



CLUSTER

COMMUNITY AND EMERGENCY SERVICES

UNIT

DURBAN METROPOLITAN POLICE SERVICE

DEPARTMENT

OPERATIONS

PROCUREMENT DOCUMENT

GOODS / SERVICES

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

Tender No: 1C-28502

Title: Request for Proposals for the supply, installation, commissioning, support, and maintenance of a Smart Policing Solution, together with associated smart technologies and equipment, for a period of three years

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: A Compulsory Clarification Meeting will be held at the Metro Police Headquarters Conference Room, 2nd Floor, 16 Archie Gumede Place, Durban on 18th June 2024 at 10h00.

Queries can be addressed to: All questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website by the 4th July 2024 for the benefit of all tenderers.

Contractual: Ndoda Mthembu; Tel: (031) 322 7188; email: ndoda.mthembu@durban.gov.za

Technical: Lunga Madlala Tel: (031) 322 8785; email: lunga.madlala@durban.gov.za; SSS Queries: Lindo Dlamini; Tel: 031 3227133 / 031 3227153; Email: Supplier.selfservice@durban.gov.za

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than:

Closing Date: Friday, 12 July 2024

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by: ETHEKWINI MUNICIPALITY

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

Deputy Head: METRO POLICE OPERATIONS

Issued: June 2024

Document Version: 24/02/2023

NAME OF TENDERER:	
Tender Price: R	VAT Registered: YES / NO (circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY
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TENDER No.: 1C-28502

DESCRIPTION: **Request for Proposals for the supply, installation, commissioning, support, and maintenance of a Smart Policing Solution, together with associated smart technologies and equipment, for a period of three years**

CLOSING DATE / TIME: Friday, 12 July 2024 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website (<https://www.etenders.gov.za/>), or
- the eThekwini Municipality's website (<https://www.durban.gov.za/pages/business/procurement>).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website: <https://ethekwinvendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer(s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

-

-

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- **If YES insert** your PR Number:

PR

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- **If YES, insert** your MAAA Number:

MAAA

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- **If YES insert** Vat Registration Number:

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer:

Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the **General Conditions of Contract** are applicable to these **Standard Conditions of Tender**. These definitions include:
 - “Closing time”
 - “Contract”
 - “Contract Price”
 - “Corrupt practice”
 - “Countervailing duties”
 - “Country of origin”
 - “Day”
 - “Delivery”
 - “Delivery ex stock”
 - “Delivery into consignees store or to his site”
 - “Dumping”
 - “Force majeure”
 - “Fraudulent practice”
 - “GCC”
 - “Goods”
 - “Imported content”
 - “Local content”
 - “Manufacture”
 - “Order”
 - “Project site”
 - “Purchaser”
 - “Republic”
 - “SCC”
 - “Services”
 - “Supplier”
 - “Tort”
 - “Turnkey”
 - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
 - (a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
 - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
 - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the **Standard Conditions of Tender** (Goods and Services), **Special Conditions of Tender (SCT)**, **General Conditions of Contract (GCC)** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the **Special Conditions of Contract (SCC)**, the **Occupational Health and Safety Act** (Act No. 85 of 1993), and the **eThekweni Code of Conduct**.

Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the **General Conditions of Contract** and **Special Conditions of Contract**. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

(1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

(2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

(3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the **SCT**.

(4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the **SCT**. Failure to attend a **compulsory** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. *Tenders* will only be evaluated from those tendering entities appearing on the attendance list.

(5) Closing Date and Delivery of Tender Submissions

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) Tender Validity and Withdrawal of Tenders

Tenders must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(5) Municipal Bidding Documents (which includes):

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the Municipality involved in the evaluation process.
Regulation 44 of the Supply Chain Management Regulations states that a Municipality or Municipal Entity may not make any award to a person:
 - (i) Who is in the service of the state;
 - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
 - (iii) Who is an advisor or consultant contracted with the Municipality or municipal entity.
 Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the Municipality shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.
The Municipality reserves the right to require of a tenderer, 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 Municipality.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form 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.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
 - State the name of the person(s);
 - State recognised trading name; and
 - State whether an owner, co-owner, proprietor, etc.

(b) Signing of Official Tender Form

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) Authority of Signatory

Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) Differences or Discrepancies

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) **Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. **INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. **SAMPLES**

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. **MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. **CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer must* supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. **PRICING**

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) **Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) **Unit Prices**

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the **Conditions of Contract**.

(3) **Firm Tenders**

Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) **Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. **ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. **DELIVERY, RISK, PACKAGES, ETC**

- (1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
- (2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the **SCT**.
- (3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
- (4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
 - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the Tenderer, unless otherwise provided for in the *SCT*.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$
 where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **P_{max}** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P_{min}** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **P_t** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

The **Specific Goals** for Preference Points are specified in the *SCT*.

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS

(1) Bribery

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) Communication, Councillors and Officials

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
 - Does not allow any preferred *Tenderer* a second or unfair opportunity;
 - Is not to the detriment of any other *Tenderer* ; and
 - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. ACCEPTANCE OF BID

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer* (s) shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
 - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
 - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
 - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

20. APPEALS

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 96 pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekweni Municipality in electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
 - (<https://www.etenders.gov.za/>), or
- the eThekweni Municipality's website
 - (<https://www.durban.gov.za/pages/business/procurement>).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender

General and Contractual Queries are to be directed to:

Ndoda Mthembu; Tel: (031) 322 7188; email: ndoda.mthembu@durban.gov.za

Technical Queries are to be directed to:

Lunga Madlala Tel: (031) 322 8785; email: lunga.madlala@durban.gov.za; SSS Queries: Lindo Dlamini; Tel: 031 3227133 / 031 3227153; Email: Supplier.selfservice@durban.gov.za

SCT 3(4) TENDER INFORMATION: Briefing Session

A Compulsory Clarification Meeting will be held at the Metro Police Headquarters Conference Room, 2nd Floor, 16 Archie Gumede Place, Durban on 29 May 2024 at 10h00.

SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 12 July 2024 at 11:00am.**

Bidders must submit a "hard copy" submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the

same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders

Tenders must hold good for 120 days following the date on which tenders are opened.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

The additional returnable schedules, forms, and certificates which can be found in Section 10 are:

- a) Annexure A – Technical Requirements
- b) Annexure B – Other Billable/Chargeable Items
- c) Annexure C – Technology Diagram and Architecture
- d) Annexure D – Technical Training Program
- e) Annexure E – Operator Training Program
- f) Annexure F – Equipment Technical Description
- g) Annexure G – Bidder Substantiating Evidence for Mandatory Requirements
- h) Annexure H – Bidder Substantiating Evidence for Technical Requirements
- i) Annexure I – Tenderer's accreditation letter from the Original Equipment Manufacturer (OEM)
- j) Annexure J - Curriculum Vitae of all proposed key resources
- k) Annexure K - Bidder's reference letter(s) on a contract of same or similar nature
- l) Annexure L - Approach and Methodology
- m) Annexure M - Implementation Plan
- n) Annexure N – Solution Integration Capabilities
- o) Annexure O – Skills Transfer Plan

SCT 14 EVALUATION PROCESS

The procedure for the evaluation of bids is a **4-stage evaluation process** and is summarised herein below:

- 1. Mandatory Requirements
- 2. Technical Requirements
- 3. Functionality
- 4. Price and Preference

Stage 1: Mandatory Requirements

The tenderers will be checked if they meet the mandatory requirements. **Any tenderer that does not meet any of the mandatory requirements will be deemed non-responsive and will not be evaluated any further.**

1.1 General Mandatory Requirements

- 1) Tenderer must be an accredited service provider of the product/solution offered and must attach an accreditation letter from the Original Equipment Manufacturer (OEM) to this effect.
- 2) Bidders must complete and submit Annexures A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O.
- 3) Bidders must provide at least one contactable project/reference site in Africa with Smart Policing implementation as envisaged in this tender in any municipal/government environment similar to eThekweni Municipality. The reference site(s) where the solution was successfully commissioned must clearly include all the elements required in this tender: dashcams, body-worn cameras, in-car tablets, smart dispatching platform, evidence management facility, etc.

Tenderer must attach an official letter from each reference site confirming the successful commissioning of that project, during the past 5 years, to the scope of goods and services of the same or similar nature as outlined in section 7. Each reference letter must be on the customer's letterhead (where the project was implemented) and it must be appropriately signed by an authorized official. In the case(s) of similar implementations, it is the service provider's responsibility to demonstrate similarity to the requirements of this tender. The description of each project should be put in tabular form under the following headings:

NAME AND ADDRESS OF CUSTOMER	CONTACT PERSON(S) AND TELEPHONE NUMBER OF CUSTOMER	PROJECT TITLE	NATURE AND DETAIL OF WORK UNDERTAKEN	VALUE OF WORK (inclusive of VAT)	DATE UNDERTAKEN AND COMPLETED

1.2 Solution Mandatory Requirements

For eThekweni to achieve what it needs to with Smart Policing, there are certain features and functionality that have to be delivered or it will not work. These are absolute necessities and are not negotiable. Either the Bidder can provide all of them in their solution or not. They must comply with and meet all the mandatory answers 100%. If there is one wrong or incomplete answer or any item missing from their service then they will be disqualified from the tender at this stage.

- a) The bidder must comply with ALL the requirements by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".
- b) The bidder must provide a unique reference number (e.g. page, binder/folio, chapter, section) to locate substantiating evidence under Annexure F in the bid response. During evaluation, eThekweni Municipality reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".
- c) The bidder must complete the declaration of compliance below by marking with an either "COMPLY", or "NOT COMPLY" with ALL solution mandatory requirements failing which it will be regarded as "NOT COMPLY".
- d) The bidder must comply with ALL the SOLUTION MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
- e) To avoid any misinterpretation, the substantiating evidence must be clear, succinct, structured, factual, and relevant to the evaluation question. Irrelevant responses and documentation will not be assessed.
- f) The solution mandatory requirements must be traceable to meet the eThekweni Municipality's scope as contained in this bid and must limited to what is necessary to meet the business requirement.

	SOLUTION MANDATORY REQUIREMENTS	COMPLY YES/NO	SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
1.	The proposed solution must support the following:	Bidder must complete	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure F.
1.1	Integration with eThekweni's existing CCTV platform. The Smart Dispatching solution must be able to invoke intelligent video surveillance capabilities for intelligent analysis. Evidence of such capabilities must be provided		
1.2	Integration/interconnection with narrowband systems, PSTN, wireless radio systems (e.g. TETRA), video conferencing system, and video surveillance system through one platform		
1.3	Evolution to the private enhanced LTE (eLTE) network system with the ability to receive and trigger all types of calls: P2P voice calls, group voice calls, private calls, video calls, etc.		
1.4	Terminals in the proposed solution must comply with the LTE standard, and be able to operate properly for both public and private networks		
1.5	GUI interface and visualized dispatching to support various GIS map operations and video dispatch functions.		
1.6	Ability to display personnel, mobile devices, video surveillance sites, and dispatched tasks on a map at the same time, as well as the capability to display the information by layers according to filtered data		
1.7	The OEM vendor must have a facility in South Africa (lab, centre, etc.) to support activities such as solution testing, solution pre-integration, solution verification, etc.		
1.8	Ability to record, store, and playback all types of incoming and outgoing voice and video data on premise – cloud storage will not be acceptable.		
1.9	Support for automatic forwarding of alarm information to onsite intelligent terminals, based on pre-set alarm push rules		
1.10	All the different types of terminals and equipment provided must work and communicate seamlessly to ensure service interoperability, and functionality matching.		

	SOLUTION MANDATORY REQUIREMENTS	COMPLY YES/NO	SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
1.11	Backup and recovery function. If one smart dispatching platform is unavailable, the platform can be switched to another available server.		
1.12	Robust and configurable role-based administration, authorizations, and user access to data providing various access privileges based on customer needs		
1.13	Artificial Intelligence (AI) capabilities as an integral part of the solution		
1.14	Ability to enforce standardization - does the solution adhere to industry open standards and APIs supporting most major vendors and technologies.		List all the international standards and APIs that your platform supports
1.15	Scalability - Can the product accommodate the demands of large enterprise implementations, i.e. number of users, number of field devices (BWCs, dashcams, cameras, etc.), volume of video footage and data, etc.?		
1.16	Manageability - toolkits provided, ability to manage and tune the solution for more efficient operation, ease of reconfiguration by developers or users, management tools, ease of use, flexibility, etc. Comprehensive BI and Reporting capabilities		
1.17	Integration with ESRI's ArcGIS software: • Map accuracy must be at least 10 meters. • Enables users to select terminals around the incident location on the map for surveillance deployment. • Enables the smart dispatch platform to locate terminals such as handheld terminals, body worn camera, and fixed cameras on the map • Provides command capabilities based on the GIS map, and can play back the GIS tracks of terminals on the map. • Ability to set alarm areas on the map. If the terminal leaves this area, an alarm is generated. • Enables users to quickly create dynamic groups by selecting circles or boxes on the map. • Supports the display and switching of layers for resources, devices, and tasks.		

Stage 2: Technical Requirements

The minimum number of evaluation points for Technical Requirements is 85. This means for the solution to work acceptably and deliver the outcomes that eThekweni desires, the Bidder's solution must have the capability and maturity to fulfil at least 85% of the technical requirements. If a Bidder scores less than 85%, then it shows that its proposed solution does not have the level of capability and maturity to fulfil this contract, and that their solution functionality is not at a level that is acceptable. **Tender offers that fail to score the minimum number of evaluation points for Technical Requirements will be rejected as non-responsive.**

The requirements in this section will be used by the bid evaluation committee to evaluate the technical requirements of the proposed solution. The technical requirements questions are there to ascertain the level of the Bidder's service capability and maturity, as well as gauge the level of compliance to the municipality's technical requirements.

- a) The Bidder must complete in full, all of the TECHNICAL REQUIREMENTS.
- b) The bidder must provide a unique reference number (e.g. page, binder/folio, chapter, section) to locate substantiating evidence under Annexure G in the bid response. During evaluation, eThekweni Municipality reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".
- c) Substantiating evidence must be succinct and relevant to the evaluation question. Irrelevant responses and documentation will not be assessed.
- d) Evaluation per requirement. The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.

The full technical requirements can be found in **Annexure A**.

Each technical requirement will be evaluated using the following scoring system:

Evaluation criteria	Score
Non-Compliant (meets none or less than 30% of the requirement or there is no substantiation)	0
Partially Compliant (meets at least 80% of the requirement and there is substantiation)	3
Fully Compliant (meets or exceeds 100% of the requirement AND some additional requirements and there is substantiation)	5

Calculating the threshold: In this section, there are a total of 266 questions. All questions carry the same weight. If the Bidder were to get full points i.e. 5 points per answer, the calculation is:

$$5 \text{ points} \times 266 \text{ questions} = 1330 \text{ points which is the equivalent of } 100\%.$$

However, not everyone will get full points per answer and they may get any number between 0 and 5. Therefore, to determine the final score for each bidder, the evaluators will simply add all the points and then calculate the percentage out of 1330 points, i.e.

$$\% \text{score} = (\text{total points achieved}) \div 1330 \times 100$$

The table below demonstrates the scoring:

No .	Technical Requirements	Max Points	Max %	SP1 Points	SP1 %	SP2 Points	SP2 %
1.	Smart Dispatching Platform: (1.1 – 1.48)	240	18%	220	17%	160	12%
2.	Smart Dispatching Platform Server: (2.1 – 2.4)	20	2%	17	1%	15	1%
3.	TETRA Gateway: (3.1 – 3.10)	50	4%	45	3%	35	3%
4.	PSTN Gateway: (4.1 – 4.5)	25	2%	20	2%	30	2%
5.	CCTV Gateway: (5.1 – 5.7)	35	3%	35	3%	30	2%
6.	Smart Handheld Terminal: (6.1 – 6.18)	90	7%	85	6%	95	7%
7.	Smart Vehicle-Mounted Terminal: (7.1 – 7.12)	70	5%	46	3%	45	3%
8.	Body Worn Camera: (8.1 – 8.18)	120	9%	78	6%	70	5%
9.	Docking Station: (9.1 – 9.22)	110	8%	110	8%	90	7%
10.	Digital Evidence Management System: (10.1 – 10.21)	145	11%	120	9%	85	6%
11.	Dash Camera: (11.1 – 11.13)	65	5%	60	5%	60	5%
12.	65/75/86-inch Videoconferencing Interactive Whiteboard : (12.1 – 12.15)	75	6%	75	6%	60	5%
13.	CoB LED Video Wall (13.1 - 13.13)	65	5%	60	5%	15	1%
14.	Smart Cameras (14.1 – 14.11)	55	4%	40	3%	50	4%
15.	Storage (15.1 – 15.5)	25	2%	20	2%	20	2%
16.	ANPR (16.1 – 16.28)	140	11%	120	9%	90	7%
17.	Network Video Recorder (17.1 – 17.5)	25	2%	25	2%	20	2%
TOTAL		1330	100%	1176	88%	970	73%

Stage 3: Functionality

The minimum threshold for functionality evaluation is 75 points. Bidders who fail to meet the minimum number of functionality points will be deemed as non-responsive and will not be eligible for further evaluation.

The Functionality Criteria are outlined below:

Criteria	Explanation	Maximum Points
Solution Integration Capabilities	The Solution must demonstrate integration into the eNATIS database	10
	The Solution must demonstrate integration into the SAPS database (crime processing system, etc.)	10
Ability to Execute	Bidder to provide a list of all staff that will be assigned to the contract, including CV's, proof of qualifications and traceable references for everyone. Key personnel allocated to the project must have relevant experience and minimum qualifications required.	40
Approach and Methodology	The methods and techniques that will be employed to provide such services to Metro Police, and the tenderer's implementation methodology and project management techniques must be elaborated upon	20
Implementation Plan	Define how the project will be executed - project goals, purpose, scope, timetable and activities, budget, key milestones & deliverables, resources (including team members), key risks & mitigation, must be outlined	20
Maximum possible score for FUNCTIONALITY		100

Details of the above criteria, scoring matrix, and their prompts for judgement are provided below:

1. Integration into eNATIS database (10 POINTS)

FUNCTIONALITY	PROMPT FOR JUDGEMENT
Nil (0)	No submission or the solution does not have integration capabilities into eNATIS
Poor (4)	The solution does not currently integrate into eNATIS but the integration can be developed (at service provider cost)
Satisfactory (6)	The solution has the necessary tools, platforms and capabilities to integrate but is currently not integrated with eNATIS
Good (10)	The solution integrates into eNATIS and it can be demonstrated

2. Integration into SAPS database (10 POINTS)

FUNCTIONALITY	PROMPT FOR JUDGEMENT
Nil (0)	No submission or the solution does not have integration capabilities into SAPS
Poor (4)	The solution does not currently integrate into SAPS but the integration can be developed (at service provider cost)
Satisfactory (6)	The solution has the necessary tools, platforms and capabilities to integrate but is currently not integrated with SAPS database
Good (10)	The solution integrates into SAPS and it can be demonstrated

3. Ability to Execute (20 POINTS) – Experience: 10 points
Qualifications: 10 points

Curriculum Vitae of the proposed key resources clearly indicating resource type, skills, experience and qualifications. Proof of qualifications must be attached. A Bachelor's degree envisaged in this section equates to NQF Level 7.

Project Manager (1)	<u>Experience:</u> 1) At least 5 years' experience in managing projects of the same or similar nature 2) The use of the latest project management methodologies and their application. 3) Managing relationships, identifying needs and improvement opportunities, overseeing delivery, facilitating meetings, feedback reporting and managing the on-site activities. <u>Qualifications:</u> 1) Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.) 2) Project Management certification (Prince2 or PMBOK)
Technical Lead (1)	<u>Experience:</u> 1) At least 3 years' experience in providing technical leadership and overseeing technical teams on projects of same or similar nature 2) As a subject matter expert in the underlying technologies and technical systems architecture, the Technical Lead must have experience in best practice solution design, architecture, deployment providing technical direction and guidance, and implementing strategies that will ensure the availability and ongoing effectiveness and efficiency of the solution <u>Qualifications:</u> 1) Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.)
Field Engineers (2)	<u>Experience:</u> At least 3 years' experience in diagnostics, troubleshooting systems to identify problems, handling interactions of multiple technical systems and components, dealing with on-site complex technology systems, and doing installations, configurations, management, support and maintenance of all field equipment <u>Qualifications:</u> 1) Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.)

Integration Specialist (1)	Experience: At least 3 years' experience integrating complex systems Qualifications: 1) Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.)
IT Technician (2)	Experience: At least 3 years' experience in installations, configurations, troubleshooting, upgrades, support, and maintenance of computer equipment and networks Qualifications: Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.)
Smart Dispatching Platform Technician (1)	Experience: At least 3 years' experience working with smart dispatching platforms including installation, configuration, maintenance, administration of all communication and network services Qualifications: 1) Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.)

The prompts for judgement of the **Experience of Key Staff** will be as follows:

FUNCTIONALITY	PROMPT FOR JUDGEMENT
Nil (0)	No submission
Poor (40%)	Key personnel allocated to the project have less than the relevant experience. Detailed CVs with references are provided for each person.
Satisfactory (70%)	Key personnel allocated to the project have relevant minimum experience. Detailed CVs with references are provided for each person.
Good (90%)	Key personnel allocated to the project have more than relevant experience. Detailed CVs with references are provided for each person.
Very Good (100%)	Key personnel allocated to the project have relevant experience which far exceed the minimum experience required. Detailed CVs with references are provided for each person.

- Each staff member's qualification will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good with corresponding scores of 0, 40, 70, 90 or 100 percent respectively.
- The final points will be determined by the weighted score.
- The scores used in the evaluation of Key Staff shall be as per the following Scoring table:

Job Title	Experience of Key Staff				Weight
	Score 40%	Score 70%	Score 90%	Score 100%	
Project Manager	<5	$\geq 5 \leq 7$	$> 7 \leq 10$	> 10	5
Technical Lead/Lead Engineer	<3	$\geq 3 < 4$	$> 4 \leq 5$	> 5	4
Field Engineer (2)	<3	$\geq 3 < 4$	$> 4 \leq 5$	> 5	3
Integration Specialist	<3	$\geq 3 < 4$	$> 4 \leq 5$	> 5	3
IT Technician (2)	<3	$\geq 3 < 4$	$> 4 \leq 5$	> 5	3
Smart Dispatching Platform Technician	<3	$\geq 3 < 4$	$> 4 \leq 5$	> 5	2

The prompts for judgement of the **Qualifications of Key Staff** will be as follows

FUNCTIONALITY	PROMPT FOR JUDGEMENT
Nil (0)	No submission

Poor (40%)	Key personnel allocated to the project have less than the minimum qualification required, i.e. less than NQF level 7. Proof of qualifications and detailed CVs with references are provided for each person.
Satisfactory (70%)	Key personnel allocated to the project have relevant minimum qualification required (NQF 7). Proof of qualifications and detailed CVs with references are provided for each person.
Good (90%)	Key personnel allocated to the project have more than relevant minimum qualification required (NQF 8). Proof of qualifications and detailed CVs with references are provided for each person.
Very Good (100%)	Key personnel allocated to the project have relevant experience which far exceed the minimum qualification required (at least NQF 9). Proof of qualifications and detailed CVs with references are provided for each person.

- Each staff member's experience will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good with corresponding scores of 0, 40, 70, 90 or 100 percent respectively.
- The final points will be determined by the weighted score.
- The scores used in the evaluation of Key Staff shall be as per the following Scoring table:

Job Title	Qualifications of Key Staff				Weight
	Score 40%	Score 70%	Score 90%	Score 100%	
Project Manager	<NQF 7	NQF 7	NQF 8	> NQF 8	5
Technical Lead/Lead Engineer	<NQF 7	NQF 7	NQF 8	> NQF 8	4
Field Engineer (2)	<NQF 7	NQF 7	NQF 8	> NQF 8	3
Integration Specialist	<NQF 7	NQF 7	NQF 8	> NQF 8	3
IT Technician (2)	<NQF 7	NQF 7	NQF 8	> NQF 8	3
Smart Dispatching Platform Technician	<NQF 7	NQF 7	NQF 8	> NQF 8	2

4. Approach and Methodology (20 POINTS)

Bidders must submit an implementation program that details the following elements:

- 1) Business process blueprint
- 2) Rollout Roadmap
- 3) Roles have been defined
- 4) The approach that will be employed to deliver the project
- 5) The methods and techniques that will be employed to deliver the project
- 6) A sound project management methodology has been included
- 7) Project phases, activities, and tasks
- 8) Quality management

The prompts for judgment of the approach and methodology paper will be as follows:

FUNCTIONALITY	PROMPT FOR JUDGEMENT
Nil (0)	No submission or submission does not cover any of the elements/requirements.
Poor (40%)	The proposal is included but lacks details and shows limited understanding of the requirements of the approach and methodology. Tenderer has covered at most 3 aspects listed in the approach and methodology requirements.
Satisfactory (70%)	The proposal includes a methodology. The brief is well understood, clearly articulated, and key elements of the requirements are adequately addressed. Tenderer has covered at most 5 of the 10 aspects listed in the approach and methodology requirements
Good (90%)	The proposal includes a methodology and clearly demonstrates an understanding of the project's scope and requirements. Tenderer has covered at most 7 aspects listed in the approach and methodology requirements

Very Good (100%)	A unique proposal that is strongly aligned to and identifiable with the project has been submitted. The full required scope has been included, the product offering has the potential to leave lasting legacy and provision has been made for every eventuality. Tenderer has covered all the 8 elements of the approach and methodology requirements
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The scoring of the approach and methodology paper will be as follows:

Item Description	Number of Items covered				Weight
	Score 40%	Score 70%	Score 90%	Score 100%	
Approach and Methodology	<3	≥ 4 ≤ 5	> 5 ≤ 7	>7	20

5. Implementation Plan (20 POINTS)

Bidders must submit an implementation program that details the following elements:

- 1) Project timetable and activities
- 2) Key risks and mitigation
- 3) Scope and budget allocation
- 4) Key milestones, deliverables and project dependencies
- 5) Project team and resource allocation
- 6) Quality control
- 7) Key Risks & Mitigation
- 8) Change management strategy
- 9) Roles and responsibilities
- 10) Critical success factors

The prompts for judgment of the implementation plan will be as follows:

FUNCTIONALITY	PROMPT FOR JUDGEMENT
Nil (0)	No submission submitted or the submission does not cover any of the elements/requirements.
Poor (40%)	The proposal is included but lacks details and shows limited understanding of the requirements of the implementation plan. Tenderer has covered at most 4 aspects listed in the requirements.
Satisfactory (70%)	The brief is well understood, clearly articulated, and key elements of the requirements are adequately addressed. Tenderer has covers at most 7 out the 10 elements of the implementation plan requirements.
Good (90%)	The proposal clearly demonstrates a good understanding of the project's scope and requirements. Tenderer has covers at most 9 out the 10 elements of the implementation plan requirements.
Very Good (100%)	A unique proposal that is strongly aligned to and identifiable with the project has been submitted. Tenderer has covered all the 10 elements of the implementation plan requirements.

The scoring of the implementation plan will be as follows:

Item Description	Number of Items covered				Weight
	Score 40%	Score 70%	Score 90%	Score 100%	
Implementation Plan	<5	≥ 5 ≤ 7	> 7 ≤ 9	>9	20

Stage 4: Preference Point System and Specific Goals

a) The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations

(2022).

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified in Regulation 5.1 of the Preferential Procurement Policy Framework Act Regulations (2022).

b) Specific Goals

The definitions as per the SCM Policy are applicable.

Preference Points (10) will be derived from points claimed on Returnable Document **MBD 6.1: "Preference Points Claim Form"** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

Ownership Goal

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1=50%)	0%	N/A	0
	>0% and <51%	N/A	4
	≥51% and <100%	N/A	7.5
	100%	N/A	10
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) - Companies and Intellectual Property Commission registration document (CIPC) - CSD report. - B-BBEE Certificate of the tendering entity. - Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). - Agreement for a Consortium, Joint Venture, or Trust.			

RDP Goal: The promotion of South African owned enterprises

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Location (w2=50%)	80/20	90/10
Not in South Africa	N/A	0
South Africa	N/A	2.5
KZN	N/A	5
ETM	N/A	10
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) CSD report		

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

ACT 1 ELIGIBILITY – CSD REGISTRATION

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

ACT 2 APPOINTMENT OF SERVICE PROVIDERS

Due to the high degree of integration that will be required of the smart policing environment, the envisaged complexity in implementing the solution, and the criticality of the solution to 24x7 service delivery, eThekwin Municipality intends to award the tender to a single service provider to deliver the services and goods as described herein.

ACT 3 PRICING INSTRUCTION

Tenderers who deviate from the prescribed pricing schedule (section 8) will be disqualified and not considered for further evaluation.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

1) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. [1C-28502](#) and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

Tenderers are to include, at the back of their tender submission document, a printout of the following documents:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

3) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT

Definitions

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME (Block Capitals):**Date****SIGNATURE:**

5(a) MBD 4: DECLARATION OF INTEREST**NOTES**

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

- (a) a member of:
 - (i) any municipal council.
 - (ii) any provincial legislature.
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
- (f) an employee of Parliament or a provincial legislature.

“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.

- 1 No bid will be accepted from persons **in the service of the state**.
- 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 and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

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 / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

3.9 Have you been in the service of the state for the past twelve months?

If yes, furnish particulars:

.....

Circle Applicable

YES

NO

YES

NO

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

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

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

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

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

If yes, furnish particulars:

.....

.....

- 4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

.....

Date

SIGNATURE:

.....

5(b) **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.

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?		
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars.		
3.0	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?		
3.1	If YES, provide particulars.		
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?		
4.1	If YES, provide particulars.		

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1.0 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 The applicable preference point system for this tender is the **90/10 preference point system**.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

2.1 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2 DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$		$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, the municipality must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and points claimed are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals.

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (80/20 system)	Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	n/a	10	n/a	
RDP Goal: The promotion of South African owned enterprises.	n/a	10	n/a	
Should the municipality apply a combination of Specific Goals, the points for the individual goals will be weighted according to the Goal Weightings specified in the Tender Data to arrive at the final points for Preferential Points for Specific Goals .				

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

NAME (Block Capitals):

Date

SIGNATURE:

5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - been convicted for fraud or corruption during the past five years.
 - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

- 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

- 4.1.1 If YES, provide particulars.

.....

.....

- 4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

- 4.2.1 If YES, provide 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?

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

- 4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES

NO

4.4.1 If YES, provide particulars.

.....

- 4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES

NO

4.5.1 If YES, provide particulars.

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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.

NAME (Block Capitals):

Date

SIGNATURE:

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 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.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

NAME (Block Capitals):

Date

SIGNATURE:

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of 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 bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in 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 bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, [unless otherwise specified](#).

8. Inspections, tests and analyses

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

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

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

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

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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 bid, with the exception of any **price adjustments authorized** or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the **time schedule prescribed** by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, 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:
- 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;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - 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.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or 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 bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 1.2 CONTRACT

The duration of this contract is 36 months.

SCC 7.1 PERFORMANCE SECURITY

The liability of the Performance Security shall be Nil.

SCC 12.1 TRANSPORTATION

No separate costs will be paid by the Municipality for transportation of the goods.

SCC 16.1 PAYMENT

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

SCC 17 PRICES

Prices are fixed for the duration of the contract.

SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE

The service provider must ensure that they keep minimum stock levels in order to meet contractual obligations. The service provider will be required to supply and deliver goods to the Municipality within 30 days from the time of issuing an official purchase order.

The successful bidder must perform the services in terms of the table below in respect of the implementation and support scope stipulated under Section 7 of this tender document.

Level	Required Response Time
1 - High	8 Hrs
2 - Medium	16 Hrs
3 - Low	24 hrs
4 - General Query	48 Hrs

For the project deliverables, the service provider will be required to perform services in terms of the project milestones which will be agreed upon by all parties to this contract.

SCC 22.1 **PENALTIES**

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):

Level	Penalty per hour/milestone the delivery is delayed (%)
1 - High	3%
2 - Medium	2%
3 - Low	1%
4 - General Query	0.5%

ADDITIONAL CONDITIONS OF CONTRACT

ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC2 QUALITY OF PRODUCTS

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

ACC3 SATISFACTORY PERFORMANCE

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC4 ESTIMATED QUANTITIES

The quantities stated in Section 8 are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

ACC5 OCCUPATIONAL INJURIES AND DISEASES ACT

This act replaces the Workmen's Compensation Act.

The supplier **shall, before commencement of work, produce documentary proof to the Deputy City Manager, Treasury: Finance that they have complied in all respects with the provisions of the Occupational Injuries and Diseases Act.** The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC6 DAMAGE TO PERSONS AND PROPERTY

- (1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- (2) The supplier enters into this contract as an independent contractor and shall be solely liable in respect of any claim of death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto

ACC7 SERVICE PROVIDER OFFICE REQUIREMENTS

The service provider must have, for the duration of the contract, a local office (within the geographical eThekweni boundary) with sufficient resources to provide continuous support and maintenance services.

ACC8 SERVICE PROVIDER VETTING

1. Both the service provider and its personnel that will be working on the project providing the service to the municipality must be cleared by the SAPS to the level of CONFIDENTIAL. Obtaining a positive recommendation is the responsibility of the service provider concerned.
2. SAPS Police Clearance Certificates (PCCs) of all personnel providing the service must be supplied on request, i.e. having no criminal record or found to have not committed any criminal act during the contract period.
3. Any personnel that do not meet the requirements as stipulated in points 1 and 2 above, will not be eligible to participate in this contract. The service provider will have to replace that person(s) with individuals that have the same qualifications and experience as required in this contract, and as per paragraphs 1 and 2 above

ACC9 POPIA

The successful bidder must comply with the Protection of Personal Information (POPI) Act. The service provider will implement all such security measures to safeguard all information/documentation during and after the contract period. All data remains the property of eThekweni throughout and post the contract and it must be handed over to eThekweni at the end of the contract. No eThekweni data is to leave the eThekweni premises for any purpose whatsoever or exchanged to external parties. This includes raw data or personally identifiable information (PII data), unless if it is required by the law.

ACC10 SKILLS TRANSFER

It is a condition of contract that the service provider must implement a Skills Transfer Plan to empower the eThekweni users. This plan must transfer skills to eThekweni Municipality users for the duration of the contract for each of the Smart Policing services provided.

ACC11 SERVICE LEVEL AGREEMENT

A service level agreement (SLA) will be entered into with the Service Provider(s) that will stipulate, for all services that are to be provided, minimum service levels that the service provider(s) must comply with.

It will further detail the roles and responsibilities of both parties in relation to the services to be provided, the core working hours for all resources assigned to the service, the location of the services and mechanisms that will be put in place to monitor and report on the performance of the parties in terms of the SLA.

The SLA will be signed by authorized representatives of both parties and shall be applicable for the duration of the contract as per the terms and conditions thereof.

ACC12 SERVICE PROVIDER KEY STAFF REQUIREMENTS FOR THE DURATION OF THE CONTRACT

The appointed service provider must for the duration of the contract have as part of its staff establishment at all material times Key Staff resources that have at least the level of experience and qualifications as indicated below.

If any of the Key Staff resources leaves the Service Provider's employment, it is incumbent upon the Service Provider to ensure that the Key Staff resources in its employ meet the following requirements

Project Manager (1)	<u>Experience:</u> 4) At least 5 years' experience in managing projects of the same or similar nature 5) The use of the latest project management methodologies and their application. 6) Managing relationships, identifying needs and improvement opportunities, overseeing delivery, facilitating meetings, feedback reporting and managing the on-site activities. <u>Qualifications:</u> 3) Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.) 4) Project Management certification (Prince2 or PMBOK)
Technical Lead/Engineer (1)	<u>Experience:</u> 3) At least 3 years' experience in providing technical leadership and overseeing technical teams on projects of same or similar nature 4) As a subject matter expert in the underlying technologies and technical systems architecture, the Technical Lead must have experience in best practice solution design, architecture, deployment providing technical direction and guidance, and implementing strategies that will ensure the availability and ongoing effectiveness and efficiency of the solution <u>Qualifications:</u> 2) Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.)
Field Engineers (2)	<u>Experience:</u> At least 3 years' experience in diagnostics, troubleshooting systems to identify problems, handling interactions of multiple technical systems and components, dealing with on-site complex technology systems, and doing installations, configurations, management, support and maintenance of all field equipment <u>Qualifications:</u> 2) Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.)
Integration Specialist (1)	<u>Experience:</u> At least 3 years' experience integrating complex systems <u>Qualifications:</u> 2) Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.)
IT Technician (2)	<u>Experience:</u> At least 3 years' experience in installations, configurations, troubleshooting, upgrades, support, and maintenance of computer equipment and networks <u>Qualifications:</u> Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.)
Smart Dispatching Platform Technician (1)	<u>Experience:</u> At least 3 years' experience working with smart dispatching platforms including installation, configuration, maintenance, administration of all communication and network services <u>Qualifications:</u> 2) Bachelor's degree in Electronics or equivalent (Engineering, Computer Science, Information Technology, Telecommunications, etc.)

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

7.1 INTRODUCTION

The world as we know it is continually and rapidly changing, with one of the fundamental drivers being digital transformation and smart cities, and digital technologies are bringing transformative change to society at breath-taking speed. Emerging technologies continue to expand the boundaries of the possible and drive digital transformation deeper or more effectively. New technologies, new methods, and new ideas have also brought significant change to law enforcement. Police and law enforcement agencies across the world are driving the change, pioneering creative ideas, adapting to changing contexts, and incorporating insights from officers and community partners. The innovations that are shaping the future of law enforcement begin with emerging technologies that support new concepts of operations, enabling the interventions and relationships that keep society safe. Innovations can take the form of new concepts, new methods, or new tools. But innovation tends to work best when all these forms come together to enable police and law enforcement agencies to have greater insight and impact than ever before. Police Officers need to be able to assess their environment rapidly, leverage technology as they pursue public safety, mine data for insights on what to do next, scale up their successes, and get deeply involved in their communities.

Smart policing is an innovative approach that uses technology and data to enhance law enforcement efforts and improve public safety. The Smart Policing concept for Metro Police represents a strategic approach that brings more science into police operations by leveraging innovative applications of analysis, technology, and evidence-based practices.

7.2 PURPOSE OF THE PROJECT

The project's vision is to have an attractive, safe and healthy city that enables communities to develop socially, culturally and economically to ensure a good quality of life for all citizens. To realize this vision, the municipality has a need for:

- Integrated policing
- Unified communication and collaboration
- Enhanced control of police resources to ensure productivity and reduce vehicle abuse
- Agility and mobility
- Situational awareness
- Predictive analysis and proactive decision making
- Citizen engagement
- Integration with other entities, e.g. SAPS, Courts, Home Affairs, Transnet, eNatis
- Improved conviction rates
- Rapid response times
- Conducive economic and investment environment
- Improved tourism

The project is needed because Metro Police face many challenges:

- Manual processes and procedures (paper-based systems) in the collection, storage, and securing of evidence (risk losing critical information/evidence)
- Inability to monitor the physical location and movement of police officers and patrol vehicles
- High number of allegations of bribery and corruption by police members
- Significant amount of overtime expenditure incurred by Metro Police and difficulty in monitoring members that are working overtime
- Poor ICT systems and lack of supporting technologies which prevent police officers from getting on with their jobs.
- Orthodox dispatch system which is based on voice dispatching, and the dispatching of patrols and enforcement is currently a manual process which takes an unacceptably long time.
- Lack of data analytics which makes proactive policing difficult.

- Disparate systems (no integration with SAPS and other key agencies)
- Increasing civil unrest
- Unfunded mandates

The project will fulfil these needs by leveraging policing technology, digitizing and transforming manual processes, reskilling the police force, introducing a new operating model, leveraging big data analytics, and involving communities in all public safety matters. Its ultimate goal is to improve policing performance and effectiveness while containing costs. which is an important consideration in today's fiscal environment.

7.3 OBJECTIVES OF SMART POLICING

- 1) Reduce crime and improve public safety
- 2) Build a data-driven, evidence-based policing organization
- 3) Improve law enforcement efficiency and effectiveness
- 4) Increase productivity
- 5) Improve police accountability
- 6) Reduce operating costs (transportation and employee related costs) through improved dispatching with the use of new technology.
- 7) Improve success in the prosecution of all types of offenders

7.4 BENEFITS OF SMART POLICING

- 1) Crime prevention: Smart policing will allow Metro Police to identify crime hotspots and patterns, helping them to prevent crime before it happens. By analysing data from various sources, including social media, traffic cameras, and crime reports, police can identify areas where criminal activity is likely to occur and take proactive measures to stabilize, prevent and eliminate it.
- 2) Improved response times: With smart policing, Metro Police can respond to emergencies more quickly and efficiently. By using real-time data, officers can quickly locate and respond to incidents, improving response times and reducing the potential for further harm.
- 3) Enhanced investigative capabilities: Smart policing tools can help Metro Police to solve crimes more quickly and effectively. By analyzing data from various sources, including social media, surveillance footage, and witness reports, investigators can identify suspects and develop leads more quickly, leading to more successful investigations.
- 4) Better resource allocation: Smart policing will help Metro Police to allocate resources more effectively, improve productivity, recover costs from any Unit or group for any extra police resources that they require to conduct their businesses or events, prevent the misuse of police resources, and reduce overtime. By analyzing data on crime patterns and trends, Metro Police can determine where to allocate resources, such as additional patrols or surveillance cameras, to prevent crime and improve public safety.
- 5) Increased transparency: Smart policing can help to increase transparency and accountability in law enforcement. By using data to track officer performance and identify areas for improvement, agencies can ensure that officers are held accountable for their actions and that the public has confidence in their ability to keep communities safe. The ability to manage the officer's activities on a dashboard through the Metro Police command center will eliminate abuse of power, bribery, vehicle abuse, and corruption.
- 6) Improved community relations: Smart policing can help to improve community relations by promoting trust and transparency between Metro Police and the public. By using data to identify community concerns and develop targeted solutions, Metro Police can educate the public about safety trends, demonstrate their commitment to addressing community needs, and improve public safety.

7.5 BACKGROUND

Since the formation of the Durban Metropolitan Police Service more than 20yrs ago, there has been a glaring absence of police technology and modern techniques within eThekweni Municipality to enhance its mandatory functions, i.e. Road Traffic Enforcement, By- Law Enforcement, Crime Prevention and playing a supportive role to crowd control to SAPS (Public Order Policing).

The dispatching of patrol officers is currently a manual process. The time it takes the radio operator to dispatch the closest patrol officer to an incident is time consuming. On numerous occasions, there are more patrol officers at an incident than is required which leads to a waste of resources. This leaves other areas at risk due to patrol officers leaving their area of patrol to assist the member that required assistance. Metro Police wants to reduce its operating costs (transportation and employee related costs) through improved dispatching with the use of new technology like visualization, smart dispatching, etc. This will also reduce the carbon footprint of Metro police operations. Monitoring police members that are working overtime is difficult. Due to the vast geographic areas that they are required to cover, physical monitoring of members is not as effective as it should be. The safety of police officers is of great concern as the current patrol vehicles and patrol officers' body armour lack critical security elements. There is also widespread abuse of police vehicles.

Currently the Metro Police has various communication systems. Unfortunately, these systems are not integrated, some are placed in various municipal units and some are inaccessible to Metro Police. This results in the slow process of coordination within commands and control of policing resources to any incident. The project seeks to unify all these systems under one command and control of Metro Police in line with the Safer City initiative of creating one Integrated Intelligent Command and Control Centre comprising city departments and other government entities with the necessary police security clearances.

In February 2022, eThekweni Council granted authority for the eThekweni Municipality to participate in the World Bank/Development Bank of South Africa (DBSA) Smart Cities Pilot Programme intended to assist in addressing challenges addresses urban challenges and deficiencies in terms of environment, good governance, mobility, prosperity and the growth of the population by applying 'Smart Thinking' principles and practices towards the attainment of 'smart city' status.

As part of the Smart City Strategy deliverable under the DBSA program, the maturity assessment survey sought responses from a wider group of eThekweni officials to rank five (5) priority infrastructure sectors or domains, in an order of importance to the city challenges, as a precursor to project identification. This process was meant to arrive at the final priority list of the top three (3) sectors and top three (3) projects per sector. Energy, Water and Public Safety sectors featured in the top three in terms of the approach adopted. Under the Public Safety sector, Smart Policing was identified as the number one priority for the municipality to implement.

Public Safety is key to determining the quality of life of residents within eThekweni. As such there are mandated roles and responsibilities for the different stakeholders, the achievement of which should result in residents feeling and being safe and secure. However, this has been a challenge within South Africa and the City of eThekweni, thus necessitating the need to get all stakeholders involved in creating safer cities, including residents themselves. eThekweni wants to re-introduce the concept of civic pride as communities need to take ownership of assets and play a role in maintaining and improving safety. Metro Police now seeks to acquire and use an integrated dispatching platform as part of a Smart Policing solution that will empower and add tangible value to the Police Command Centre to respond effectively and efficiently to crime-related matters. This platform will also be able to access all the systems and integrate their data to prevent crime.

7.6 SCOPE OF SUPPLY/SERVICES

The municipality requires a completely integrated technology solution that utilises in-vehicle and static (mobile and fixed) ANPR camera technology as well as BWC technology. The solution must be able to integrate with other technologies that are already existing in the municipality's technology landscape. •

The solution proposed by the tenderer must include the following components for the entire contract period: hardware, cables, racks, mounting brackets/devices, software, connectivity/data costs, all required software licenses, and any other hardware and software, or services required to effectively operationalise and manage the solution

The service provider must provide a full solution per device (device license) purchased by the municipality, including the actual hardware supply and delivery, installation, licensing, connectivity, storage of the digital evidence, associated software to manage the devices, management of the digital evidence generated (DEMS), and the ability to perform real-time situational awareness to the camera environment.

The scope of the solution required is as follows:

1. **Smart Dispatching Platform**
The smart dispatching platform will provide integration of body cams, dash cams, smart terminals (PDAs), and the CCTV network. The solution will need to integrate with Disaster Management Centre Call Manager, which is responsible for all call taking functions within the emergency control centre. The combination of the 2 systems will provide greater management of police resources thus reducing overall operational costs associated with police operations. The dispatch functions will not be limited to police services, but will be adapted to other departments that dispatch council resources to deal with service delivery, e.g. DSW, Electricity, Water, Fire, Emergency, etc.
2. **Smart Dispatching Terminals**
The smart handheld terminals (PDA) will be used for smart dispatching as the device has built in GPS tracking. This will allow for live deployment of officers on scenes with real-time reservations of the action back in the Metro Police Command Center.
3. **Body Worn Cameras (BWC)**
The body cams will have both offline recording and live streaming capabilities as well as 2-way voice communication with the control centre. Live feed will be able to be accessed on demand when an officer is in a volatile situation.
4. **Dash Cameras**
Dash cams will have both offline recording and live streaming capabilities as well as number plate recognition functionality. Apart from supporting officers in the field from an evidence-gathering and safety perspective, these will be used to automatically detect stolen or wanted vehicles.
5. **Hardware and Software**
The bidder must ensure that dependent hardware and software required for the solution is included for the period of the contract.
6. **Digital Evidence Management System**
A system that allows for the effective management of all the digital evidence
7. **Storage Solution**
Data storage solution that allows for the effective storage of all digital evidence and the management of the various databases of vehicle registration data creating the ability for these databases to be synchronised with 'other' approved agencies such as NATIS or SAPS in near real-time.
8. **Broadband Connectivity**
The tenderer must ensure that the devices proposed are able to transmit data via the following technologies: LTE, the municipality's broadband network, Public Wifi Network,
9. **Licences**
The bidder must ensure all necessary licences with their maintenance that the solution requires are included for the period of the contract.
10. **Maintenance**

- a) The bidder must ensure that the hardware is maintained as required for the full period of the contract.
- b) The bidder must ensure that the software is maintained regularly which includes updates and patching.
- 11. Support / Service Delivery
 - a) The bidder must provide the required support and resources to maintain the service in good health for the contract period.
 - b) The bidder must provide a help desk facility for support and service delivery according to the Service Level Agreement (SLA).
- 12. Integration
 - a) Bidder to provide integration services to ensure seamless integration and smooth functioning of all components and technologies
 - b) Integration to GIS, TETRA radio system, PSTN and CCTV network
- 13. Training
 - a) Provide Operator training to at least 120 peace officers who will be operating the dispatching center on a 24-hour shift basis.
 - b) Provide system-specific technical training to at least 5 technical personnel to enable such people to understand how the system works and to have ability to maintain it if it goes faulty or has any technical problems.
- 14. Implementation Services
 - a) Include all professional and consulting services to be provided across all the phases of the project to establish the service, including installation, configuration, testing, deployment, and commissioning.
- 15. Any other component(s) that will make the proposed solution complete and usable.

7.5 **TECHNICAL SPECIFICATION**

The full specification of the required supply/services is provided in Section 10, Annexure A. It must be noted that the successful Tenderer shall be responsible for the commissioning of the solution and the issuance of an OEM-backed Certificate of Compliance for every installation.

7.6 **ABBREVIATIONS**

Abbreviation	Description
ANPR	Automatic Number Plate Recognition
API	Application Protocol Interface
BYOM	Bring Your Own Meeting
CCTV	Closed-Circuit Television
CoB	Chip on Board
CSD	Central Supplier Database
DEMS	Digital Evidence Management System
DMC	Disaster Management Centre
DMO	Direct Mode Operation
DMR	Digital Mobile Radio
DVI	Digital Visual Interface
eNATIS	Electronic National Traffic Information System
E2E	End to End or Exchange to Exchange
FoIP	Fax over Internet Protocol
GIS	Geographic Information System
GNSS	Global Navigation Satellite System
GSM	Global System for Mobile communication
GUI	Graphical User Interface
FR	Facial Recognition
HD	High Definition
HDMI	High Definition Media Interface
HLD	High Level Design
ICASA	Independent Communications Authority of South Africa
ICT	Information and Communication Technology
iLBC	Internet Low Bitrate Codec
IoT	Internet of Things

IP	Internet Protocol
IPC	Internet Protocol Camera
ISO	International Standardization Organization
IVS	Intelligent Video Surveillance
ITS	Intelligent Transport System
JOC	Joint Operation Center
LLD	Low Level Design
LTE	Long Term Evolution
MPP	Microsoft Project File Format
NB-IoT	Narrow Band Internet of Things
NFC	Near Field Communicaton
NQF	National Qualifications Framework
O&M	Operation & Maintenance
OS	Operating System
OSS	Operation Support System
P2P	Peer to Peer
PDF	Portable Document Format
PDT	Portable Data Terminal
PLMN	Public Land Mobile Network
PoE	Power over Ethernet
PON	Passive Optical Network
POS	Packet Over SONET/SDH
PPT	Microsoft PowerPoint Document
PSTN	Public Switched Telephone Network
PTT	Push To Talk
QoS	Quality of Service
RAM	Random Access Memory
ROM	Read Only Memory
RFP	Request for Proposal
SAPS	South African Police Service
SI	System Integrator
SIP	Session Initiation Protocol
SLA	Service Level Agreement
SMS	Short Message Services
TEE	Trusted Execution Environment
TETRA	Terrestrial Trunked Radio
TOPS	Trillion or Tera Operations Per Second
TTT	Training the Trainer
UMTS	Universal Mobile Telecommunications Service
UPS	Uninterrupted Power Supply
VOIP	Voice over Internet Protocol

SECTION 8: PRICING SCHEDULE**Notes:**

- All prices quoted must be exclusive of value added tax (VAT)
- The quantities below are only estimated annual quantities that will be required to implement the solution successfully, it being noted that these and the scope of work may be adjusted to align with user requirements and available budget for a particular financial year within the 3-year contract
- The bidder is required to provide further breakdown details on each item where necessary to give further context to the unit price
- Hardware support (guarantee and warranty) must be provided for 24 months post hardware purchase date, regardless of the contract period, as long as it is valid.

Solution Implementation

No.	Item Description – Implementation Services.	Cost Year 1 (excl VAT)		Cost Year 2 (excl VAT)		Cost Year 3 (excl VAT)	
		R	C	R	C	R	C
1.	Site Survey and Requirements Gathering						
2.	Project Management						
2.	Network Design and Solution Architecture						
3.	Installation and Configuration						
4.	Readiness Assessment and User Acceptance Testing						
5.	Training						
6.	Implementation						
7.	Integration						
8.	Any other envisaged activities						
	SUBTOTALS						

Solution Support and Maintenance

No.	Item Description – Support and Maintenance Services.	Cost Year1 (excl VAT)		Cost Year2 (excl VAT)		Cost Year3 (excl VAT)	
		R	C	R	C	R	C
1.	Technical and Functional Support						
2.	Maintenance						
2.	Broadband Connectivity/Data Costs						
3.	Any other envisaged support and maintenance activities						
	SUB-TOTALS						

Hardware, Software and Licenses

Note: No quantities will be required in year 3 for hardware, software and licences.

		YEAR 1			YEAR 2			YEAR 3		
No.	Item Description – Hardware, Software and Licenses. Must include the warranty period for all equipment	Est Qty	Unit Price Excl VAT	Total Price Excl VAT	Est Qty	Unit Price Excl VAT	Total Price Excl VAT	Est Qty	Unit Price Excl VAT	Total Price Excl VAT
1.	Platform Hardware (master/slave)	2								
2.	Platform Software Package (primary/secondary)	1			1					
3.	Dispatcher License	10								
4.	Mobile User Access Licenses	600			600					
5.	GIS Software	1								
6.	Smart Dispatching Software	1								
7.	TETRA Gateway (primary/secondary)	4								
8.	PSTN Gateway (primary/secondary)	2								
9.	CCTV Gateway (primary/secondary)	2								
10.	Smart Handheld Terminal (PDA)	600			600					
11.	Smart Vehicle-Mounted Terminal:	50			50					
12.	Body Worn Camera incl software	200			200					
13.	Docking Station:	10			10					
14.	Digital Evidence Management System:	1								
15.	Dash Camera incl software :	100			100					
16.	65-inch Videoconferencing Interactive Whiteboard	5			5					
17.	75-inch Videoconferencing Interactive Whiteboard	5			5					
18.	86-inch Videoconferencing Interactive Whiteboard	5			5					
19.	CoB LED Video Wall	2								

20.	8MP Outdoor AI PTZ Dome Camera	25			25					
21	ANPR	30			30					
22	Face recognition algorithm license	1								
23	Vehicle recognition algorithm license	1								
24.	Data Storage Hardware, Software and Licenses	1								
25.	Network Video Recorder	5			5					
26.	Management software for mobile devices	1								
	SUB-TOTALS									

Other Billable/Chargeable Items

Note: Include any other components (that have not been explicitly listed in the specification or Bill of Material) that will make the proposed solution complete and usable, as per Appendix B

No.	Item Description – Other Billable/Chargeable Items.	YEAR 1			YEAR 2			YEAR 3		
		Est Qty	Unit Price Excl VAT	Total Price Excl VAT	Est Qty	Unit Price Excl VAT	Total Price Excl VAT	Est Qty	Unit Price Excl VAT	Total Price Excl VAT
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
	SUB-TOTALS									

Total Pricing for the duration of the contract

Pricing Instruction: Tenderers who deviate from the prescribed pricing schedule (section 8) will be disqualified and not considered for further evaluation.

Item	Description / Item Code	Price Year 1 (excl VAT)		Price Year 2 (excl VAT)		Price Year 3 (excl VAT)	
		R	C	R	C	R	C
1	Implementation Services						
2	Support and Maintenance						
3	Hardware, Software and Licenses						
4	Other Billable/Chargeable Items						

	Year 1		Year 2		Year 3	
Sub-Total:						

Sub-Total (excl) = Year 1 + Year 2 + Year 3:

VAT @15%:

Total (incl) carried forward to the Tender Form:

SECTION 9 : OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 1C-28502** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?				☐ Yes	☐ No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?				☐ Yes	☐ No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship	
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below				☐ Yes	☐ No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship	

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

*** Signature :***** Name (capitals):****Date:****Capacity:***** Name of Business:****Tel:****Address:****Fax:***** Denotes Mandatory Information**

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:**Name (capitals):****Date:****Capacity:**

SECTION 10: ANNEXURES**ANNEXURE A: TECHNICAL REQUIREMENTS**

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
		Y	N	P	
1.	Smart Dispatching Platform Specifications				Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
1.1	Integration with wired telephony systems and wireless radio systems, such as TETRA and 4G/LTE, through one platform				
1.2	Backup and recovery function. If one smart dispatching platform is unavailable, the platform can be switched to another available server.				
1.3	The proposed dispatching console can add PLMN/PSTN gateway users and SIP users as temporary group members to make group calls.				
1.4	The proposed dispatching console with the pre-emption authority can forcibly release one party in a P2P call and talk with the other party directly.				
1.5	The proposed system supports P2P voice calls between LTE terminals.				
1.6	The proposed system supports P2P voice calls between dispatching console and LTE terminals.				
1.7	The proposed dispatching console can transfer the ongoing P2P call to other online dispatching console users.				
1.8	When the proposed dispatching console connects a P2P call, the calls of other dispatching consoles enter the call waiting state. After the current call ends, the waiting call can be connected.				
1.9	The proposed dispatching console with the forcible release authority can forcibly close any group of calls within its jurisdiction.				
1.10	The proposed system supports trunking group call between dispatching console and LTE terminal.				
1.11	If the proposed dispatching console has the permission, the dispatcher can forcibly hang up any call within its jurisdiction.				
1.12	The proposed dispatching console can set up a call with another user while holding the original call.				
1.13	The proposed solution should support a link to the trunking group. Tetra and LTE terminals can communicate in one group. And the communication should support the PTT (Push to Talk) function of trunking.				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete	COMPLY YES / NO / PARTIAL Bidder must complete	COMPLY YES / NO / PARTIAL Bidder must complete	SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
1.14	The proposed system supports floor pre-emption based on the priority of a group call.				
1.15	The proposed system supports joining a group late after handsets being powered on during a group call.				
1.16	The proposed system supports P2P video calls between LTE terminals, and between the dispatching console and LTE terminals.				
1.17	The proposed system must be able to view videos of LTE terminals in real time.				
1.18	The system supports multiple video sources including cameras, LTE handheld devices and other video devices and the following are the functionalities are required: 1. Ability to display surveillance camera list or LTE handheld device list; 2. Ability to preview surveillance or LTE videos;				
1.19	The dispatching console allows multiple cameras to perform video surveillance in turn in a split screen at a unified interval. Video surveillance supports only silent surveillance.				
1.20	The dispatching console can distribute ongoing video surveillance services to other users or groups.				
1.21	The proposed system supports sending SMS messages between LTE terminals, and between the dispatching console and LTE terminals.				
1.22	The proposed system supports sending MMS messages between LTE terminals, and between the dispatching console and LTE terminals.				
1.23	The proposed system dispatching console supports GIS GUI operations. The dispatching console can perform voice, SMS, and video dispatching for selected LTE terminals on the GIS GUI and can perform video surveillance for selected cameras on the GIS GUI.				
1.24	All the historical SMS/MMS messages between the proposed dispatching console and other users are stored separately. The historical SMS/MMS messages can be displayed in a separate chat window. The proposed dispatching console supports archiving all SMS and MMS messages displayed on the SMS page. The proposed dispatching console can export the backup SMS and MMS messages.				
1.25	The proposed system supports tracking of selected LTE terminals on the GIS map and displays the terminal tracks in real time. The proposed system supports track playback of selected LTE terminals on the GIS map. The proposed system supports drag-selecting LTE				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete	COMPLY YES / NO / PARTIAL Bidder must complete	COMPLY YES / NO / PARTIAL Bidder must complete	SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	terminals on the GIS map to initiate group calls.				
1.26	The proposed system supports setting of an electronic fence. When the selected LTE terminal is crossing the fence, the terminal icon changes colour.				
1.27	The proposed system supports viewing the location information of the current terminal and group members on the GIS map of LTE terminals.				
1.28	The proposed system supports resource list display, including the user list, camera list, and group list.				
1.29	The proposed system dispatching console supports customization and desktop theme setting.				
1.30	The proposed system dispatching console supports customization and can flexibly replace the display icons of vehicles and terminals.				
1.31	The proposed system supports setting user service rights and displaying corresponding menus based on the configuration.				
1.32	The proposed system dispatching console supports customization, such as ring back tones and prompt tones.				
1.33	The proposed system dispatching console supports customization and can flexibly select various map engines such as ArcGIS or Mapitude.				
1.34	The proposed system dispatching console supports graphical user interfaces (GUIs). Users can click terminal icons to quickly initiate voice and video calls and drag handsets and cameras to perform video dispatching.				
1.35	The proposed system supports dispatching console monitoring QoS parameters of video surveillance parameters: resolution, bit rate, and packet loss rate.				
1.36	The proposed system can record videos from cameras, LTE terminals, etc.				
1.37	The proposed system supports RESTful interfaces and secondary development interfaces to implement audio and video conferences and P2P voice calls.				
1.38	The proposed dispatching console can start and stop recording P2P calls and group calls, as well as video recording for P2P calls. The proposed terminal can query historical group call records based on the group number and listen to the conversations.				
1.39	The proposed system provides SDK interfaces and supports secondary development of SDK interface in order to implement real-time audio and video preview and surveillance				
1.40	The proposed system provides the SDK interface for the dispatching console, and supports secondary				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	development on the SDK interface				
1.41	The proposed system provides gateway SDK interfaces and supports secondary development of gateway SDK interfaces to implement inter-system interconnection.				
1.42	The proposed system supports converged audio communication with multiple devices, such as LTE terminals and phones so that there is seamless communication among all users				
1.43	The proposed system supports H.265-encoded camera video streams for review, backhaul, and distribution.				
1.44	The proposed system supports the selection of multiple channels of fixed and mobile video for alert deployment on the client and upload video streams from the body worn camera to the Intelligent Video Surveillance system				
1.45	The proposed system supports the ability to receive alert deployment warnings from the Intelligent Video Surveillance and third-party intelligent image analysis system and distributes warnings based on the warning notification mechanism.				
1.46	The proposed system supports the ability to receive task progress from terminals				
1.47	The proposed system supports the ability to select the surrounding surveillance and terminals of the incident location on the map for surveillance deployment.				
1.48	Ability to manage mobile devices through configurable and enforceable settings that can be applied to different installations				
2.	Smart Dispatching Platform Server Minimum Spec	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
2.1	The CPU performance should not be lower than Intel Xeon Sliver 4210(2.4G, 10C/20T, 9.6GT/s, 13.75M Cache, Turbo, HT (100W)) processor.				
2.2	The memory performance should not be lower than 2*32G per server, at least 3200 MT/s.				
2.3	The hard disk space should not be lower than 2*600G per server, and the record server's space should not be lower than 7*8TB SATA HDD per server				
2.4	The proposed server should have two GE interfaces and two 10GE interfaces at least.				
3.	TETRA Gateway	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
3.1	The proposed gateway should provide interworking				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	between the dispatching system (broadband trunking) and a TETRA system through built-in vehicle-mounted terminals.				
3.2	The proposed gateway should configure the interconnection between a broadband trunking group and a TETRA system group.				
3.3	The proposed gateway should manage the channel resources of built-in vehicle-mounted terminals, such as adjusting the volume, changing the working mode of the vehicle-mounted terminal, and mapping groups.				
3.4	The proposed gateway should display the subscribed and current group information of the built-in vehicle-mounted terminals.				
3.5	The proposed gateway should allow admin to set the service data and device data of the gateway by system configuration.				
3.6	The proposed gateway should allow admin to set the time zone, time, DNS, IP address, and route of the gateway.				
3.7	The proposed gateway should allow admin to backup data for restoration when a fault occurs in the system.				
3.8	The proposed gateway should allow admin to query active alarms of the system and display alarms in real time.				
3.9	The proposed gateway should allow admin to acquire logs recorded by the system to facilitate the fault diagnosis, system running status analysis, and service analysis.				
3.10	The proposed gateway should allow admin to upgrade software and patches, install language packages, and upgrade OS patches.				
4.	PSTN Gateway	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
4.1	The proposed gateway should support a range of signalling protocols, realizing the interconnection between SIP and traditional signals like SS7 and PRI.				
4.2	The proposed gateway should support multiple codec methods, offer signal encryption technology and smart voice recognition technology, and improve the utilizing efficiency of resources while ensuring voice quality.				
4.3	The proposed gateway should support up to 16 E1/T1.				
4.4	The proposed gateway should provide various services such as VoIP, FoIP, Modem and POS.				
4.5	The proposed gateway should support flexible dialling rules and operations, allowing users to customize dialling				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	rules according to different working environments.				
5.	CCTV Gateway	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
5.1	The proposed gateway should support the integration of the existing CCTV network at eThekwini.				
5.2	The proposed gateway should support a maximum of 100,000 registered users on a single server.				
5.3	The proposed gateway should support mobile terminals in the local system and the peer system access videos of each other.				
5.4	The proposed gateway should support query, retrieval, and playback of videos in the peer system.				
5.5	The proposed gateway should support GIS information subscription and report between inter-system video devices				
5.6	The proposed gateway should support basic PTZ control of peer cameras in compliance with GB/T 28181 or other applicable standard				
5.7	The proposed gateway should support querying fixed cameras on handheld terminals.				
6.	Smart Handheld Terminal (PDA) Minimum Spec	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
6.1	The operating system is not lower than Android 10.0.				
6.2	MIL-STD-810G test report is required.				
6.3	Support the public network operating bands: • GSM: 900 MHz/1800 MHz/1900 MHz • UMTS: B1/B2/B8 • LTE: Band 1/2/3/4/5/7/8/20/26/28/38/39/40/41				
6.4	Support the private network operating bands: • 1.4G : 1447 MHz to 1467 MHz • 1.8G : 1785 MHz to 1805 MHz • Others: and 20/26/28/68				
6.5	RAM must not be less than 6GB and the FLASH at least 120GB.				
6.6	Speaker power is not less than 3W.				
6.7	Support touch screen whose size is not less than 5.0 inches and the resolution is not less than 1920 x 1080.				
6.8	The pixels of front camera is not less than 8M and the rear camera supports 48M+8M.				
6.9	Supports NFC scanning service.				
6.10	The battery capacity is not less than 5100mAh.				
6.11	Has dedicated, conspicuous emergency call and PTT				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	keys.				
6.12	Several functions are available, e.g. trunking group call, broadcast call, emergency call, P2P call, and so on.				
6.13	Supports remote software upgrade and parameter configuration through an interface, including but not limited to IMEI binding, application whitelist, port management, remote setup, Bluetooth, WLAN and other remote settings of function switch.				
6.14	Supports features including Wi-Fi 2.4 GHz, 5 GHz, IEEE 802.11 b/g/n and Wi-Fi hot spots.				
6.15	Supports IP68, 1.2-meter drop resistance design.				
6.16	Supports handheld terminal viewing of fixed camera surveillance in real time.				
6.17	During a video call, the front and rear cameras can be dynamically switched without interrupting video backhaul				
6.18	Supports direct mode operation (DMO) and is compatible with analog and digital modes. DMO operating band is from 380 to 470 MHz. Related parameters can be remotely configured on the dispatching console.				
7.	Smart Vehicle-Mounted Terminal	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
7.1	Ability for the officer to trigger a 'query' on a particular number plate that is currently 'on screen'. The use case is that in the event of a routine vehicle stop, in which an officer in a vehicle is pulling another vehicle over, that the system will immediately do a 'check' on the vehicle and return any relevant information to the officer. This information may not only be from an ANPR list, but would include NATIS and even smart dispatching platform queries.				
7.2	Supports the public network operating bands: a) UMTS900/1900/2100. b) GSM850/900/1800/1900 and LTE. c) Band1/2/3/4/5/7/8/20/26/28/38/39/40/41.				
7.3	Provides real time feedback of ANPR reads. Access to footage taken recently utilising the in-vehicle cameras is a valuable tool for the officers in the field, however this access would need to be managed appropriately and the ability to delete or manipulate the footage in any way must be restricted				
7.4	Ability to be utilised in a handheld mode to read number plates via the App installed on the device, providing feedback on the ANPR results.				
7.5	If a camera is triggered by an automated action, the				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	ability to deactivate the camera recording post the trigger must be able to be managed by the user. The management of this complex set of circumstances must be configurable				
7.6	Several functions are available, such as trunking group call, broadcast call, emergency call, P2P call and so on.				
7.7	Supports remote software upgrade and parameter configuration through an interface, including but not limited to IMEI binding, application whitelist, port management, remote setup, Bluetooth, WLAN and other remote settings of function switch.				
7.8	Supports features including Wi-Fi 802.11b/g/n and Wi-Fi hot spots.				
7.9	Satisfies related standards in terms of drop at normal temperature, waterproof & dustproof and shock and impact satisfy ETSI 300 019-1-5 class 5M3 standard.				
7.10	Supports vehicle-mounted terminal viewing fixed camera surveillance in real time.				
7.11	Supports direct mode operation (DMO) and is compatible with analog and digital modes. DMO operating band is from 380 to 470 MHz. Related parameters can be remotely configured on the dispatching console.				
7.12	Supports the private network operating bands: ☐ 400 MHz: 380 to 450 MHz ☐ 1.4 GHz: 1447 to 1467 MHz ☐ 1.8 GHz: 1785 to 1805 MHz ☐ Others: Band 20/26/28/31				
7.13	When an ANPR read causes an alert, the solution must provide the user with appropriate context as to what has caused the alert, details of the alert, and specifically which database has the vehicle listed at and at what level				
7.14	Ability to bookmark important moments in the generation of the data that will allow analysts to go and analyze the data more easily.				
8.	Body Worn Camera (BWC)	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
8.1	The device must come with best practice data encryption (minimum AES128 or equivalent) and be password protected so that data cannot be accessed should the device be lost or stolen				
8.2	At least 4G RAM and 64GB built-in storage capacity to be able to store all footage locally and allow for storage of at least 2 full shifts of HD footage prior to overwriting the data				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete	COMPLY YES / NO / PARTIAL Bidder must complete	COMPLY YES / NO / PARTIAL Bidder must complete	SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
8.3	Provide warning when data that has not been downloaded is at risk of being overwritten.				
8.4	Supports H.265 compression.				
8.5	Supports built-in redundancy to ensure that in the absence of primary connectivity the system does not lose data/footage				
8.6	Every recording must have a date and time stamp and an associated user. Additional, configurable stamps can be applied to each recording				
8.7	Video recording capability with 2K resolution				
8.8	Supports electronic image stabilization. Must have infrared night vision system for night-time recording with visibility of 5 meters				
8.9	There must be a Push To Talk (PTT) button ideally located on the side of the BWC image detector. For group communication, the mission critical (MC) PTT ideally must have a keypad for video recording, a keypad for recording still images, and the keypad for recording the voices that are separated from each other.				
8.10	The screen should be easy and intuitive to use, be able to be utilized in bright sunshine, be suitably designed to withstand operational requirements, and allow for immediate playback of recorded footage				
8.11	Must have a removable battery that allows for uninterruptible power supply for 3 to 5 minutes during battery replacement. This replacement must not allow any loss or interruption of any recording				
8.12	There must be an emergency/panic button that can be used to send an emergency message to a central control system in a single button press. This emergency/panic must be able to trigger video recording.				
8.13	The device must be able to record audio clearly and accurately. Microphone setup must allow for the close proximity of the wearer as well as the sounds further away from the camera				
8.14	The BWC must support the following communication: - FDD-LTE: B1/B2/B3/B4/B5/B7/B8/B12/B17/B18/B19/B20/B26/B28 - TDD-LTE: B34/B38/B39/B40/B41 - WiFi 2.4 GHz/5 GHz, IEEE802.11 a/b/g/n/ac - Bluetooth 5.1 - NFC card-mode and reader-mode				
8.15	The battery life must be at least 12 hours, and support 1080p/30fps video recording of more than 8 hours for one battery.				
8.16	Supports Intelligent optimization algorithms to implement the front-end AI identification solution, e.g. object				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	recognition, prost-recognition processing				
8.17	Supports the GPS satellite navigation system and others. Geo-location must be embedded into every recording.				
8.18	Supports intelligent image cropping for face and license plate on the terminal side, allows a BWC to upload image streams for alert.				
8.19	Supports the IP68 rating or better				
8.20	The BWC should be light and easy to carry – ideally the weight should not be over 180g (with battery and without the clip)				
8.21	Should have a wide angle - the horizontal viewing angle should be not less than 120° and the diagonal have the ability to be not less than 150°				
8.22	The BWC should be able to be triggered remotely to record by the central control system, by other cameras in the area being activated, by a panic signal from another device, etc. The camera must also notify the user (audibly and visibly) if it has been triggered				
8.23	The BWC must be able to be tracked and its location shared via other connectivity channels. This geo-spatial functionality should be configurable from the central control system and should not be able to be disabled on the camera				
8.24	Must comply with U.S. military standard MIL-STD-810G. Certificates must be provided				
9.	Docking Station	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
9.1	The screen resolution is not less than 1280 x1024 and should be multi-touch screen.				
9.2	The docking station should support 8TB data storage at least.				
9.3	Automatically collects audio, video, image, and log data of registered BWC.				
9.4	The internal data of the BWC that has uploaded the evidence can be automatically cleared.				
9.5	Supports resuming from breakpoint.				
9.6	Data in the terminal, dock station, and BWC will not be lost during data transmission. The data and configuration wouldn't be lost when the connection of a BWC is lost by accident. The connection can be automatically transferred after the next successful connection.				
9.7	Provides priority port for data collection. When this port is connected to one BWC, the data transmission of other ports will be automatically suspended, and the data of				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	the port is preferentially transmitted. After the data of the preferred port transmission is completed, the data transmission of other ports is automatically restored.				
9.8	Supports uploading files to the server according to the policy, including uploading period, concurrent uploading number and proportion of occupied bandwidth.				
9.9	Ability to browse the collected audio, video, pictures, and logs.				
9.10	The evidence can be viewed, deleted, and highlighted.				
9.11	Supports remarking the uploaded files.				
9.12	Ability to query the collected audio, video, image, and log files based on the username, time, and file type.				
9.13	The management software can download and save the audio, video, photos, and logs of law enforcement collection devices.				
9.14	After a marked file expires, it is automatically deleted. You can configure the storage period for common files and marked files.				
9.15	Under the network fault or storage out of usage scenario, the docking station will report an alarm, the alarm would be removed until the issue is closed.				
9.16	Manages user rights. You can view, export, and cancel a user's rights.				
9.17	Protects data collected by devices to prevent unauthorized processes from reading, modifying, and deleting audio and video data collected from devices.				
9.18	Protects data collected by devices, prevents unauthorized personnel from accessing the operating system, reading, modifying, and deleting the audio and video data stored in the device.				
9.19	Ability to automatically record the running status and all operations of the device. The log contents include power-on/power-off, user login and operation, access/removal of the law enforcement recorder, data collection of the law enforcement recorder, and fault occurrence/recovery time.				
9.20	When a fault such as a network fault or storage overflow occurs, an alarm is reported. The alarm is cleared only when the fault is rectified.				
9.21	Supports 20-channel concurrent data copy and 20-channel charging at least.				
9.22	Supports 4K video playback				
10.	Digital Evidence Management System	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
10.1	Supports the management of user organization units.				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	Supports manually adding user organizations. Supports up to 5 levels of depth and 1000 departments. Roles can be assigned to users.				
10.2	Ability to create, modify, delete, and query BWCs, as well as import and export BWCs in batches. And bind a BWC to a person.				
10.3	The system has a complete management function of BWC and supports the management of at least 2000 BWCs.				
10.4	The system supports a dashboard to display the main data of the system, including video duration, number of files, etc.				
10.5	Supports display of the real-time status of the dock station and storage server and the storage status of the storage server.				
10.6	Support querying all media data in a user-friendly way based on the geo-enabled search criteria such as: ➤ Geofence searches ➤ Date and time ➤ Department, username, unit type, device, tags, key mark, media type (video, audio, or picture), etc. ➤ Heatmaps showing where evidence is concentrated ➤ Camera tracks showing where units travelled				
10.7	Ability to extract, classify and store 'evidence clips' and associate them with relevant data structures for ease of utilization in the future.				
10.8	When playing an audio or video, functions that can be performed include pause, resume, fast-forward, rewind, play in full screen, adjust the volume, play again, frame by frame, and screenshot. Also, one can download the file to a local directory.				
10.9	Provides strict access control and audit trails				
10.10	Allows users to add, modify, delete, and view tags when viewing evidence.				
10.11	Ability to redact sensitive information or identities in the case of sensitive information whilst still maintaining the integrity of the original raw footage for evidentiary value.				
10.12	Supports unified management of user rights in the organization. Supports configuring the operation rights and file access scope of users on the platform in a unified manner.				
10.13	Controls access of the docking station to prevent unauthorized collection workstations from accessing the system.				
10.14	Supports cascading networking. The upper-level system can view the evidence files uploaded by lower-level systems, but the same level systems cannot view the				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	evidence files of each other.				
10.15	The executor can view and order audio and video files on the platform within 5 minutes after importing data through the collection site.				
10.16	The system allows users to add, modify, and delete docking stations, and query device information collected by departments, including the department, device name, ID, device IP address, device vendor, device model, central storage, online status, maintenance owner, and device version.				
10.17	Supports operation log management. Users can manage and store operation logs and query them.				
10.18	Ability of citizens to upload digital "evidence" including its classification, metadata, etc.				
10.19	Supports industry standard encryption technologies				
10.20	Provides unified login authentication. If a user enters incorrect passwords for a number of consecutive times and is automatically locked by the system, the user account can be manually unlocked, deactivated or restored, and the user password can be reset.				
10.21	Ability to integrate with case management systems currently used by the South African courts				
10.22	The format of all evidence in the solution must be compatible with industry standard video analytics platforms				
10.23	Ability to monitor and view cameras (ANPR, dashcam and BWC) on a map with the camera status visible and live streaming available				
10.24	Ability to share clips with other users quickly, easily, and safely whilst maintaining confidentiality				
10.25	Provide situational awareness value utilizing geo-location, video and status to enhance service delivery				
10.26	Ability to manage ANPR lists whose priorities can be configured based on certain indicators and urgency. These lists should be able to be updated in various manners, including imports in various formats				
10.27	Ability to integrate with other ANPR systems				
10.28	Ability to manage ANPR hits through alerts, tracking, sharing of ANPR data, etc.				
10.29	Provide comprehensive and valuable business intelligence and reporting capabilities				
11.	Dash Camera	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
11.1	Image Sensor: 1/2.8" CMOS				
11.2	Max. Resolution:2MP				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
11.3	WDR: 120 dB				
11.4	Focal Length: 2.6mm				
11.5	Video Encoding Format: H.265/H.264				
11.6	Vehicle Detection: Supports rollover and collision status detection				
11.7	Intelligent Analysis: Supports front car start reminder, forward collision, lane departure and vehicle distance too close warnings. Supports driver behaviour analysis such as fatigue, distraction, smoking, calling, unfasten seat belt and leaving the seat. Supports face capture, face comparison. Supports abandoned object detection to prevent passengers from losing their belongings.				
11.8	GPS: Built-in GPS module can realize the function of display and video recording of GPS information.				
11.9	WiFi: Built-in Wi-Fi module supports Wi-Fi and AP.				
11.10	3G/4G: Supports EVDO, WCDMA, TD-LTE, FDD-LTE				
11.11	Audio: Support Built-in Microphone; Support Built-in Speaker.				
11.12	Alarm: 1 channel Bluetooth alarm; 3 channels I/O alarm input.				
11.13	Support 28181 protocol				
12.	65/75/86-inch Videoconferencing Interactive Whiteboard	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
12.1	Supports the AI function as below: Auto Framing : The camera must give a full view to include all participants Voice tracking : The camera must zoom into the speaker Acoustic baffle : Form sound walls which block sound outside the meeting room				
12.2	Supports 86/75/65-inch 4K touch screen with optical anti-blue light. The display resolution is not less than 3840 x 2160, the refresh rate is not less than 60Hz.				
12.3	Highly integrated, all-in-one design including: 4k touch screen; video conference hardware codec; built-in speaker; built-in microphone; built-in camera; OPS module.				
12.4	Supports BYOM, smart board's built-in microphones, cameras, speakers and touchscreens can be used on PC, by using Type-C cables, projection app, or wireless dongle				
12.5	Supports build-in video conference hardware codec. Video codec: H.264BP, H.264HP and H.265. Voice codec: G.711A, G.711U, G.729A, G.722, G.722.1C, Opus and AAC-LD.				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	Supports the ITU-T H.323 and IETF SIP communication protocols.				
12.6	Supports multi-window to divide two windows that display two applications on the smart board at the same time.				
12.7	Supports 4K30 built-in camera embedded in privacy cover. Camera horizontal angle: 80°, vertical angle: 50°.				
12.8	Supports built-in bulletin board and welcome board function				
12.9	Supports built-in microphone arrays, sound pickup distance of about 12m, sound pickup angle: 180°, not more than 16ms writing latency touchscreen, built-in 4K voice tracking camera with built-in privacy cover.				
12.10	Wi-Fi Direct projection. Users do not need to configure a Wi-Fi router or change the network of their mobile phones or PCs during screen projection. Resolution up to 1080P60fps and 4K15fps. Automatically fill the rest letter when input the first projection code letter				
12.11	Supports wired projection through USB Type-C cable and HDMI cable.				
12.12	Supports dual-screen mode function when connected to another display, one for material projection and one for the other application running. The content on the screen can be cloned to another screen via an HDMI cable				
12.13	Compatible with both Harmony and Windows 10 - one click to switch between Harmony and Windows				
12.14	Supports cloud meetings, and compatible with Microsoft Teams, Zoom and other third-party meeting software. The camera voice tracking and auto-framing features can be used for third-party meeting App.				
12.15	Supports whiteboard handwriting recognition and auto conversion to text and graphics				
13.	CoB LED Video Wall Spec	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
13.1	Screen size: 138 inches; Dot Spacing P0.7 Resolution: 3840×2160. Aspect ratio: ≥ 16:9				
13.2	Thickness ≤ 36 mm, border width ≤ 2 mm, box flatness ≤ 0.1 mm, box joint width ≤ 0.15 mm				
13.3	High-precision splicing, with the ability to maintain the machine from the front.				
13.4	Maximum power consumption ≤ 1.9KW. Average power consumption ≤ 1.285KW Standby power consumption ≤ 30W.				
13.5	Display contrast ≥ 18000: 1				
13.6	Viewing angle: horizontal ≥ 160°, vertical ≥ 160°				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
13.7	The colour temperature adjustable: 5000 K ≤ colour temperature ≤ 9500 K. The luminance adjustable: 300 ≤ luminance ≤ 1000 nits. Colour Gamut ≥ 85% BT2020. Luminance uniformity ≥ 97%.				
13.8	Refresh rate: ≥ 3840 Hz; frame rate: ≥ 60 Hz.				
13.9	Screen surface temperature rise ≤ 20°C@600nit				
13.10	Built-in speaker 2*3, supporting stereo surround and subwoofer				
13.11	Audio and video input port ≥ 1 x HDMI 2.0 front panel input. Automatic sleep and wakeup when there is/is no HDMI signal.				
13.12	Front protection level: IP65				
13.13	Support certifications that provide verification that the product is good must be provided : environmental certifications, etc.				
14.	Smart Cameras (Indoor/Outdoor). Vendors must provide full spec for each proposed camera. Cameras must meet the following minimum specifications, where applicable	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
14.1	Image Sensor: 1/2.7" 2-megapixel, 1/2.7" 5-megapixel, 1/1.8" 5-megapixel, 1/1.8" 8-megapixel progressive scan CMOS				
14.2	Supports license plate recognition and algorithm licenses can be built into cameras.				
14.3	Supports facial recognition and associated algorithms				
14.4	Maximum Radiation Distance: 30 - 250 m				
14.5	Zoom: 33x/40x optical zoom				
14.6	Video Encoding Format: H.265/H.264/MJPEG				
14.7	Behaviour Analysis: Fast movement detection, tripwire crossing detection, intrusion detection, area entry/exit detection, loitering detection, and automatic tracking				
14.8	Computing power: 1/2 TOPS				
14.9	Power Supply: 12/24 V AC, PoE+ (IEEE 802.3at)				
14.10	Surge Protection Rating: 4kV/6kV				
14.11	Ingress Protection Rating: IP67				
15.	Data and Storage	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
15.1	Allow for automatic upload, categorisation, and storage of raw footage from dashcams and BWCs				
15.2	Store and categorise ANPR data				
15.3	Back up images and key data to data disks and generate multiple copies				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
15.4	Configurable as to how it deals with general stored data, anonymized data, retention policies, privacy and confidentiality considerations.				
15.5	All data / footage must be managed in the system according to best practice principles that allows for the data to be submitted as evidence in a legal framework.				
16.	ANPR	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
16.1	Number plate recognition must function and maintain the same quality at night, dawn, dusk, daylight irrespective of conditions or weather (rain or mist).				
16.2	Any accompanying lighting facilities must not be a distraction for drivers or motorists on the road.				
16.3	The ANPR system must be capable of reading and interpreting the fonts used on all national and officially accepted number plates.				
16.4	The number plate recognition quality must have high tolerance for the use of different camera angles.				
16.5	The image of the scanned number plate must be presented together with other characteristics of the vehicle for visual verification of recognition (colour, make, model, etc.)				
16.6	Ability to perform fake number plate analysis				
16.7	Ability to recognize cloned number plates				
16.8	Ability to bring all additional relevant data registered in any other accessible databases (such as NATIS) for the vehicle in question.				
16.9	Ability to count observations and maintain statistics of the number of vehicles scanned. This consists of the total number of observations, number of alerts triggered by these, description of why an alert was triggered and where and when the observations took place (coordinates or equivalent).				
16.10	The solution must have a function that makes it possible to choose whether the data on the scanned objects should be stored or not, i.e. on and off. It must be possible to choose which data and for how long data should be stored and the quantity of information from the system. The system should have configurable settings, allowing this setting to be managed by administrators. It must be possible to adjust this for the individual departments, or the individual camera units. The system must log when and by whom it is turned on and off.				
16.11	The quality of the video must meet the standards				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete	COMPLY YES / NO / PARTIAL Bidder must complete	COMPLY YES / NO / PARTIAL Bidder must complete	SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	required by appropriate legislation and industry best practice in this environment, but more importantly must be able to achieve the deliverable of accurately reading number plates and quickly returning a result.				
16.12	Camera must be able to be mounted in-vehicle, portable (mobile, portable, deployable platform such as a tripod), or fixed.				
16.13	In-vehicle camera can be forward facing or rear facing				
	Must utilize the existing 12V power supply without affecting the existing vehicle systems in any way				
16.14	The installation and mounting of the camera system in the vehicle must not affect the vehicle warranty, and must adhere to best practice safety standards for officer				
16.15	The installation of the in-vehicle camera system should provide an option for the easy removal and replacement of the camera itself and its replacement into the mounting in the case of repairs, vehicle being written off or other.				
16.16	Ability to create a bookmark, either by a field user or an automated trigger (impact, harsh braking, etc.), which must be compatible with DEMS				
16.17	Ability to record audio as well as video. External and internal audio should be recorded by different microphones on different audio channels.				
16.18	Ability to be activated by triggers from internal or external system transactions such as, but not limited to the activation of the vehicles lights and sirens, the detection of an impact, panic button activations				
16.19	Ability to capture and analyze number plates on passing vehicles that are moving, standing still, or parked from a moving platform itself				
16.20	Ability to deal with multiple lanes, and should be able to read number plates from the front of the vehicles and the rear of the vehicles depending on the site and situation of the infrastructure.				
16.21	Ability to read the number of plates of all types of vehicles including motorcycles, trailers, trucks, busses, notwithstanding obvious exceptions etc.				
16.22	All camera equipment, cables, leads and power supply units must be damp and dustproof. This must be IP 67 at a minimum				
16.23	Depending on the type of installation, (In-vehicle, portable, or static fixed) the distance from the camera to the object being read (in the case of ANPR) of the camera must be at least between 5-30 metres.				
16.24	Supports various communication protocols: TCP/IP, FTP, HTTP, ICMP, HTTPS, ARP, NTP, SFTP, SMTP,				

	TECHNICAL REQUIREMENTS	COMPLY YES / NO / PARTIAL Bidder must complete			SUBSTANTIATING EVIDENCE Bidder must provide detailed information indicating how it meets and complies with the requirement/s
	DHCP, RTP				
16.25	Supports 4G/LTE				
16.26	Can read reflective and non-reflective number plates				
16.27	Can detect vehicle make, model and colour				
16.28	Camera can be mounted on any pole				
17.	Network Video Recorder (NVR) for storage of footage locally	Y	N	P	Bidder to provide page reference to locate substantiating evidence in the bid response in Annexure G.
17.1	16-channel network video access and 168 Mbit/s video input				
17.2	Adaptive access to H.265 and H.264 cameras				
17.3	16 built-in PoE network ports; plug-and-play and automatic discovery and configuration				
17.4	Preview, storage, and playback of 4K HD network video				
17.5	Access to the platform and mobile apps				

ANNEXURE C: TECHNOLOGY DIAGRAM AND ARCHITECTURE

Bidders must submit a diagram showing the technical architecture of the solution and describe how it will work

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE D: TECHNICAL TRAINING PROGRAM

A comprehensive system-specific technical training must be offered to at least 5 technical personnel to enable such technical personnel to understand how the system works and to have ability to maintain it if it goes faulty or has any technical problems. The bidder must attach the technical training outline and program with the tender response. The training shall include, but not limited to installation, configuration, and maintenance. Curriculum Vitae of the Technical Trainer or Trainers must be attached. The training shall be designed such that the technical personnel shall be able to install and configure the solution end to end on their own.

NAME : (Block Capitals)

SIGNATURE : DATE:
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ANNEXURE E: OPERATOR TRAINING PROGRAM

Full and comprehensive operator training must be offered for at least 120 peace officers who will be operating the dispatching centre on a day-to-day basis. The bidders must provide the training outline and program

NAME : (Block Capitals)

SIGNATURE : DATE:
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ANNEXURE F: EQUIPMENT TECHNICAL DESCRIPTION

Full technical description of all equipment supplied must be provided. Any brochures for items of this tender should be submitted along with technical specifications and data sheets which shall be used to verify compliance.

The tenderer shall submit a certificate of performance characteristics by ISO- and SANS-recognized test institution.

The tenderer must ensure that all equipment is registered with the appropriate bodies governing this environment such as ICASA, etc.

The equipment shall be robust in construction, particularly with respect to the outer casing and control/selection knobs/buttons need to be suitably designed, constructed, protected and fitted in such a manner as to ensure reliable operation throughout the system's lifetime.

The equipment offered shall be designed in accordance with the best current Engineering practices, and the construction, assembly, and workmanship shall be of a uniformly high standard.

The equipment where applicable shall be equipped with adequate lightning protection.

Manufacturer's data sheets and manuals shall be understood to be all current documentation supplied by the OEM. All submitted datasheets must clearly show the model and part number of the equipment being supplied. Equipment inventory shall be the list of all equipment detailing serial numbers, identification marks and any other pertinent information.

The equipment and all the accessories shall have a useful life of at least 5 years of continuous, daily operation. The equipment shall therefore be expected to function to the requirements of this specification for the aforementioned period without any restriction, degradation or limitation.

NAME : (Block Capitals)

SIGNATURE : DATE:
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ANNEXURE G: BIDDER SUBSTANTIATING EVIDENCE FOR MANDATORY REQUIREMENTS

This section is reserved for the bidder to provide information related to the substantiating evidence or comments in the format as required by the bid specification. Substantiating evidence must be relevant and related to the evaluation question. Irrelevant responses and documentation will not be assessed.

Note: The evidence provided in this section will be used by the bid evaluation committee to evaluate the bid. Therefore, each piece of substantiating evidence must be cross referenced to the Solution Mandatory Requirements in Section 3 under SCT 14 paragraph 1.2.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE H: BIDDER SUBSTANTIATING EVIDENCE FOR TECHNICAL REQUIREMENTS

This section is reserved for the bidder to provide information related to the substantiating evidence or comments in the format as required by the bid specification. Substantiating evidence must be relevant and related to the evaluation question. Irrelevant responses and documentation will not be assessed.

Note: The evidence provided in this section will be used by the bid evaluation committee to evaluate the bid. Therefore, each piece of substantiating evidence must be cross referenced to the Technical Requirements in Annexure A.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE I: TENDERER'S ACCREDITATION LETTER FROM THE OEM

The Tenderer's accreditation letter from the Original Equipment Manufacturer (OEM) has been provided in this section

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE J: CURRICULUM VITAE OF ALL PROPOSED KEY RESOURCES

The following is a statement of experience and qualifications of all key staff that will be assigned to the project for the duration of the contract. Curriculum vitae of all proposed key staff have been provided.

Personal particulars	Summary of Overall Experience	Qualifications	Relevant employment history and position held	Outline of recent assignments that have a bearing on the scope of work

Attach additional pages if more space is required

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

ANNEXURE K: TENDERER'S REFERENCE LETTER(S) ON A CONTRACT OF SAME OR SIMILAR NATURE

The following is a statement of work of the same or similar nature (in relation to the scope of work) recently (within the past 5 years) executed by our company. An official letter from each reference site confirming the successful commissioning of that project, during the past 5 years, to the scope of goods and services of the same or similar nature as outlined in section 7 has been provided. Each reference letter has been provided on the customer's letterhead (where the project was implemented) and has been appropriately signed by an authorized official

NAME AND ADDRESS OF CUSTOMER	CONTACT PERSON AND TELEPHONE NUMBER OF CUSTOMER	PROJECT TITLE	NATURE OF DETAIL OF WORK UNDERTAKEN	VALUE OF WORK (inclusive of VAT)	DATE UNDERTAKEN AND COMPLETED

Attach additional pages if more space is required

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE L: APPROACH AND METHODOLOGY

The methods and techniques that will be employed to provide the services and implement the solution to eThekweni municipality, and the tenderer's implementation methodology and project management techniques have been elaborated upon in this section.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE M: IMPLEMENTATION PLAN

A full implementation plan describing how the project will be executed has been provided here

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE N: SOLUTION INTEGRATION CAPABILITIES

The solution's integration capabilities including APIs, tools and platforms describing how the solution will be able to integrate into GIS, PSTN, TETRA, CCTV, eNATIS, SAPS, Justice department, etc. have been provided here

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE O: SKILLS TRANSFER PLAN

A Skills Transfer Plan to empower and transfer skills to eThekwini users for the duration of the contract for each of the Smart Policing services that will be provided has been described here.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)