connected to any Windows/Linux computer. This will be recorded to the VMS as if it were a standard IP camera.

### 15. Archiving (Exporting)

- 15.1. The system shall be capable of the following video archiving abilities:

Exporting audio and video from the software in a proprietary video format, with an optional standalone player.

Marking start and end times of video to be archived.

Archiving multiple cameras simultaneously.

All video meta-data visible at the time of archiving will be retained in the archive.

Archiving selected footage from one or multiple cameras to DVD, USB Memory device, local or remote Hard Drives in formats allowed by the operating system.

Saving the archive “player” along with the video.

Archiving and viewing files containing non-ASCII characters (e.g. Arabic).

The system shall be able to export video from an archive.

- 15.2. The system shall allow video exported from an archive to be in MP4 or archive format.

- 15.3. The system shall provide the capability to perform a scheduled archive as follows:

Archive selected cameras.

Archive only a selected period of recorded footage.

Archive at a selected time of day.

- 15.4. The system shall employ the following security features with regard to archiving video and exporting video from an archive:

The ability to archive shall be an access rights controlled feature.

The system shall allow administrators to create user-level based ‘archiving profiles’ for which archiving passwords and watermarks are configured.

Depending on the password and archiving options configured in the relevant archiving profile, the system shall require users to set a password and/or apply a watermark when archiving video.

For prosecution, and other legal purposes, archived images shall be digitally signed with the unique identifier of the original archiving server that is lost if an attempt is made to manipulate the image.

The system shall be able to restrict the ability to export from an archive.

The system shall remove the server signature from video exported from an archive in MP4 format.

## 16. Storage

- 16.1. The system shall be capable of storing selected video streams to selected video databases.

The system shall be capable of storing video footage from the same cameras to multiple databases simultaneously.

- 16.2. The system shall be capable of creating and managing multiple databases.

- 16.3. The system shall be capable of managing databases spanning multiple local or Network Storage (NAS) devices.

- 16.4. The system shall be capable of accessing Windows network shares from within the software.

- 16.5. The system shall be capable of warning the user when disk/network shares containing databases in use by the software are detached from storage management.

## 17. Graphical User Interface (GUI)-General GUI Capabilities

- 17.1. The system shall provide a graphical user interface (GUI) which enables users to easily see all resources (Cameras, Audio components, databases, Inputs, Outputs, Layouts etc.) on a complete site, and shall not be limited to specific I.P. Network Video Servers.  
The system shall provide two interface facets of the overall GUI; the operator interface and the setup interface:
- 17.2. The system shall only allow administrator users to access the setup interface, in which all site configuration is done.
- 17.3. The system shall allow all user levels to view the resources available in the operator interface to varying degrees (depending on their assigned access rights).
- 17.4. From the operator interface, it shall be possible to open multiple sites simultaneously and display them on selected monitors on the system. This includes associated site recourses, such as site maps, camera feeds, etc.
- 17.5. The GUI shall be capable of being viewed over up to 6 monitors from one client software computer. The user shall be able to customise the monitors so that they can view different components (e.g. maps, cameras, 3rd party systems integration transaction data etc.) on different monitors or on window “tabs” on the same monitor.
- 17.6. The layout of the operator interface shall be customizable, as in the following:  
System functions or features that are not activated, or to which the user does not have access shall be hidden from view – the user shall only see functions that he/she uses.  
Resources to which the user does not have access shall be inaccessible to the user.  
The location of the Resources Panel can be set to either right or left of the cameras tab screen.
- 17.7. The system shall provide a status bar at the bottom of the GUI to indicate information about the software using status icons, all of which can be clicked for further information. For example:  
The system shall show a license warning for site resources that are incorrectly licensed.  
The system shall display username and access level of logged in user.  
The system shall display the applied site license.  
The system shall display a camera notification if a camera goes down.  
The system shall display a performance monitor which indicates performance statistics of the system.  
The system shall display the connection status of the current unit to the site.  
The system shall display a video analytics notification when an error has occurred with one or more of the site’s video feeds.  
The system shall display a failover notification which provides information about the status of existing failover servers.  
The system shall display a tamper warning when one or more of the site cameras are considered to have been tampered with.

## 18. Cameras-Setup Interface

19. The system shall restrict access to site camera configuration in the setup interface to administrators.
20. The system shall provide a camera addition and setup wizard.
21. The system shall provide a “copy and paste” capability which will enable users to easily copy camera settings, including information from multiple video streams, across multiple cameras.
22. During camera configuration, the system shall display the URL/web page of the camera which can be loaded in the browser.
23. The system shall enable the administrator to designate a camera as “covert”. In this case, the camera should only be seen and viewed/reviewed by administrators

## 24. Operator Interface

25. The system shall enable users to view and interface with cameras to varying degrees, depending on the assigned access rights.
26. The system shall enable the user to select specific cameras to be viewed on selected monitors, or selected panels within selected monitors.
27. The system shall provide the capability to drag-and-drop cameras from a resource panel into selected monitors, or panels on the monitor.
28. The system shall enable the synchronisation of cameras during playback.
29. The system shall enable users to pause playback of video and print, copy to a clipboard, or save an image to a select storage location
30. The system shall enable users to drag-and-drop cameras, from a map, into selected monitors or panels on the monitor.
31. The system shall enable the configuration and initiation of tours (sequences) of cameras on selected monitors or on panels within a selected monitor.
32. The system shall provide the capability to create and save multiple “layouts” of cameras that can then be easily selected, either manually by a user, or automatically on an event.
33. The system shall allow the initiation of tours (sequences) of “layouts” (also known as a “salvo”) to selected monitors.
34. The system shall enable the user to “de-warp” video from 180 or 360-degree panoramic cameras.
35. The system shall enable the user to view up to 64 cameras on a single monitor.
36. The system shall enable users to digitally zoom into specific camera views.
37. The system shall allow users to choose which stream to show if multiple camera streams have been designated for live viewing.

#### 38. Site Resources- Setup Interface

39. The system shall allow administrators to configure which site resources are visible in the operator interface.

40. The system shall enable administrators to create folders, and allocate resources to selected folders.

#### 41. Operator Interface

41.1. User access to site resources shall be access-controlled by username and password, whether local or remote viewing, restricted by the access level of the individual user.

41.2. The user shall be able to see input triggers from the GUI.

41.3. The user shall be able to control outputs from the GUI.

#### 42. Text and Graphical Overlays- Operator Interface

42.1. The operator interface shall optionally display graphical information from resident and 3rd party devices as overlays on the camera panels.

42.2. The system shall enable repositioning of overlay blocks and changing of overlay sizes, text sizes, transparency and colour.

42.3. The operator interface shall be able to optionally show analytics algorithms functioning by displaying overlays.

#### 43. PTZ Controls-Operator Interface

The system shall be able to control Pan-Tilt-Zoom (PTZ) cameras from the operator interface and via the event actions.

- 43.1. The system shall also enable users to control PTZ cameras from an attached keyboard/joystick.
- 43.2. PTZ controls include:
- 43.3. Pan, Tilt and Zoom.
- 43.4. Variable PTZ movement speed.
- 43.5. Focus and Iris control.
- 43.6. Define PTZ camera pre-set positions.
- 43.7. Assign unique names to PTZ camera pre-set positions.
- 43.8. Move to PTZ camera default positions.
- 43.9. The system shall be capable of priority control of a PTZ camera.
- 43.10. An administrator user is afforded highest priority control over PTZ camera, after which the priority hierarchy runs down from user level 30 to user level 1.
- 43.11. Two users of the same level will afford the first user priority control, and the seconds user must wait until 'Dome override' period has elapsed.

#### 44. Live View- Operator Interface

- 44.1. The system shall enable users to view and pause live cameras (depending on assigned access rights).
- 44.2. The system shall allow specific cameras to be viewed live, and played back simultaneously, and synchronised together if requested.
- 44.3. The system shall allow the same camera to be viewed live on multiple monitors or panels on one monitor.
- 44.4. The system shall be capable of displaying Activity Trails for up to 15 minutes in live mode.

#### 45. Review

- 45.1. The system shall allow review of cameras in the same window, and same panel, as live video is played, without needing to open a separate review or database window/tab.
- 45.2. The system shall enable users to playback recorded footage by click-and-dragging the camera timeline to the desired review point.
- 45.3. The system shall enable users to easily review any camera on the system, from any/multiple clients connected to the system, either off-site or on-site.
- 45.4. The system shall prompt the user to select which database to review from if the selected camera has been configured to record to multiple databases.
- 45.5. The system shall be capable of reviewing multiple cameras simultaneously, and synchronising the review times of those cameras.
- 45.6. The system shall retain review times across different cameras selected for the same panel. If a camera is in review mode, and a new camera is opened in that panel, the new camera will go to the same review time as the original camera.
- 45.7. The system shall control access rights for archiving and reviewing of archived video footage.
- 45.8. The system shall be able to perform smart searches using the following review tools:
  - Motion Area Search.
  - Displaying thumbnail image previews of a recording by hovering the mouse over the timeline.
- 45.9. The system shall be capable of displaying Activity Trails for up to 60 minutes in review mode.

#### 46. Operator Interface

- 46.1. In review, the system shall be capable of dividing a user-defined time period into a user-defined matrix of thumbnail images.
- 46.2. The system shall allow the user to narrow the defined search period between displayed snapshots by click-and-dragging between desired thumbnails.
- 46.3. The thumbnail matrix will be reconfigured for this new search period.
- 46.4. The system shall be capable of defining search time periods according to seconds, minutes, hours, days, and weeks.
- 46.5. The system shall be capable of playing recorded footage starting from a particular thumbnail in both the operator interface video player and in the Snap-Search window embedded video player.
- 46.6. The system shall be capable of archiving video from within the Snap-Search window embedded video player.

#### 47. Privacy Zones- Setup Interface

- 47.1. The system shall allow administrator users to create and remove Privacy Zones in the camera feed.
- 47.2. Privacy Zones shall be configurable black polygons that obscure sensitive areas of the camera feed.
- 47.3. The system shall allow administrators to assign users the rights to hide/show privacy zones.

#### 48. Operator Interface

- 48.1. The system shall show privacy zones live, review, and archived video footage.
- 48.2. The system shall allow users with the correct access rights to either hide/show privacy zones.
- 48.3. The system shall show/hide privacy zones in archived footage depending on whether or not they have been hidden/shown by the user at the time of archive.

#### 49. Video Wall

- 49.1. The system shall provide Video Wall software to be run on computers dedicated to showing video feeds.
- 49.2. The system shall be capable of displaying multiple site cameras on video wall monitors.
- 49.3. The system shall be capable of controlling multiple monitors attached to multiple computers from a single point via a MIMIC panel.
- 49.4. The system shall be able to drag-and-drop cameras into place for display on the video wall from sites other than the monitor site.
- 49.5. The system shall allow administrators to configure video wall camera layouts, tour of layouts (salvo), and access rights to video walls.

#### 50. Video Analytics- General Capabilities

- 50.1. The system shall have its own analytics and algorithms, built in to the software, to be used as event triggers.
  - This will include video motion detection, and object tracking analytics.
  - The system shall allow video analytics to be configured on live and recorded footage.
  - The system shall restrict access to analytics configuration to administrators only.
  - The system shall be capable of utilising the on-board analytics on the I.P. camera or encoder to initiate an event with which selected actions can be associated.
  - The system shall be capable of integrating with third-party analytics suites.

### SCHEDULE OF QUANTITIES AND PRICING

| <b>1</b> | <b>Intrusion Alarm Systems with Detectors &amp; Pepper Gas for Buildings</b>                                            |                             |   | Labour Rate | Material Rate | Total |
|----------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------|---|-------------|---------------|-------|
| 1.1      | Offsite Monitoring and management of alarm system with all connected equipment                                          | <b>PER SYSTEM PER MONTH</b> | 1 |             |               |       |
| 1.2      | Configure, Commission and test the entire new Intrusion System                                                          | <b>EA</b>                   | 1 |             |               |       |
| 1.3      | Inspect, Test and Clean existing Intrusion System                                                                       | <b>PER SYSTEM PER MONTH</b> | 1 |             |               |       |
| 1.4      | Supply & Install 64 Zone Alarm Control Panel - 64 Plus 16 zones built-in, 16 outputs built-in (max. 64 zone, 64 output) | <b>EA</b>                   | 1 |             |               |       |
| 1.5      | Supply & Install Ethernet Communication Module - Network module for Alarm panels                                        | <b>EA</b>                   | 1 |             |               |       |
| 1.6      | Supply & Install LTE Communication Module - GSM LTE module for Alarm panels (antenna included, no enclosure)            | <b>EA</b>                   | 1 |             |               |       |
| 1.7      | Supply & Install LCD keypad with flap and RFID card reader                                                              | <b>EA</b>                   | 1 |             |               |       |

|      |                                                                                                                                       |           |   |  |  |  |
|------|---------------------------------------------------------------------------------------------------------------------------------------|-----------|---|--|--|--|
| 1.8  | Supply & Install Wired Indoor Motion detector - Dual technology, active anti-masking IR, GRADE 3, bracket included.                   | <b>EA</b> | 1 |  |  |  |
| 1.9  | Supply & Install Wired Outdoor Vertical-Curtain Motion detector - Dual technology, active anti-masking IR, GRADE 3, bracket included. | <b>EA</b> | 1 |  |  |  |
| 1.10 | Supply & Install Wired Outdoor Motion detector - Dual technology, active anti-masking IR, GRADE 3, bracket included.                  | <b>EA</b> | 1 |  |  |  |
| 1.11 | Supply & Install Seismic-Vibration Detector - Vibration/ Shock Detector with Wall Mounting-plate                                      | <b>EA</b> | 1 |  |  |  |
| 1.12 | Supply & Install Pepper Gas Intruder Taggant Detector - Non-lethal UV & Microdot Taggant                                              | <b>EA</b> | 1 |  |  |  |
| 1.13 | Supply & Install Latching panic button                                                                                                | <b>EA</b> | 1 |  |  |  |
| 1.14 | Supply & Install Indoor Magnetic Contact with tamper switch - Surface mount                                                           | <b>EA</b> | 1 |  |  |  |
| 1.15 | Supply & Install Steel-body Magnetic Contact with tamper switch - Surface mount steel housing and armoured cable                      | <b>EA</b> | 1 |  |  |  |
| 1.16 | Supply & Install Output expansion module (8 relay output for direct control of 230 V)                                                 | <b>EA</b> | 1 |  |  |  |

|      |                                                                                                                                          |           |   |  |  |  |
|------|------------------------------------------------------------------------------------------------------------------------------------------|-----------|---|--|--|--|
| 1.17 | Supply & Install Outdoor optical and acoustic siren - Red strobe, metal shield, PIEZO sound, supports 6V / 1.3 Ah battery                | <b>EA</b> | 1 |  |  |  |
| 1.18 | Supply & Install ABS Enclosure - Housing for Control panels, expansion modules and Communication modules.                                | <b>EA</b> | 1 |  |  |  |
| 1.19 | Supply & Install Transformer - 230 V/20 AC, 60 VA                                                                                        | <b>EA</b> | 1 |  |  |  |
| 1.20 | Supply & Install Network Module Cable - RJ /RS port of Ethernet Module                                                                   | <b>EA</b> | 1 |  |  |  |
| 1.21 | Supply & Install Backup Battery - 12V, 7,2AH                                                                                             | <b>EA</b> | 1 |  |  |  |
| 1.22 | Supply & Install USB/RS System Programming cable for devices                                                                             | <b>EA</b> | 1 |  |  |  |
| 1.23 | Supply & Install 8 Zone Expander PCB - Integra 8 zones, 16 outputs built-in (max. 64 zone, 64 output)                                    | <b>EA</b> | 1 |  |  |  |
| 1.24 | OEM WARRANTY/5-YEAR EXTENSION<br>OEM Bolt-on 5-Year Extended Warranty for Alarm Panels and Detectors - Satel Integra Range (15% on cost) | <b>EA</b> | 1 |  |  |  |
| 1.25 | Supply 1m CAT 6 or Ethernet Cable, per meter                                                                                             | <b>EA</b> | 1 |  |  |  |
| 1.26 | Supply 1m 8 core copper cable                                                                                                            | <b>EA</b> | 1 |  |  |  |
| 1.27 | Supply 1m 12 core copper cable                                                                                                           | <b>EA</b> | 1 |  |  |  |
| 1.28 | Supply 1m 16 core copper cable                                                                                                           | <b>EA</b> | 1 |  |  |  |
| 1.29 | Supply 1m 24 core copper cable                                                                                                           | <b>EA</b> | 1 |  |  |  |

|          |                                                                                       |                             |   |  |  |  |
|----------|---------------------------------------------------------------------------------------|-----------------------------|---|--|--|--|
| 1.30     | Supply 1m multi core cable overhead                                                   | <b>EA</b>                   | 1 |  |  |  |
| 1.31     | Supply 1m multi core cable underground                                                | <b>EA</b>                   | 1 |  |  |  |
| 1.32     | Supply 1m SANS marked 25mm PVC pipe                                                   | <b>EA</b>                   | 1 |  |  |  |
| 1.33     | Supply 1m SANS marked 32mm PVC pipe                                                   | <b>EA</b>                   | 1 |  |  |  |
| 1.34     | Supply 1m SANS marked 50mm PVC pipe                                                   | <b>EA</b>                   | 1 |  |  |  |
| 1.35     | Install 1m SANS marked PVC pipe                                                       | <b>EA</b>                   | 1 |  |  |  |
| 1.36     | Supply 32mm outside diameter electrical cable                                         | <b>EA</b>                   | 1 |  |  |  |
| 1.37     | Install 32mm outside diameter electrical cable                                        | <b>EA</b>                   | 1 |  |  |  |
| 1.38     | Supply 50mm outside diameter electrical cable                                         | <b>EA</b>                   | 1 |  |  |  |
| 1.39     | Install 50mm outside diameter electrical cable                                        | <b>EA</b>                   | 1 |  |  |  |
| 1.40     | Supply 1m mounting pole equipment 2mm                                                 | <b>EA</b>                   | 1 |  |  |  |
| 1.41     | Supply 1m mounting pole equipment 3mm                                                 | <b>EA</b>                   | 1 |  |  |  |
| 1.42     | Installation mounting pole equipment                                                  | <b>EA</b>                   | 1 |  |  |  |
| <b>2</b> | <b>IP Surveillance and CCTV Systems for Fixed Infrastructure and Buildings</b>        |                             |   |  |  |  |
| 2.1      | Offsite Monitoring and management of Surveillance system with all connected equipment | <b>PER SYSTEM PER MONTH</b> | 1 |  |  |  |
| 2.2      | Configure, Commission and test the entire new CCTV System                             | <b>EA</b>                   | 1 |  |  |  |
| 2.2      | Inspect, Test and Clean CCTV system including all equipment                           | <b>PER CAMERA PER MONTH</b> | 1 |  |  |  |

|     |                                                                                                                                                                                      |           |   |  |  |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---|--|--|--|
| 2.3 | Supply & Install Outdoor Perimeter Bullet Network Camera - 4MP 2,8mm Lens with 40 meter IR, Onboard Video Analytics, 128GB Storage, 2KV Surge Arrestor, IP67.                        | <b>EA</b> | 1 |  |  |  |
| 2.4 | Supply & Install Indoor Dome Network Camera - 2MP 2,8mm Lens with 20 meter IR, Onboard Video Analytics, 128GB Storage, 2KV Surge Arrestor, IP67, IK10 Vandal-resistant.              | <b>EA</b> | 1 |  |  |  |
| 2.5 | Supply & Install Outdoor Quad-lens Multi-focal 180-Degree Network Camera - Four x 2MP 2,8mm Lens with 50 meter IR, Onboard Video Analytics, 128GB Storage, 2KV Surge Arrestor, IP67. | <b>EA</b> | 1 |  |  |  |
| 2.6 | Supply & Install Outdoor PTZ Motorized Dome Network Camera - 2MP 5.7 ~ 256.5mm Motorized Lens with 250 meter IR, Onboard Video Analytics, 128GB Storage, 2KV Surge Arrestor, IP66.   | <b>EA</b> | 1 |  |  |  |
| 2.7 | Supply & Install 16CH Network Video Recorder (NVR) - Network-based Recorder with 8TB Storage onboard and HDMI Output                                                                 | <b>EA</b> | 1 |  |  |  |
| 2.8 | Supply & Install High-Security Indoor Wallbox - 6U                                                                                                                                   | <b>EA</b> | 1 |  |  |  |

|      |                                                                                                                                            |                      |   |  |  |  |
|------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|--|--|--|
| 2.9  | Supply & Install High-Security Indoor Wallbox - 9U                                                                                         | EA                   | 1 |  |  |  |
| 2.10 | Supply & Install High-Security Indoor Wallbox - 12U                                                                                        | EA                   | 1 |  |  |  |
| 2.11 | Supply & Install High-Security Outdoor Enclosure - 6U                                                                                      | EA                   | 1 |  |  |  |
| 2.12 | Supply & Install High-Security Outdoor Enclosure - 12U                                                                                     | EA                   | 1 |  |  |  |
| 2.13 | OEM WARRANTY/2-YEAR Extension (OPTIONAL)<br>OEM Bolt-on 2-Year Extended Warranty for CCTV Hardware - UNV Professional Series (15% on cost) | PER CAMERA           | 1 |  |  |  |
| 3    | <b>Public Address System for Verbal Communication at Buildings</b>                                                                         |                      |   |  |  |  |
| 3.1  | Network-based Outdoor Horn Speaker                                                                                                         | EA                   | 1 |  |  |  |
| 3.2  | Configure, Commission and test the entire new Public Address System                                                                        | EA                   | 1 |  |  |  |
| 4    | <b>Intruder Active-Deterring Solution for Fixed Infrastructure and Buildings</b>                                                           |                      |   |  |  |  |
| 3.1  | Non-Lethal AI Gun                                                                                                                          | EA                   | 1 |  |  |  |
| 3.2  | License Agreement Intelligent algorithm - Per IoT Intruder package                                                                         | PER SYSTEM PER MONTH | 1 |  |  |  |
| 3.3  | Annual Package - License Renewal                                                                                                           | PER SYSTEM PER YEAR  | 1 |  |  |  |
| 4    | <b>Early Warning IoT Sensors</b>                                                                                                           |                      |   |  |  |  |

|          |                                                                                    |                      |   |  |  |  |
|----------|------------------------------------------------------------------------------------|----------------------|---|--|--|--|
| 4.1      | Supply and Install of Underground Cable Theft Sensor 1m X 30cm RACK with RFID Tags | EA                   | 1 |  |  |  |
| 4.2      | Supply and Install of Underground galvinised combination sensor                    | EA                   | 1 |  |  |  |
| 4.3      | Supply and Install for above ground applications (Poles/Pylons/Other)              | EA                   | 1 |  |  |  |
| 4.4      | Supply and Install of sensor for above ground applications (Overhead Conductors)   | EA                   | 1 |  |  |  |
| 4.5      | Supply and Install of IoT LoraWan Gateway                                          | EA                   | 1 |  |  |  |
| 4.6      | Monitoring one installed combination sensor                                        | PER SENSOR PER MONTH | 1 |  |  |  |
| 4.7      | Configure, Commision and test the entire new IoT Early Warning Sensor System       | EA                   | 1 |  |  |  |
| <b>5</b> | <b>Solar Energy generation and Storage System</b>                                  |                      |   |  |  |  |
| 5.1      | 275 Watts Polycrystalline Solar Panel, and bracketry                               | EA                   | 1 |  |  |  |
| 5.2      | Maximum power point tracker (MPPT) Charge Controller, and isolator                 | EA                   | 1 |  |  |  |
| 5.3      | 12 volt 100Ah Deep Cycle AGM, max discharge at 30Ah                                | EA                   | 1 |  |  |  |
| <b>6</b> | <b>Guarding &amp; Responding Services on Corridor</b>                              |                      |   |  |  |  |

|     |                                                                                                                                                                                                                                                                                                                         |                      |   |  |  |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|--|--|--|
| 6.1 | Static Guard (SG)<br>Grade C - Unarmed at<br>Operational Site (Yard,<br>Office, etc.)<br>Equipped with Bullet-<br>proof Vest, Batton,<br>Pepperspray,<br>Handcuffs, PTT Radio<br>& Bodycam                                                                                                                              | <b>PER<br/>HOUR</b>  | 1 |  |  |  |
| 6.2 | Static Guard (SG)<br>Grade C - Armed at<br>Operational Site (Yard,<br>Office, etc.)<br>Equipped with Bullet-<br>proof Vest, Batton,<br>Pepperspray,<br>Handcuffs, PTT Radio<br>& Bodycam                                                                                                                                | <b>PER<br/>HOUR</b>  | 1 |  |  |  |
| 6.3 | Armed Response Units<br>(ARU) - 2 x armed<br>response guards in 1 x<br>2-seater vehicle with 1<br>x PTT LTE/ DMR<br>Fixed-Radio.<br>Each Guard is<br>equipped with Bullet-<br>proof Vest, Batton,<br>Pepperspray,<br>Handcuffs, PTT Radio<br>& Bodycam, 9 mm<br>pistol.                                                 | <b>PER<br/>HOUR</b>  | 1 |  |  |  |
| 6.4 | Tactical Response<br>Units (TRU) - 4 x<br>armed response<br>guards in 1 x 4-seater<br>vehicle with 1 x 2CH<br>LTE Vehicle Camera.<br>Each Guard is<br>equipped with Bullet-<br>proof Vest, Batton,<br>Pepperspray,<br>Handcuffs, PTT Radio<br>& Bodycam, 9 mm<br>pistol. 2 x Shotguns<br>and 2 x R5 Rifles per<br>team. | <b>PER<br/>HOUR</b>  | 1 |  |  |  |
| 6.5 | Intelligence Information<br>Gatherers                                                                                                                                                                                                                                                                                   | <b>PER<br/>MONTH</b> | 1 |  |  |  |
| 6.6 | Senior Operational<br>Manager                                                                                                                                                                                                                                                                                           | <b>PER<br/>MONTH</b> | 1 |  |  |  |

|      |                                                                                                                                                                                                                                                             |                             |   |  |  |  |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---|--|--|--|
| 6.7  | Operational Manager                                                                                                                                                                                                                                         | <b>PER MONTH</b>            | 1 |  |  |  |
| 6.8  | Armed Forensic Investigators                                                                                                                                                                                                                                | <b>PER MONTH</b>            | 1 |  |  |  |
| 6.9  | Aviation Pilot                                                                                                                                                                                                                                              | <b>PER MONTH</b>            | 1 |  |  |  |
| 6.10 | TK2200 Body-Worn Camera (Includes charger and molle mount)                                                                                                                                                                                                  | <b>EA</b>                   | 1 |  |  |  |
| 6.11 | Single Desktop Charging Dock (conjoins to others)                                                                                                                                                                                                           | <b>EA</b>                   | 1 |  |  |  |
| 6.12 | TK2200 Spare Battery                                                                                                                                                                                                                                        | <b>EA</b>                   | 1 |  |  |  |
| 6.13 | TK3100 DMR PTT Mobile/Base - Includes mounting, power cable, mic, LTE antenna and DMR antenna.                                                                                                                                                              | <b>EA</b>                   | 1 |  |  |  |
| 6.14 | Body Camera - Professional Package - Push to Talk, Tracking, Live Video, Video Management System, event logging, SOS alerts, geofencing, voice recording, unlimited dispatcher access, broadcast messaging etc. 6GB Data, 24/7 Support, 150GB Cloud Storage | <b>PER CAMERA PER MONTH</b> | 1 |  |  |  |
| 6.15 | Vehicle Radio Monthly Access Full - PTT, GPS tracking, event logging, incident reporting, SOS alerts, geofencing, voice recording, broadcast messaging etc.                                                                                                 | <b>PER RADIO PER MONTH</b>  | 1 |  |  |  |
| 6.16 | Samsung Ruggedized Galaxy Active 3 Lte 64gb Int Memory - Screen Protector & Ruggedized Casing                                                                                                                                                               | <b>EA</b>                   | 1 |  |  |  |

|          |                                                                                                                                                                                    |                              |   |  |  |  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---|--|--|--|
| <b>7</b> | <b>Security Operations Center</b>                                                                                                                                                  |                              |   |  |  |  |
| 7.1      | Security Operations Center: 24hr Call/Control/Monitor/Dispatch Centre Operator                                                                                                     | <b>PER CCC PER MONTH</b>     | 1 |  |  |  |
| 7.2      | Community Resilience & Risk Intelligence: Galaxy Nova Access: "Report to Us" Dashboard                                                                                             | <b>PER ACCOUNT PER MONTH</b> | 1 |  |  |  |
| 7.3      | Community Resilience & Risk Intelligence: Galaxy Nova Field Agent Mobile Application                                                                                               | <b>PER AGENT PER MONTH</b>   | 1 |  |  |  |
| 7.4      | Uniview Vms Solution - Up To 2000 Cctv Channels                                                                                                                                    | <b>EA</b>                    | 1 |  |  |  |
| 7.5      | Programme Manager                                                                                                                                                                  | <b>PER MONTH</b>             | 1 |  |  |  |
| 7.6      | Senior Operational Manager                                                                                                                                                         | <b>PER MONTH</b>             | 1 |  |  |  |
| 7.7      | Operators                                                                                                                                                                          | <b>PER HOUR</b>              | 1 |  |  |  |
| 7.8      | Senior Crime Analysts                                                                                                                                                              | <b>PER MONTH</b>             | 1 |  |  |  |
| 7.9      | Junior CRIME ANALYSTS                                                                                                                                                              | <b>PER HOUR</b>              | 1 |  |  |  |
| 7.10     | Data Capturers                                                                                                                                                                     | <b>PER HOUR</b>              | 1 |  |  |  |
| 7.11     | <u>Mainframe Server - CCC</u><br>Intel Xeon E-2288G 3,7GHz 16MB, Octa-Core CPU 32GB RAM 1TB NVMe SSD*<br>Windows Server 2019, Windows Server 2016, Windows Server 2012 R2 (64 bit) | <b>EA</b>                    | 1 |  |  |  |

|                    |                                                                                                                                                     |    |   |  |  |  |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----|---|--|--|--|
| 7.12               | <u>Application Server - Ccc</u><br>Intel Xeon E-2234<br>3,6GHz 8MB, Quad-Core CPU 8GB RAM<br>1TB NVMe SSD<br>Windows Server 2019                    | EA | 1 |  |  |  |
| 7.13               | <u>Workstation - CCC</u><br>Intel i5-11600K<br>3,9GHz, Hexa-Core CPU 8GB RAM 2GB<br>PCIe Graphics Card<br>100GB NVMe SSD<br>Windows 10 Pro (64 bit) | EA | 2 |  |  |  |
| 7.14               | 24" LED Screens -<br>Control Room<br>Monitoring Inc<br>Bracketery                                                                                   | EA | 2 |  |  |  |
| 7.15               | 42" LED Screens -<br>Control Room<br>Monitoring Inc<br>Bracketery                                                                                   | EA | 2 |  |  |  |
| <b>8</b>           | <b>Spot Bot AI System</b>                                                                                                                           |    |   |  |  |  |
| 8.1                | 4CH Spot Bot                                                                                                                                        | EA | 1 |  |  |  |
| 8.2                | 8CH Spot Bot                                                                                                                                        | EA | 1 |  |  |  |
| SUB-TOTAL          |                                                                                                                                                     |    |   |  |  |  |
| VAT                |                                                                                                                                                     |    |   |  |  |  |
| TOTAL INCUDING VAT |                                                                                                                                                     |    |   |  |  |  |

Percentage allowance on gross remuneration of workmen actually engaged .  
 ..... %

(b) Material

Percentage allowance on net cost of materials delivered on Site ..... %

(c) Construction Equipment

| Construction Equipment: (insert details) | Hourly rate<br>(Excluding VAT) |   |
|------------------------------------------|--------------------------------|---|
|                                          | R                              | c |
|                                          |                                |   |
|                                          |                                |   |
|                                          |                                |   |

|      |                                  |
|------|----------------------------------|
|      |                                  |
| Date | Signed on behalf of the Tenderer |

**NOTES**

- (i) If the percentage allowances are not stated by the tenderer in (a) and (b) above, or in the contract data, the percentages will be held to be:
  - 15% on the gross remuneration of workmen actually engaged,
  - 15% on the net cost of materials.
- (ii) Payments under Items (a) and (b) above will not be subject to price adjustment, but payments based on the rates under Item (c) will be adjusted in terms of clause 46.2 of the general conditions of contract.

# FORM OF OFFER & ACCEPTANCE

## MERAFONG CITY LOCAL MUNICIPALITY

### FORM OF OFFER

(Form of Offer & Acceptance)

THIS FORM MUST BE FILLED BY BOTH THE POTENTIAL TENDERER (PART 1) AND THE EMPLOYER/CLIENT (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL TENDERER AND THE EMPLOYER /CLIENT WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

#### **PART 1 (to be filled in by the tenderer at time of tender)**

|                 |                                                                                                                                                                                   |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BID NO          | PS(S&T) 09/11/2425                                                                                                                                                                |
| BID DESCRIPTION | Appointment of a service provider for the Establishment and operation of control room CCTV and alarm system for the Merafong City Local Municipality for a period of three years. |

Having examined the General and the Special Conditions of Contract, Specifications and Schedule of Quantities for the works of Tender:

.....  
 .....

I/We offer to provide the services in conformity with the General and the Special Conditions of Contract, Specifications and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

| Description                                                                                                                                                                       | Tender Amount (Incl. VAT) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Appointment of a service provider for the Establishment and operation of control room CCTV and alarm system for the Merafong City Local Municipality for a period of three years. |                           |

In words .....

|                 |  |
|-----------------|--|
| NAME (PRINT)    |  |
| CAPACITY        |  |
| SIGNATURE       |  |
| NAME OF COMPANY |  |
| DATE            |  |

My/our offer/s remains binding upon me and open for acceptance by the purchaser/client during the validity period (90 working days) indicated and calculated from the closing time of tender.

- The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bid documents, viz

- Invitation to Quote
- Returnable Schedules
- B-BBEE Certificate
- Declaration of interest
- Special Conditions of Contract
- Pricing schedules
- Scope of Works
- Central Supplier Database (CSD)

(ii) Other .....

2. Variances from and amendments to the documents listed in the Bill of Quantity and any addendum thereto as listed in the BID as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during the process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in the Service Level Agreement, which must be duly signed by the authorised representative(s) of both parties.
3. I/We confirm that we have satisfied ourselves as the correctness and validity of my tender, that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.
4. I/We confirm that Escalation will be applicable on this contract and will be calculated as per Contract Data & General Conditions of Contract 2017(GCC 2017)
5. I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.
6. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.
7. Unless and until a formal agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Representative acting on your behalf, shall constitute a binding Contract between us.
8. I/We understand that you are not bound to accept the lowest or any tender you may receive.
9. I/We further confirms that Merafong City Local Municipality has the right to cancel the tender if the funds necessary to cover the total envisaged expenditure of the tender are not available for the current financial year.
10. I/We declare that I/We have no participation in any collusive practices with any tenderer or any other person regarding this or any other tender.
11. I/We confirm that I/We am duly authorised to sign this contract:

|                 |  |
|-----------------|--|
| NAME (PRINT)    |  |
| CAPACITY        |  |
| SIGNATURE       |  |
| NAME OF COMPANY |  |
| DATE            |  |

|         |       |
|---------|-------|
| WITNESS |       |
| 1.      | ..... |
| 2.      | ..... |
| DATE:   | ..... |

**MBD 3.2**  
**PRICING SCHEDULE – NON-FIRM PRICES**  
**(PURCHASES)**

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

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

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

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

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

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

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

\*Delete if not applicable

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

| FACTOR<br>(D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|----------------------------------------------------|-------------------------|
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |

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

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

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

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

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

**MBD 4**  
**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....  
.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....  
.....

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

3.10.1 If yes, furnish particulars.  
.....  
.....

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

3.11.1 If yes, furnish particulars  
.....  
.....

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

3.12.1 If yes, furnish particulars.  
.....  
.....

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

3.13.1 If yes, furnish particulars.  
.....  
.....

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

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

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

MBD 5

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?  
\*YES / NO
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.  
.....  
.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?  
\*YES / NO
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

If yes, provide particulars.

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

\* Delete if not applicable

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

\*YES / NO

If yes, furnish particulars

.....

.....

Will any portion of goods or services be sourced from outside

\*YES / NO

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

If yes, furnish particulars

.....

.....

## CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## MBD 6.1

### MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim 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, 2022.**

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included)
- 1.2 a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... Preference point system shall be applicable; or  
b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender)
- 1.3. Points for this bid shall be awarded for:
- (a) Price; and
  - (b) RDP Goals (PPPR 2000) as depicted in the Merafong LM SCM Policy
- 1.4. The maximum points for this bid are allocated as follows:

|                                                                 | POINTS     |
|-----------------------------------------------------------------|------------|
| PRICE                                                           | 80         |
| RDP Goals (PPPR 2000) as depicted in the Merafong LM SCM Policy | 20         |
| <b>Total points for Price and RDP Goals must not exceed</b>     | <b>100</b> |

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for RDP Goals are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS

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



| Reconstruction and development programme Goals                                                                    | Number of points (90/10 system) | Number of points (80/20 system) | Claimed points accompanied by acceptable proof. |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------|-------------------------------------------------|
| The following Points are preferentially advancing Companies in areas where the goods/services are being procured. |                                 |                                 | Make a tick where applicable                    |
| Black people as defined                                                                                           |                                 | 10                              |                                                 |
| Black people living in rural or underdeveloped areas or townships                                                 |                                 | 10                              |                                                 |

## 5. BID DECLARATION

5.1 Bidders who claim points in respect of Specific Goals must complete the following:

## 6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 4.1

6.1 SPECIFIC GOALS : ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor)

## 7. SUB-CONTRACTING

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

7.1.1 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 or QSE

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

| Designated Group: An EME or QSE which is at least 51% owned by:   | EME<br>√ | QSE<br>√ |
|-------------------------------------------------------------------|----------|----------|
| 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                            |          |          |
| <b>OR</b>                                                         |          |          |
| Any EME                                                           |          |          |

**8 DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of firm : .....

8.2 VAT registration number : .....

8.3 Company registration number

.....

## 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

## 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

## 8.7 MUNICIPAL INFORMATION

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

## 8.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the municipality 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) Recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

**WITNESSES:**

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

|                                    |       |
|------------------------------------|-------|
| .....<br>SIGNATURE(S) OF BIDDER(S) |       |
| DATE:                              | ..... |
| ADDRESS:                           | ..... |
|                                    | ..... |
|                                    | ..... |

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1. ....

2. ....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|----------|---------------------------------------|-------|-----------------|-------------------------------------|--------------------------------------------------------------------|
|          |                                       |       |                 |                                     |                                                                    |

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

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

## MBD 8

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

| Item<br>Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1 Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>                                                                                                                       | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                |
| 4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                |

|                                   |                                                                                                                                                                                        |                                 |                                |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
|                                   |                                                                                                                                                                                        |                                 |                                |
| 4.3                               | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 If so, furnish particulars: |                                                                                                                                                                                        |                                 |                                |

#### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**MBD 9**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a) take all reasonable steps to prevent such abuse;
- b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**MBD 9**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

PS(S&T) 09/11/2425 – Appointment of a Service Provider for the Establishment And Operation of Control Room CCTV and Alarm System for the Merafong City Local Municipality for a Period of Three Years

(Bid Number and Description)  
in response to the invitation for the bid made by:

MERAFONG CITY LOCAL MUNICIPALITY  
(Name of Municipality)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)**  
**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restricted 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 tender documents for the receipt of Tenders.

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 goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender 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 tender 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 goods covered by the Tender will be manufactured.

1.17 "Local content" means that portion of the tender 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 tender documents.

- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the tender 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.

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

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder 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 tender documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

## **8. Inspections, tests and analyses**

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

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

8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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

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

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

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

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

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

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

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

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

## **14. Spare parts**

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

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

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

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

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

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of

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

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

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

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

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

## **16. Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

## **17. Prices**

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

## **18. Variation orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

(c) if the supplier, in the judgement of the purchaser, has 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.

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

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

## **25. Force Majeure**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, 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.

## **28. Limitation of Liability**

28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.2 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

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

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

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

31.1 Every written acceptance of a Tender 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 Tender 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 Tender SARS must have certified that the tax matters of the preferred bidder are in order.

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

### **33. Transfer of contracts**

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

### **34. Amendment of contracts**

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

### **35. Prohibition of restricted practices**

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

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

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned