

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: T/ING/002/2023**

**TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, REPAIR AND MAINTENANCE OF CAMERA UNITS FOR THE GO GEORGE BUS FLEET FOR A PERIOD OF TWO (2) YEARS FROM DATE OF APPOINTMENT**

ENQUIRIES: MR. JAMES ROBB  
YORK STREET  
GEORGE  
(044) 801 9111 #1854

**ISSUED BY:**  
THE CITY COUNCIL  
MUNICIPALITY OF GEORGE  
P O BOX 19  
GEORGE  
6530

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

TOTAL PRICE OFFERING (INCLUDING VAT)	R
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### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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**B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSES AT 12H00 ON MONDAY, 10 JULY 2023**

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**BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

## **GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT** **TENDER NUMBER / NOMMER: T/ING/002/2023**

Tenders are hereby invited for the **Appointment of a Service Provider for the Supply, Repair and Maintenance of Camera Units for the Go George Bus Fleet for a period of two (2) years.**

Completed tenders in a sealed envelope, clearly marked:

**Tender No. T/ING/002/2023** must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than **12:00 on Monday, 10 July 2023**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

A compulsory site meeting will be held at the Go George Bus Depot at Erven 3472, York Street, Bos and Dal, George at 14:00 on Monday, 19 June 2023.

**Non-attendance of the compulsory site meeting will disqualify your tender.**

Tender documents are available at a non refundable deposit of R400-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tenders will be evaluated and awarded as follows:

### Pre-Qualification

Only tenders scoring a minimum of 50 points out of 75 points for Pre-Qualification will be further considered for evaluation on Price, B-BBEE Status and Specific Goals.

### Price, B-BBEE Status and Specific Goals

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Mr. James Robb at (044) 801 9111 #1854.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on

Tenders word hiermee ingewag vir die **Aanstel van 'n Diensverskaffer vir die Voorsien, Herstel en Onderhoud van Kamera Eenhede vir die Go George Bus Vloot vir 'n tydperk van twee (2) jaar.**

Voltooide tenders in 'n verseelde koevert, duidelik gemerk:

**Tender Nr. T/ING/002/2023** moet voor **Maandag, 10 Julie 2023** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

'n Verpligte terrein vergadering sal by die Go George Bus Depot by Erf 3472, Yorkstraat, Bos en Dal, George om 14:00 op Maandag, 19 Junie 2023 gehou word.

**Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.**

Tender dokumente is verkrygbaar teen 'n R400-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Tenders sal as volg ge-evalueer en toegeken word:

### Voorafbepaalde kriteria

Slegs tenderaars wat 'n minimum van 50 punte uit 75 punte behaal vir Voorafbepaalde kriteria, sal verder vir evaluering op Prys, B-BBEE Status en Spesifieke Doelwitte oorweeg word.

### Prys, B-BBEE Status en Spesifieke Doelwitte

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Mnr. James Robb by (044) 801 9111 #1854.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

Dit sal van die suksesvolle tenderaar verwag word om op

the Central Supplier Database (CSD).

**DR M GRATZ  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**

die Sentrale Verskaffersdatabasis (SVD) te registreer.

**DR M GRATZ  
MUNISIPALE BESTUURDER  
GEORGE MUNISIPALITEIT  
GEORGE  
6530**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, REPAIR AND MAINTENANCE OF CAMERA UNITS FOR THE GO GEORGE BUS FLEET FOR A PERIOD OF TWO (2) YEARS**

BID NUMBER: T/ING/002/2023

CLOSING DATE: 10 July 2023

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit  
The Civic Centre (1<sup>st</sup> Floor)  
York Street  
GEORGE

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

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.**

## DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
<b>Contact Details of the Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

## DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_



# THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

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

\_\_\_\_\_ **NAME OF TENDERER** \_\_\_\_\_

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

- The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: T/ING/002/2023**  
**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, REPAIR AND MAINTENANCE OF CAMERA UNITS FOR THE GO GEORGE BUS FLEET FOR A PERIOD OF TWO (2) YEARS**

- Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

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

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

# THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

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

\_\_\_\_\_ NAME OF TENDERER \_\_\_\_\_

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: T/ING/002/2023**  
**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, REPAIR AND MAINTENANCE OF CAMERA UNITS FOR THE GO GEORGE BUS FLEET FOR A PERIOD OF TWO (2) YEARS**

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

\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_  
\_\_\_\_\_

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## JOINT VENTURE

Only to be completed if applicable

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**

**SCHEDULE OF SUB-CONTRACTORS**

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

*If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.*

<b>Sub-Contractor's Name</b>	<b>Work Activities to be undertaken by the Sub-contractor/s</b>	<b>Work Recently Executed by Sub-contractor/s</b>

## TENDER SCOPE AND PRICING SCHEDULE

### **APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, REPAIR AND MAINTENANCE OF CAMERA UNITS FOR THE GO GEORGE BUS FLEET FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF APPOINTMENT**

#### **1. BACKGROUND**

George Municipality has implemented a vehicle tracking and camera system for municipal vehicles, including the GO GEORGE buses, which only have the camera component of the system.

The tender calls for the successful bidder to install the required equipment, maintain the same and address any latent defects that may occur for a contract period of two (2) years.

The service provider that installed the current CCTV system in the buses will be responsible for the removal thereof before the new system can be installed.

#### **2. GENERAL DESCRIPTION SCOPE OF WORK**

The successful bidder will be required to install the necessary cameras and recording equipment in the GO GEORGE bus fleet as specified.

1. There are several devices that need to be installed in the buses:

- a. **Forward facing IP camera.** This camera should have a wide field of view (FOV) to record an image of the road in front of the bus and main purpose is for incident management e.g., crash recording.
- b. **Driver area IP camera.** The main purpose of this camera is to record the area around the driver. The image recorded should be sufficient to allow an analysis of driver behaviour and to view passengers embarking and disembarking from the bus. A wide horizontal FOV is required to achieve this e.g., fisheye, or panoramic type cameras.
- c. **Passenger area IP camera:** Public safety and improved operational efficiency are the main reasons these cameras are installed to record video footage aimed at the passenger area. The right camera location combined with FOV will ensure that the maximum seating is covered.
- d. **Rear facing IP camera:** This camera should have a wide FOV to record an image of the road to the rear of the bus and main purpose is for incident management e.g., crash recording. It must be noted that this rear facing camera is an optional extra to be installed at the discretion of the Municipality should budget allow.
- e. **Mobile Network Video Recorder:** The MVR must have sufficient channels, the minimum being the 4 IP cameras listed in points a-d above. An optional item has been included in the pricing schedule should a MVR with more channels be necessary to allow for expansion on the number of IP cameras that must be installed.

2. The installed equipment remains the property of the successful bidder and must be installed and maintained for a period of two (2) years from date of appointment.
3. All installations, repair, replace or maintenance activities will take place at the Bus Depot where the Client will make a bay available to the Contractor. This bay will have lighting and power points for the use of the Contractor.
4. All installations will be checked weekly as part of a preventative maintenance routine. The successful bidder will prepare a checklist for the weekly inspections and obtain the Client approval thereof. Bidders to take note that some of this work needs to be done after hours, to ensure that each bus is checked at least once every week.
5. The Contractor, irrespective of whatever standby / generated power is made available in this bay by the Client, should plan their work to be able to continue even if there is load shedding or other power failures.
6. All equipment installed in the buses and/or other areas at the Bus Depot shall be removed by the Contractor with the completion of the contract.
7. The Contractor is responsible for off-bus storage of all footage from all cameras and the back-office platform to manage all aspects of the video security operations. The back-office platform must support web and mobile Client access.
8. Communication between the MVR and the off-bus storage is provided by the Client in the form of wireless access points installed at the Bus Depot.
9. The Successful bidder is responsible for training of Client staff regarding daily checks to report faults timeously, but also in the use of any software associated with the solution.

### **3. FUNCTIONAL SPECIFICATION**

The following functional requirements is a requirement of the installed system:

#### **1. Off-Bus storage and Back Office Platform**

- a. The off-bus storage provided shall be capable of storing 45 days of footage from all the cameras shall be provided in the off-bus storage.
- b. Suitable video compression format that preserves the original video quality shall be used for the off-bus storage of video footage. Formats that are acceptable is Advanced Video Coding (AVC, H.264) and High Efficiency Video Coding (HEVC, H.265). The information provided in Annexure A will assist the Bidder in determining the off-bus storage required.
- c. Storage can be provided on-site, which will be the Bus Depot in this case, or in the cloud.
- d. The Client installed wireless access throughout the Bus Depot which can be used to upload footage on the MVR to off-bus storage. It is the Bidder's responsibility to ensure that this Wi-Fi access is sufficient for the need to

upload all footage from the MVR to the off-bus storage during the period that the bus is not in use and parked at the Bus Depot. Any shortcomings with the Wi-Fi network to achieve this objective will be addressed by the Contractor.

- e. If the link between the MVR and the off-bus storage requires an internet connection, then the successful bidder will be responsible to ensure that the current internet breakout at the Bus Depot is sufficient for this need.
- f. The same applies for the link between the off-bus storage and the back-office system and the end users. If the current internet breakout at the Bus Depot is insufficient for the needs of this bid, then the Bidder must make provision in his pricing to provide the required internet breakout.
- g. The off-bus storage solution shall allow for backup and archiving of critical data to prevent it from being overwritten after the 45 days period. The Client shall be informed when data that will be permanently lost due to the system having to overwrite it to manage storage space and written approval obtain that this may be done. Should the Client wish to retain the data, then the Client shall make provision to have it archived before the off-bus storage runs out of storage space and inform the Contractor accordingly.
- h. The minimum functionality that will be available on the back-office platform are as follows, but not limited to it. The Bidder shall list all functionality in their offer with their returnable documents, cross referenced to this clause.
- i. Secured Web Client and Mobile Client access with username and password login.
- ii. User registration with role allocation that includes at least an administrator role versus a user role. Different level of user roles is required to distinguish between those that can view versus those that must manage, have to-do actions, activate, or deactivate devices, change approved configurations, draw reports, amongst others.
- iii. Health monitoring in real time and historically of the system which include devices, cameras, and events. It shall also provide status of storage or remaining storage capacity.
- iv. On-board monitoring in real-time to allow tracking of the buses via the GPS of the MVR, playing of videos streamed from the camera mounted in the buses, playing back the tracks the vehicle travelled along and receiving accurate and timely event notifications.
- v. Search capabilities to search for triggered events that happened in the past or recordings from a specific bus or camera.
- vi. The Mobile Client shall allow mobile users to receive notifications, track the location of a bus via the MVR's GPS and check the health status of the devices installed on the bus. Video streaming of life footage from the



cameras on the bus should be limited for emergency needs only to preserve 3G/4G data usage.

## **2. Mobile NVR**

- a. Storage capacity for 30-day storage of footage from all the cameras on solid-state disc drive(s) (SSD). Storage on SD cards is not allowed. Same requirements of 3.1.(b) regarding video compression. See Appendix A for size of current fleet to determine the size of storage required for all cameras on the bus.
- b. The MVR will connect wirelessly via the Wi-Fi network at the Bus Depot to bulk upload video footage recorded during the day to the off-bus storage.
- c. Although not a compulsory requirement, it is advisable that the MVR should have POE (Power over Ethernet) ports on all the channels to simplify the installation and need for multiple cables to the cameras. Should the MVR not have POE capabilities then use of POE adapters to obtain the same functionality shall be deployed.
- d. The MVR and IP Cameras shall automatically start up when the vehicle in which it is installed starts up.
- e. The MVR should continue to operate even if the bus is switch off to ensure that video footage can be uploaded to off-bus storage. It is the Contractor's responsibility to ensure that sufficient standby power in the form of auxiliary battery is available and to manage this power resource.
- f. The MVR should also be reachable wirelessly with 3G/4G card for real time remote access. Data sim cards will be provided by the Client.
- g. Real time tracking of the bus via the NVR or any other integrated device to the NVR with the Global Navigation Satellite System (GNSS) is a compulsory requirement. The successful bidder to ensure that a suitable antenna to provide the 3G/4G and GNSS capabilities are installed.

## **3. IP Cameras**

The selection of the IP cameras will be based on the following:

- a. Fit for purpose. Location and (FOV) required with the camera are of utmost importance.
- b. Most if not all the cameras will be ceiling mounted.
- c. Dash mount cameras, due to excessive vibration on the dash boards, are not recommended.
- d. Rear facing camera, if installed inside the bus, shall be tamper proof. If the camera has sufficient IP-rating (Ingress Protection rating), consideration can be given to install this camera outside the bus. The same applies for forward facing camera.

#### **4. Software**

The Operating System (OS) for the back-office software shall comply to the following minimum specifications:

- a. Microsoft Windows 10 64-bit.
- b. Microsoft Windows Server 2019 64-bit.
- c. Microsoft Edge 100.
- d. Internet Explorer 11 and above.
- e. Database: PostgreSQL open-source database.
- f. Mobile Client: iOS 10.0 and above and Android 6.0 and above.

#### **4. TECHNICAL SPECIFICATIONS**

The technical specifications and compliant matrix are provided in Appendix C.

#### **5. INSTALLATION REQUIREMENTS**

*Important Notes Before You Begin. Please make sure you follow the following installation requirements, especially on new vehicles that are still under warranty. Also make sure to complete the pre/post-installation check list contained in Annexure B.*

##### **a. Off-bus storage**

The Client shall make floor and/or wall space available for the Contractor to install the off-bus storage at the Bus Depot should the proposed solution require it.

The Contractor needs to evaluate the safety and security of the location provided for the storage equipment and the environment (temperature and humidity control) and inform the Client if it does not meet the necessary standards. Should the Contractor decide to host the equipment at a more appropriate location, e.g., data centre, then the contractor will be responsible to include the internet breakout cost to do so in the pricing. This applies to the internet breakout at the Bus Depot and the data centre.

The off-bus storage shall have a redundant power supply and it is the Contractor's responsibility to ensure a UPS (Uninterrupted Power Supply) for the B feed to keep the storage running 24/7 should a B feed not be available at the Bus Depot.

## **b. The Drilling of Holes – Protecting the Paint Warranty**

When drilling of holes into the vehicles one must make sure that no vehicle wiring, or other vehicle components are drilled into for example part of the wiring harness or other components.

The drilling of holes in the vehicle is always a risk. Where bare metal is concerned it is important to touch up the exposed areas with catalysed 2K paint. If the vehicle is painted in 2K then we recommend touching up with 2K paint which is mixed with hardener.

For basecoat painted vehicles the exposed metal should be touched up with basecoat followed by correctly catalysed clear coat. OEM plants obviously have sealers etc which would also do a good job of sealing off the bare metal, but within the Refinish range of products the above method is the best bet.

Touching up of drilled holes should be done immediately after drilling the holes and before 'flash-rust' occurs which is usually invisible to the naked eye.

The areas must also be thoroughly cleaned with a wax and silicone remover before they are touched up. An artist's brush will give the best results and the paint consumption should be minimal.

## **c. The routing of Cables – Protecting the Circuitry**

The routing of cables must be done carefully to avoid the chaffing of the insulation. Where possible avoid placing the cables against a sharp edge, and when it is unavoidable, ensure that the sharp edge is fitted with a piece of pinch weld to protect the cable. Cables should be protected with spiral tubing for extra protection and to keep the cables together wherever possible.

When routing cable the cable must be hidden and not be visible to passengers as an exposed cable can be pulled or damaged.

## **d. Installation neatness**

All items installed must be of the utmost neatness and not look like it was retrofitted to the vehicle, rather it should look like it is a factory install.

## **e. Installation approvals**

All items installed must first be approved by the Client after discussion with both the vehicle owners and manufacturers, to ensure that no warranties are voided.

## **6. PRICING SCHEDULE**

The Pricing Schedule is provided in Appendix E and the following pricing instructions shall apply to the Pricing Schedule:

## General Instructions:

1. The portion of the material cost that is subjected to fluctuation of the exchange rate will be indicated. Failure to do so will result in a Zero (0%) being noted.
2. Pricing for material supplied under this contract will be subjected to contract Price Adjustment according to the following principles:
  - a. The tenderer shall indicate what percentage of the material cost is linked to the exchange rate by indicating the percentage for each item in the schedule.
  - b. The material portion of the price increase shall be split between a portion linked to the exchange rate, Part A of the price increase and a portion, Part B, the remainder, linked to the Producer Price Index for the Electrical Equipment Manufacturing Industry as published by the Federal Reserve Economic Data (FRED) (Link: [Producer Price Index by Industry: Electrical Equipment Manufacturing \(PCU3353133531\) | FRED | St. Louis Fed \(stlouisfed.org\)](https://fred.stlouisfed.org/series/PCU3353133531)).
  - c. To claim Part A of the price increase for material, the tenderer shall include in Appendix D, the description of the item which they want to link to the fluctuation in exchange rate and the payment item reference, the foreign exchange price, and the foreign exchange rate versus the ZAR rate at time of tender.
3. The labour portion of the tendered rate, Part C of the price increase shall increase with the CPI Headline Index as publish by the Department of Statistics in the PO141 Statistical Release under Table B1, base date Dec2021=100. This will denote Part A of the price increase. (Link: [Publication | Statistics South Africa \(statssa.gov.za\)](https://www.statssa.gov.za/publications/PO141/PO141_202109.pdf)).
4. Contract Price Adjustment (CPA) shall be calculated as follows:

CPA = Price increase for Foreign Exchange Rate on Material (Part A) + Price increase on material for FRED Electrical Equipment Manufacturing (Part B) + Price increase for Labour (Part C) where:

Part A = Material Amount x Percentage tendered for fluctuation in Exchange Rate x  $\frac{\text{ExcRate}_P}{\text{ExcRate}_O}$

Part B = Material amount excluded from exchange rate fluctuation (remainder after Part A has been subtracted) x  $\frac{\text{FRED}_P}{\text{FRED}_O}$

Part A = Labour Amount x  $\frac{\text{CPIP}}{\text{CPIO}}$

Where  $\text{ExcRate}_O$  is the exchange rate the month before tender closed;

$\text{ExcRate}_P$  is the exchange rate in month of payment certificate;

FRED<sub>O</sub> is the producer price index for Electrical Equipment Manufacturing the month before the tender closed;

FRED<sub>P</sub> is the producer price index for Electrical Equipment Manufacturing in month of the payment certificate.

CPI<sub>O</sub> is the CPI the month before tender closed;

CPI<sub>P</sub> is the CPI in month of payment certificate;

**Total CPA = Part A + Part B + Part C**

5. The rates tendered for the supply and fitment of any equipment shall include the rental of the equipment, the cost of procuring the equipment, the installation, maintenance, and operation thereof as well as the cost to remove the equipment at the end of the contract period and the unit of payment shall be a unit-month or part thereof.
6. Bidder to note that Penalties will be applicable in terms of the special conditions applicable to this bid, that shall be applicable to the successful bidder. These penalties shall be subtracted from the payment certificates as and when they occur.
7. The goods supplied under this tender, for the duration of the contract, shall be fully and comprehensively insured, including cover through SASRIA, against any losses and/or damages in respect of such goods. The Bidder shall be liable for and pay all premiums in respect of such insurance and include the cost thereof in the rates tendered.
8. A ten (10) percent retention will be subtracted from the monthly payment certificate except the last monthly claim. Five (5) percent hereof will be paid back with last monthly claim and the other Five (5%) will be paid back with the final payment certificate when all equipment has been removed.
9. All first-time training of the Client staff, be it daily checks to report issues or the use of software provided with the solution, is deemed to be inclusive of the rates. Any second time training of the same or new staff will be claimed under the ad-hoc hours item in the schedule.

### **Payment items**

#### **10. Supply and fitment of equipment on buses as specified.**

The rates provided for material will include for provision of the equipment, all incidental materials such as ducting, cabling, brackets, etc. to have a functional installation once completed.

The rate for labour shall include all installation, maintenance and operational costs, the tools required to perform the work, the making good of any drill holes and paint work as per manufacturers and/or fleet manager's requirements and transport to and from the Bus Depot. It shall also include

the completion of the pre- and post- installation checklist and the approved equipment installation and commissioning checklist.

The price shall also include all cost associated with the powering of the system and keeping cameras powered up for at least 30min after the bus has been switched off and the mobile MVR until all footage has been uploaded via Wi-Fi to centralized storage, all software associated with the equipment to make it function according to specifications.

The rates tendered for the extra over items include all cost to provide the equipment and to install it on the same basis and specified above.

**11. Supply and installation of off-bus storage as specified.**

The material rate tendered for the off-bus storage include all costs associated with provision of the equipment, the rack space to install the equipment in, all incidental materials such as ducting, cabling, brackets, mains power supply A and back-up power supply B, Wi-Fi connectivity, Internet Breakout etc. to have a functional installation once completed.

The rate for labour shall include all installation, maintenance and operational costs, the tools required to perform the work, the making good of any drill holes and paint work, transport to and from the bus depot, etc. It shall also include the completion of the pre- and post- installation checklist and the approved equipment installation and commissioning checklist.

Cost for improving the Wi-Fi access points at the Bus Depot, if required, and providing or improving an internet break out for the off-bus storage equipment stored at the Bus Depot shall also be included in the rates provided.

**12. Supply and installation of back-office platform with web Client.**

The material rate tendered for the supply and installation of the back-office platform with web Client shall include all hardware and software cost required for this functionality.

The rate for labour shall include all installation, maintenance, and operational costs. It shall also include the completion of the approved equipment installation and commissioning checklist.

**13. Weekly health-check of all equipment fitted in a bus.**

The Labour rate tendered for the weekly health-check shall include all labour, tools, and any materials required for minor repairs to perform the task and the unit of payment shall be a bus-week or part thereof. It shall include the checking of all items installed in a bus and reporting the results on a weekly basis in a format acceptable to the Client, fixing of obvious issues, replacing consumables such as batteries, trunking and cable that may show normal wear and tear, tools needed to perform this work, transport to and from the Bus Depot.

The bus schedules must be taken into consideration with the planning of the weekly checks and no additional payment will be made if weekly checks must be done after hours.

**14. Ad-hoc call outs for fault finding and minor repairs.**

The labour rates tendered for the ad-hoc call-outs to attend to exceptional events should the system in a bus not perform as intended shall include all tools, transport and other incidentals and shall be paid for per hour or part thereof. It shall include fault finding, re-configuring of equipment and replacement of equipment if the fault is with the equipment and cannot be attributed to neglect, tampering or malignant damage caused by a third party.

Should the cause of replacement be due to no fault of the Contractor, then the Contractor will provide proof or evidence to that effect and the replacement of the equipment will then be claimed under the payment item that it was used for the initial install.

After Office Hours means 06:00 to 08:00 and 17:00 to 22:00, Monday to Friday (both days included) and all Saturdays, Sundays, and public holidays.

**15. Removal of equipment at end of Contract Period.**

The lump sum tendered under this item shall cover all costs to remove the equipment installed at the end of the contract period, the back-up and handing over of all data belonging to the Client and the making good of any drill holes and paint work as per manufacturers and/or fleet manager's requirements.

**7. SPECIAL CONDITIONS APPLICABLE TO THIS BID**

**7.1. RESOURCING AND LOCAL SOURCING**

- Wherever possible the successful bidder must source local resources. Additional resources may only be sourced from outside the George area where it is not available locally. First priority for sourcing must be from the GIPTN Affected Persons Register (APR). Where no such candidates can be sourced, prior written permission from the Municipality is required to source from outside the APR.
- The APR is the register developed by the Municipality of the individuals employed in the mini-bus taxi industry in George that have registered with the Municipality.
- All of the successful bidders' resources must have the requisite skill and experience required for this tender and be suitable qualified. Should the George Municipality require additional resources or more suitable candidates then the successful bidder shall supply such. The Municipality may further request the successful bidder to remove any resources who do not comply with requirements.

- The successful bidder must provide prior written notification should any of its resources change and shall provide possible replacement candidates for assessment by the George Municipality prior to utilisation of such resources.
- All resources detailed in the tender must be available to work on this project at any given time. Substitutes will only be permitted if prior written approval of the Municipality has been obtained.

## **7.2. OPERATIONAL OFFICE**

- The successful bidder must establish or have an established operational office in the George area. In the event that the new successful bidder does not already have an established office in George the bidder will be required to set up such an office within three (3) months of the award but must be in a position to provide the full suite of service required from day one of contract commencement.

## **7.3. GOVERNANCE AND REPORTING**

- The successful bidder will be managed and directed by the appointed Contract Manager.
- The GIPTN Manager is the responsible Government official for all aspects of the GIPTN system and he/she must report to both the George Municipality and Western Cape Mobility Department on all aspects regarding the operation of the GIPTN, including marketing and communications.
- The George Municipal appointed Public Transport Oversight Official is the Contract Manager and responsible budget holder and reports to the GIPTN Management Committee (MANCO) and the Directorate for Civil Engineering Services under which department the GIPTN resides on the activities of the marketing and communication team.
- Therefore, the George Municipality's appointed Contract Manager, and the GIPTN Manager will meet with the successful bidder monthly for a Status Meeting, which must be minuted with an agenda.
- In addition, the successful bidder must attend weekly fleet technical meetings where the health of all on-bus equipment is discussed with all stakeholders.
- The successful bidder must submit a weekly status report (units and vehicles checked, repaired, installed, replaced, response times) to the GIPTN project team (distribution list will be provided) in a format determined by the George Municipality.
- The successful bidder must submit on a month basis a copy of job cards with a summary report of successes, challenges, key activities and monitoring, repair, installation, and replacement statistics. These records



will serve as proof of deliverables achieved and must be available at all times for inspection by the George Municipal appointed Contract Manager and/or GIPTN Manager in the form of an auditable portfolio of evidence. The agreed upon portfolio of evidence will be subject to the direction and requirements of the Municipality.

- The successful bidder will familiarise themselves with the existing Standard Operating Procedures (SOPs) in place and adhere strictly to such SOPs. Any amendments and/or changes are welcomed and require approval from the George Municipal appointed Contract Manager who will submit to MANCO for final discussion and approval.
- Where additional SOPs are required for the purposes of this tender, these are to be drafted in collaboration with the George Municipal appointed Public Transport Oversight Official and to follow the required approval process prior to implementation.
- The successful bidder is responsible for all minute-taking and agenda preparation activities related to regular report status meetings with the Municipality.

#### **7.4. SYSTEMS AND SOFTWARE**

- Access to the monitoring software the successful bidder utilises must be provided to all users requested by the Municipality. This must include support for maintaining and adding additional users as and when required.

#### **7.5. PAYMENTS AND INVOICING**

- The successful bidder will agree on the contents and format of assignments and budgets with the Municipality prior to the commencement of any work activities.
- Budgets for all ad-hoc assignments will be agreed in writing between the Parties prior to commencing with any work activities.
- Invoicing runs on a calendar month and payment is 30 days after invoicing.
- The Municipality shall pay the successful bidder in accordance with the prices charged in the pricing schedule in in the Tender Documents, within 30 (thirty) days of receipt of a tax invoice, provided that the services to which the tax invoice relates have been completed to the satisfaction of the Municipality.
- The following details must be reflected on the tax invoice forwarded to the Municipality by the successful bidder:
  - Name, address and VAT registration number of the Service Provider;
  - Banking details of the Service Provider;
  - Name and address of Municipality and the Municipality's VAT registration number;

- Serial number and date of issue of the invoice;
  - Accurate description of the goods and/or the Services;
  - Quantity or volume of goods and/or the Services supplied;
  - Value of the supply, the amount of tax charged and the consideration of the supply (value and the tax);
  - VAT payable.
- The Municipality will verify the correctness of a tax invoice. If the Municipality identifies any material discrepancies, the tax invoice will be referred back to the successful bidder, and the amount due will be payable within 30 (thirty) days from receipt of a correct invoice, provided that the services have been achieved to the satisfaction of the Municipality.
  - In the event of an error, unverified or uncertified item on a monthly tax invoice, the Municipality shall be permitted to alter, certify, or verify such item and make the amendments to future monthly tax invoice(s) submitted to the Municipality.

#### **7.6. INFORMATION HANDLING**

- All GIPTN Information is the property of the Municipality and must be made available to the Municipality, as reasonably required by the Municipality.
- The successful bidder shall store all GIPTN Information for a period of at least three (3) years, or for a period permitted in terms of applicable law, in a form and manner accessible to the Municipality and its service providers.
- The successful bidder must ensure that the Municipality retains ownership and custody of all electronic and hard copy designs, licenses, materials, publications, and documentation prepared for the Municipality.
- The successful bidder shall establish and maintain security measures to safeguard Personal Information being processed on behalf of the Municipality in accordance with the requirements of the POPI Act and the Municipality.

#### **7.7. FACILITIES**

- The Bus Depot is the temporary Bus Depot located at York Street, Bos en Dal, George, 6529, used by the Vehicle Operating Company (VOC) who is responsible for using and maintaining the buses in the provision of public transport services.
- The Municipality or the GIPTN Manager will arrange for access by the successful bidder to the Bus Depot in accordance with the requirements of the Tender Documents. If the requirements of the Tender Documents cannot be met by the Municipality or the GIPTN Manager, a suitable alternative will be made available to the successful bidder.

## **7.8. EQUIPMENT INSTALLATION**

- The Municipality will provide the successful bidder with a purchase order for the installation of the necessary cameras and recording equipment on the GO GEORGE Bus Fleet prior to installation thereof.
- The Municipality will provide the successful bidder with Municipal data sim cards for the cameras and recording equipment and shall be liable for the data charges and airtime charges attendant to such sim cards. Such sim cards shall remain the property of the Municipality and are to be returned to the Municipality upon termination of the tender, or if such sim card is no longer being utilised in the provision of the services.
- The successful bidder will make a technician available within Office Hours or After Office Hours. The GIPTN Manager will advise of a date and time when the relevant bus can be made available for the installation of the necessary camera and recording equipment and make such bus available. Buses will be made available onsite at the Bus Depot for the installation of the camera and recording equipment or at another location as advised by the GIPTN Manager.
- Installation of the camera and recording equipment in each bus comprising the Bus Fleet shall be completed within the time period as agreed upon prior to installation.
- Installation of the camera and recording equipment is subject to the completion of the pre and post installation check by the Municipality as contained in Appendix B, which shall be indicative of the condition of such bus at that time. The successful bidder is required to be present alongside the Municipality in the conducting of the pre and post installation check.
- The successful bidder will ensure that there is a holding stock of five (5) camera and recording units at all times.
- It is hereby noted that the estimate number of trips or hours of operation specified may be subject to the change, as advised by the GIPTN Manager or PTOO.

## **7.9. EQUIPMENT MAINTENANCE**

- The successful bidder must perform health checks and maintenance on the camera and recording equipment on a weekly basis. The GIPTN Manager will advise the successful bidder on which days such maintenance is to take place. Maintenance of no less than six (6) vehicles per day will be checked by the successful bidder. The GIPTN Manager will provide a vehicle checking schedule.

#### **7.10. EQUIPMENT DEINSTALLATION**

- The successful bidder will be responsible for the deinstallation of the camera and recording equipment in the GO GEORGE Bus Fleet at no cost to the Municipality on the termination of the tender, for whatever reason.
- Such deinstallation will take place within a time period as agreed on between the successful bidder and the GIPTN Manager.
- Deinstallation of the camera and recording equipment must be undertaken in accordance with the requirements of this tender and is subject to the completion of the pre and post installation check by the Municipality as contained in Appendix B.
- The successful bidder is required to be present alongside the Municipality when conducting the pre and post installation check as part of the deinstallation process.

#### **7.11. EQUIPMENT DAMAGE AND/OR LOSS**

- For clarity, the Municipality shall not be liable for any damage to and/or loss of camera and recording equipment suffered by the successful bidder, unless the successful bidder is able to show that the Municipality was solely responsible for the damage to and/or loss, and that such claim for damage and/or loss has been rejected by the successful bidder's insurance.
- In the event of any such damage to and/or loss of any camera and recording equipment, such equipment must be replaced by the successful bidder within 24 hours of being made aware, irrespective of the liability for such damage and/or loss.

#### **7.12. EQUIPMENT WARRANTIES**

- The successful bidder warrants that any goods supplied as part of this tender are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials.
- The successful bidder further warrants that all goods supplied under this tender have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the Municipality's specifications, unless reviewed and signed off by the successful bidder).
- This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, or Services have been installed and accepted.
- The Municipality shall notify the successful bidder promptly, in writing, of any claims arising under this warranty.

- Upon receipt of such notice, the successful bidder shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Municipality.

#### **7.13. INJURY OR DAMAGE TO PERSON OR PROPERTY**

- The Municipality will not be held responsible for an injury or damage to any person or property of the successful bidder.
- The successful bidder will be held liable for any damages to the Bus Fleet arising from the Successful bidder not undertaking installation and/or deinstallation of the camera and recording equipment contrary to the requirements of this tender and/or the instructions of the Municipality.

#### **7.14. TRAINING**

- The successful bidder must provide an initial comprehensive training programme to the Municipality for those individuals whom the Municipality have selected to receive training on the use of the camera and recording equipment.
- Additional or follow-up training will be determined by the GIPTN Manager and will be provided by the successful bidder in accordance with the ad hoc call out rates provided.

#### **7.15. SUB-CONTRACTORS**

- The successful bidder may subcontract services where specific skills or capacity is required and after receiving written approval from the Municipality.

#### **7.16. PENALTIES AND PERFORMANCE**

- The successful bidder acknowledges that penalties may be imposed by the Municipality for failure to deliver tasks on time or to an acceptable standard as agreed to in the specific work instruction. Penalties may also be imposed where work has been delivered but contrary to agreed plans or specifications. Penalties may include where recorded footage is not available on request and where response times to call-outs are not within agreed timeframes. Additional penalties may include system unavailability due to failure by the successful bidder.
- A penalty schedule and procedure will be discussed and agreed with the successful bidder within 3 months of appointment and be reduced to writing.
- Penalty notices will be issued by the GIPTN Manager or PTOO for each penalty, following which the successful bidder may contest such penalties. The decision to grant the penalty will be at the sole discretion of the George Municipality and a process for recourse will be established.

- Once penalties have been finalised, the successful bidder shall incorporate the penalties into the next tax invoice.
- Any unsatisfactory performance due to the fault of the successful bidder will be remedied by the successful bidder at its own cost.

#### **7.17. MARKETING AND REPUTATION**

- The successful bidder shall not publish its rendering of services to George Municipality for marketing and advertising purposes or make or release any statements or material to the media or the public without the prior written consent of the Municipality.
- The successful bidder shall not do anything to adversely impact on or prejudice the Municipality's reputation in any way.

#### **7.18. EXIT PLAN AND CONTINUITY**

- On termination of this Agreement by either Party, the successful bidder will provide any assistance to the Municipality to ensure continued services during handover to another successful bidder, including provision of information, documents, advice or support to the George Municipality and any subsequent successful bidder.
- The successful bidder shall establish an exit plan within 6 months of appointment which will include a plan to manage transition to another successful bidder, including any deinstallation of equipment, training, handover, support and transfer of equipment, licenses, or other resources.

## Appendix A

### GO GEORGE Bus Fleet Information

1. Number of buses in the GO GEORGE Fleet by type.

MINI BUSES (MBSA), SPRINTERS, 7367 mm	35
MIDI BUSES (MBSA), 10500 mm	33
STANDARD BUSES (MBSA), 12000+ mm	36
STANDARD BUSES (MAN) 12000 mm	29
<b>Total</b>	<b>133</b>

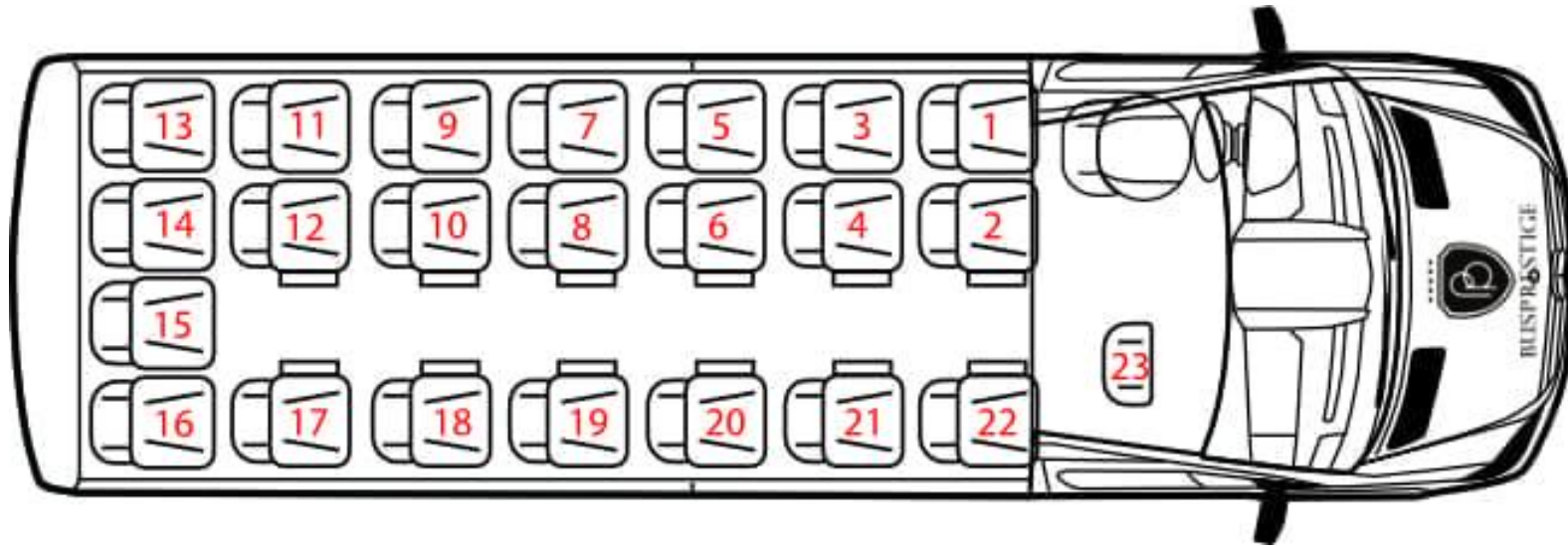
2. Estimate number of Trips / Hours of operation

Current	Bus Type	No of Buses	Revenue KM	Positioning KM	Month Trips	Rev @ 40km/h	Pos @ 60km/h	Month Hrs	Hrs Per Bus
	Mini	17	111,701	25,361	14,146	2,793	423	3,215	189
	Midi	19	89,814	21,258	6,124	2,245	354	2,600	137
	Standard	44	176,687	31,995	11,528	4,417	533	4,950	113
	<b>Total</b>	<b>80</b>	<b>378,202</b>	<b>78,614</b>	<b>31,798</b>	<b>9,455</b>	<b>1,310</b>	<b>10,765</b>	<b>135</b>
Proposed A4	Bus Type	No of Buses	Revenue KM	Positioning KM	Month Trips	Rev @ 40km/h	Pos @ 60km/h	Month HRS	Hrs Per Bus
	Mini	13	50,938	17,987	9,068	1,273	300	1,573	121
	Midi	11	29,151	6,142	1,161	729	102	831	76
	Standard	18	79,521	24,096	5,340	1,988	402	2,390	133
	<b>Total</b>	<b>42</b>	<b>159,610</b>	<b>48,225</b>	<b>15,569</b>	<b>3,990</b>	<b>804</b>	<b>4,794</b>	<b>114</b>
All	Bus Type	No of Buses	Revenue KM	Positioning KM	Month Trips	Rev @ 40km/h	Pos @ 60km/h	Month HRS	Hrs Per Bus
	Mini	30	162639.49	43347.73	23214	4,066	722	4,788	160
	Midi	30	118965.32	27400.21	7285	2,974	457	3,431	114
	Standard	62	256207.66	56091	16868	6,405	935	7,340	118
	<b>Total</b>	<b>122</b>	<b>537,812</b>	<b>126,839</b>	<b>47,367</b>	<b>13,445</b>	<b>2,114</b>	<b>15,559</b>	<b>128</b>
<b>Worst case scenario based on the info above - Hrs per Month</b>									<b>189</b>

3. Typical Seating/Standing Capacity of the different types – see next pages for seating plans.

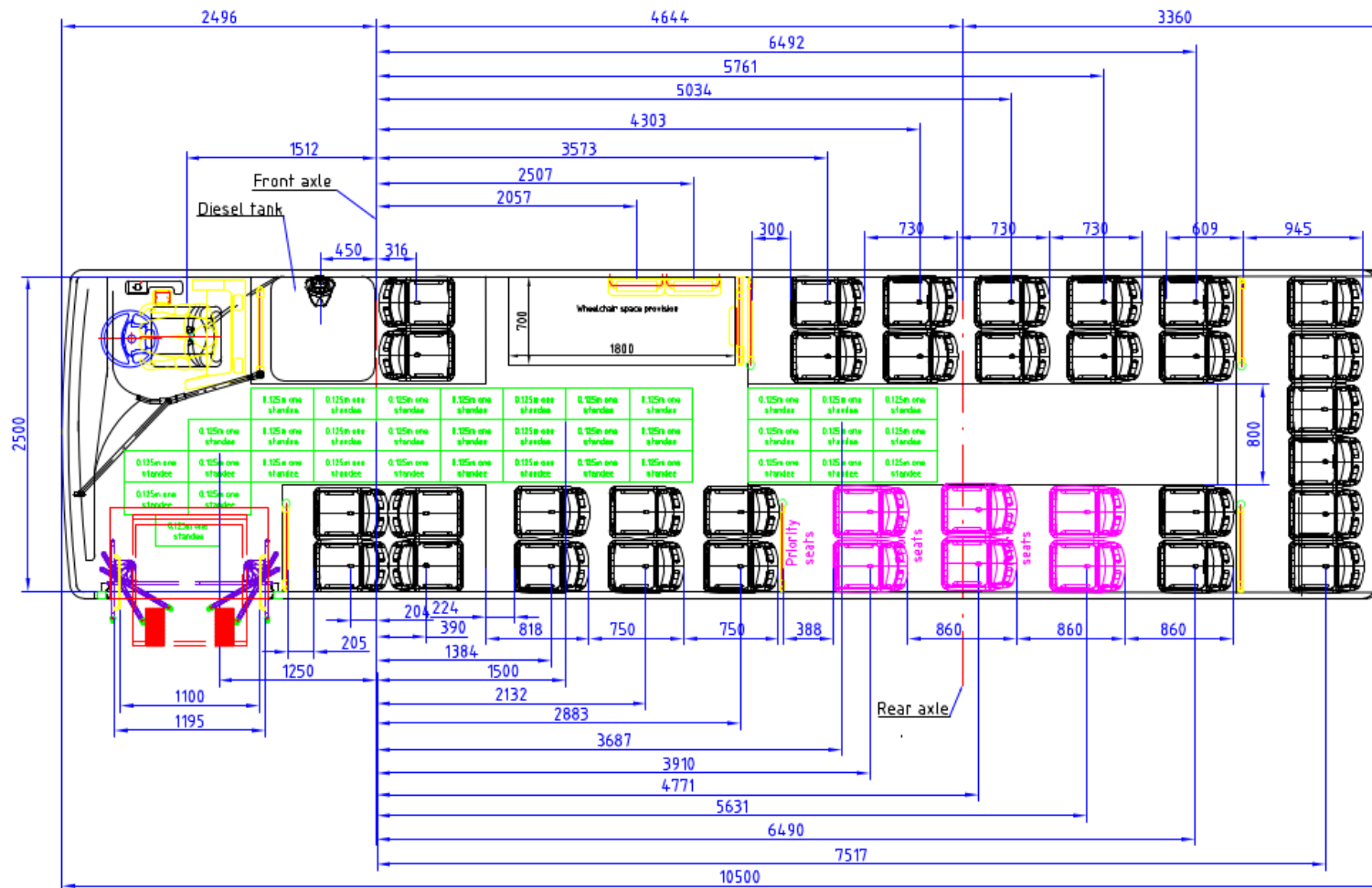
Bus Type	Driver	Seated	Standing	Wheel - chair	Flip down
Mini MBSA	1	20		1	2
Midi MBSA	1	38	36	1	2
Standard MBSA	1	44	37	1	2
Standard MAN	1	39	41	1	2

MINIBUS, SPRINTER

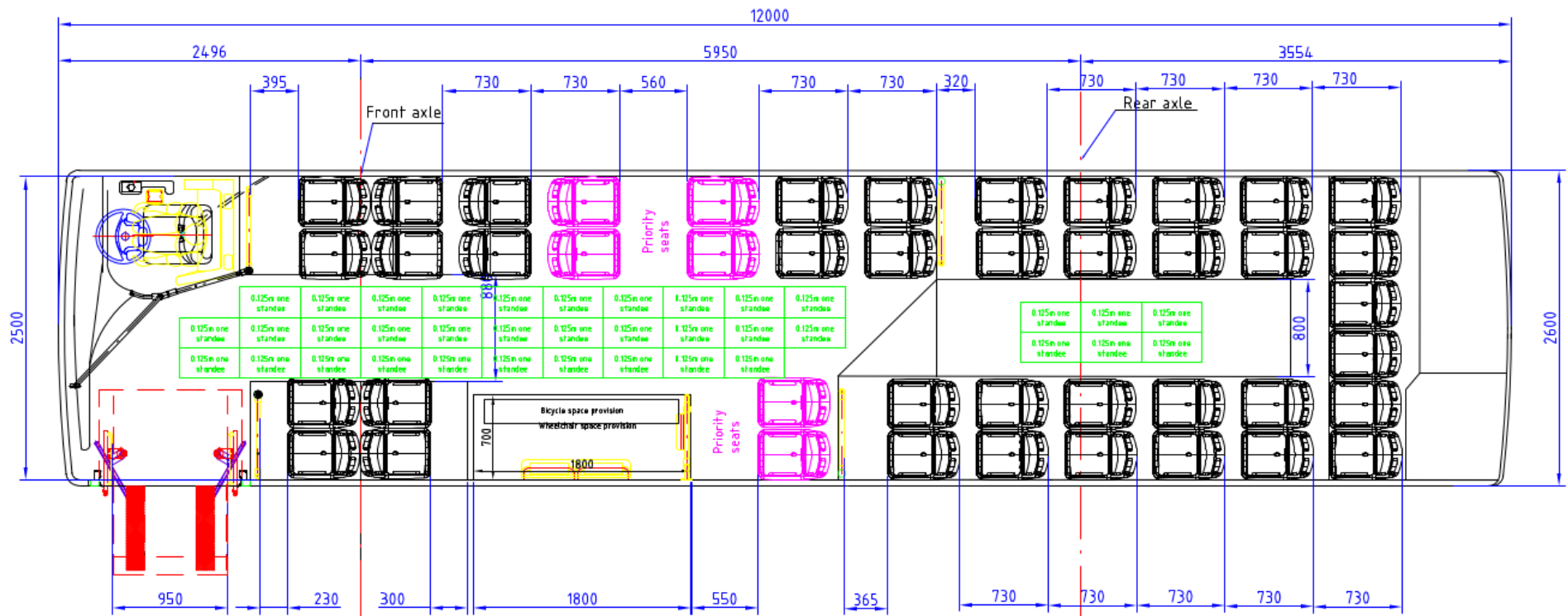




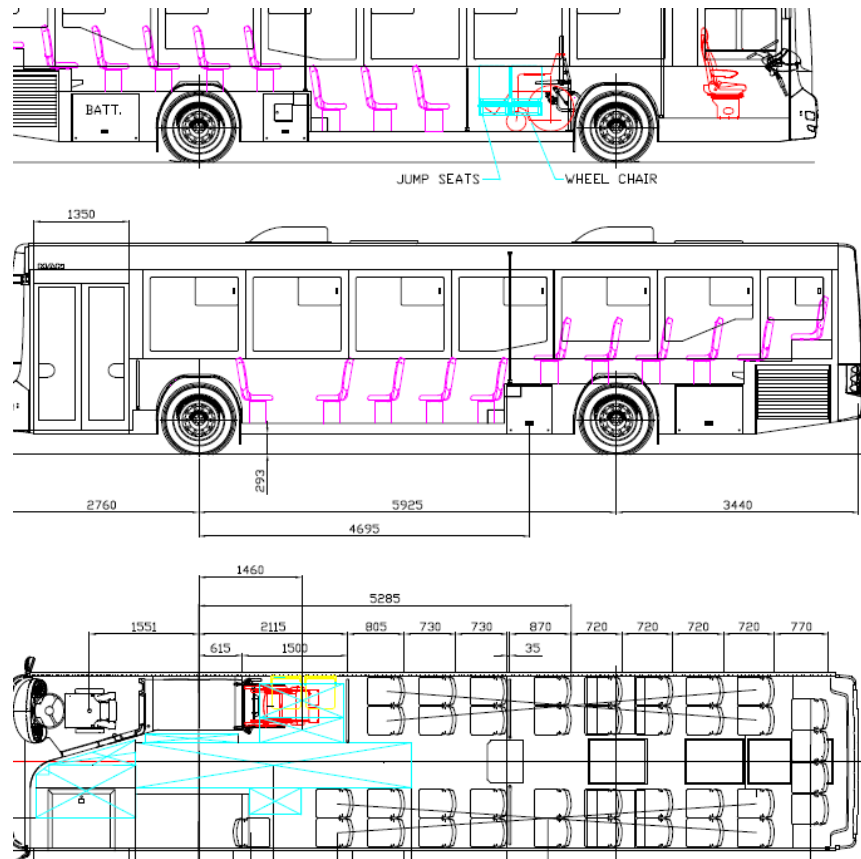
# MIDI BUS



# STANDARD BUS MERCEDEZ BENZ



# STANDARD BUS MAN



MASS DISTRIBUTION (NO SPARE WT)

DESCRIPTION	F/AXL
CHASSIS, BODY & BATTERIES	2944.7
FUEL TANK 230L (FULL) @R/A	47.75
CITY VENTS(x2)	19.22
DRIVER SEAT	64.35
FLIP-UP SEAT x 2 RH	9.00
TOTAL MASS	3085.1
39 SEAT FRAMES	36.89
TOTAL TARE	3122.0
DRIVER	85.79
39 SEATED PASSENGERS	250.88
41 STANDEES	2562.2
LUGGAGE ON F/AXLE	120.00
GVM WITH W/CHAIR+LUGGAGE	6020.9

## Appendix B

### PRE / POST-INSTALLATION CHECKLIST

Note: This checklist is for record purposes to ensure that any issues with the bus is recorded before installation starts and to confirm that no damage was caused during installation. The successful bidder will provide a separate checklist before installation starts to provide record that the system was installed as per specifications and functioning as it should.

Vehicle VIN Number: \_\_\_\_\_ Pre check Date: \_\_\_\_\_

Vehicle Reg Number: \_\_\_\_\_ Post check Date: \_\_\_\_\_

Lights Check	Pre	Post	Notes
Main Beam			
Dimmed			
Park Right			
Park Left			
Fog / Spot			
Reverse			
Break			
Number Plate			
Hazards Front			
Hazards Rear			
Indicator Left Front			
Indicator Left Side			
Indicator Left Rear			
Indicator Right Front			
Indicator Right Side			
Indicator Right Read			

Interior Check	Pre	Post	Notes
Radio Tape/CD*			
Interior Cab Light			
Dashboard Lights			
Air conditioning*			
Horn			
Speedometer			
Electric Windows*			
Electric Mirrors*			
Demister			
Windscreen Wipers			

\* Indicate if not applicable

## Appendix C

# TECHNICAL SPECIFICATIONS AND COMPLIANCE MATRIX

**Note to Tenderers: Use separate sheet to substantiate reasons why they state that the offered equipment complies to the minimum standard listed here, referencing the item to the numbering in this schedule.**

### 1. Mobile wireless for mobile video recorders

The bidder must indicate briefly how their proposed solution will support mobile wireless functionality for the mobile video recorders for 3G/4G and wireless data transmission.	Comply	Do not comply
<b>Substantiate</b>		

### 2. Wi-Fi

The bidder must give a comprehensive description of how their proposed solution makes use of Wi-Fi to upload video from the buses to the main storage server at the Bus Depot. When the buses return to the Bus Depot before going out on its next trip.	Comply	Do not comply
<b>Substantiate</b>		

### 3. Communication Module

#### 3.1. 3G/4G (The 3G/4G module must meet the following requirements)

<ul style="list-style-type: none"> <li>• <b>3G/4G:</b> <ul style="list-style-type: none"> <li>○ Global – Bands - WADMA B1/B2/B5/B8 Europe, Africa</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

#### 3.2. Wi-Fi (The Wi-Fi must meet the following requirements)

<ul style="list-style-type: none"> <li>• <b>Wi-Fi:</b> <ul style="list-style-type: none"> <li>○ WI models- 1 x 2.4G Wi-Fi SMA antenna</li> <li>○ Standard: IEEE 802.11 a/b/g/n/ac</li> <li>○ Frequency Range: 2.4 to 2.5 GHz</li> <li>○ WI58 models - 2 x 5G Wi-Fi SMA antenna,</li> <li>○ Standard - IEEE 802.11 a/b/g/n/ac</li> <li>○ Frequency Range -2.4 to 2.5 GHz, 5.15 to 5.825 GHz</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**3.3. Wireless Power (Must meet the following requirements)**

<ul style="list-style-type: none"> <li>• <b>Wireless power:</b> <ul style="list-style-type: none"> <li>○ Consumption – Standby :&lt; 0.1W – Full Load :&lt; 5W</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**3.4. Wireless communication module (Must meet the following requirements)**

<ul style="list-style-type: none"> <li>• <b>Wireless communication module:</b> <ul style="list-style-type: none"> <li>○ -10 °C to +60 °C (+14 °F to +140 °F)</li> <li>○ 10% to 95%</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**3.5. Schematic of Communication Module**

The bidder must provide a detailed schematic of how the communication module is connected to the onboard MVR, the off-bus storage and the back-office platform and mobile Client.	Comply	Do not comply
<b>Substantiate</b>		

**4. Mobile video recorders (MVR)****4.1. Video/Audio Inputs (Must adhere to the following requirements)**

<ul style="list-style-type: none"> <li>• <b>Video/audio inputs:</b> <ul style="list-style-type: none"> <li>○ IP Cameras - 8 in total, 4-ch connection connected via PoE interfaces and 4ch extendable via PoE interfaces (optional)</li> <li>○ Two-way Audio – 1 Integrated in EXT.DEV interface</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**4.2. Video/Audio output (Must adhere to the following requirements)**

<ul style="list-style-type: none"> <li>• <b>Video/audio outputs:</b> <ul style="list-style-type: none"> <li>○ Video output - 1 Integrated in EXT.DEV interface and 1 VGA</li> <li>○ Audio output – 1 Integrated in EXT.DEV interface</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**4.3. Encoding/Decoding parameters (Must adhere to the following requirements)**

<ul style="list-style-type: none"> <li>• <b>Encoding/Decoding:</b></li> </ul>	Comply	Do not comply
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<ul style="list-style-type: none"> <li>○ Video Compression - H.264, H.265</li> <li>○ Stream Type – Video only or video &amp; audio</li> <li>○ Dual Stream must be supported.</li> <li>○ Audio Bitrate - 16 Kbps</li> <li>○ Frame Rate PAL - 1 to 25fps; NTSC: 1 to 30fps</li> <li>○ Encoding Res - 1080p/720p/WD1/4CIF/2CIF/CIF</li> <li>○ Audio Compression - G.711a/G.711u/G.722.1/G.726</li> </ul>		
<b>Substantiate</b>		

**4.4. Storage (Must adhere to the following requirements)**

<ul style="list-style-type: none"> <li>● <b>Storage:</b> <ul style="list-style-type: none"> <li>○ 2 x 2.5-inch SSD, up to 2 TB for each SSD</li> <li>○ 1 x SD card, up to 256 GB</li> <li>○ Dummy HDD with USB 3.0 interface to extend 2 x SSDs</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**4.5. 3G/4G and Wireless (Must adhere to the following requirements)**

<ul style="list-style-type: none"> <li>● <b>3G/4G and Wireless:</b> <ul style="list-style-type: none"> <li>○ 1 x 3G/4G Slot with external antenna capability</li> <li>○ Wi-Fi must support 2.4GHz or 5.8GHz with external antenna capability (SMA Connector)</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**4.6. Global Navigation Satellite System (GNSS) (Must adhere to the following requirements)**

<ul style="list-style-type: none"> <li>● <b>GNSS:</b> <ul style="list-style-type: none"> <li>○ GPS (Global Positioning System) external antenna capability</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**4.7. Power over ethernet (PoE) (Must adhere to the following requirements)**

<ul style="list-style-type: none"> <li>● <b>PoE:</b> <ul style="list-style-type: none"> <li>○ 4 x M12 PoE interfaces</li> <li>○ Maximum power consumption – match camera requirements</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**4.8. External Interfaces (Must adhere to the following requirements)**

<ul style="list-style-type: none"> <li>• <b>External Interfaces:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Network Interface - 1 × 10M/100M RJ45 Ethernet interface</li> <li>○ Serial Port - 1 × RS-232, 1 × RS-422</li> <li>○ USB Interface - 1 × USB 2.0 and 1 × USB 2.0 of 5-pin aviation plug</li> <li>○ I/O Interface - 4ch alarm input, 2ch alarm output, 4-ch sensor input, 1-ch pulse signal input</li> </ul>		
<b>Substantiate</b>		

**4.9. General (Must comply to the following requirements)**

<ul style="list-style-type: none"> <li>• <b>General:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Operating Method- Mouse, IR remote control, Web control, Touchscreen</li> <li>○ Power Supply 9 to 32 VDC</li> <li>○ Operating temperatures -30°C to +60°C</li> <li>○ Operating Humidity 10% to 95%</li> </ul>		
<b>Substantiate</b>		

**5. Forward and Rear facing camera (Must comply to the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Camera:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Resolution: 2 MP</li> <li>○ Min. Illumination: 0.01Lux @ (F1.6, AGC ON)</li> <li>○ Wide Dynamic Range: 120 dB</li> <li>○ Day &amp; Night: IR Cut Filter</li> <li>○ Angle Adjustment: Pan -20°~20°, tilt: -15°~25°</li> <li>○ P/N: PAL 25 fps</li> <li>○ IP Rating: IP68</li> <li>○ White Balance - Support four white balance configurations, fluorescent lamp, incandescent lamp, warm lamp and natural light, Support manual/automatic white balance adjustment.</li> </ul>		
<b>Substantiate</b>		

**5.1. Lens (Must comply to the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Lens:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Focal Length &amp; FOV: 2.8 mm, horizontal FOV 105°, vertical FOV 56°, diagonal FOV 126°</li> </ul>		



**Substantiate****5.2. Illuminator (Must comply to the following specifications)**

• <b>Illuminator:</b>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Up to 10 m</li> </ul>		

**Substantiate****5.3. Video (Must comply to the following specifications)**

• <b>Video:</b>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Max. Resolution - 1920x1080</li> <li>○ Mainstream - 50 Hz: 25 fps (1920x1080, 1280x960, 1280x720)</li> <li>○ Sub-Stream(s) - 50 Hz: 25 fps (704x576, 640x480, 352x288, 320x240)</li> <li>○ Video Compression – Mainstream &amp; Sub-stream(s): H.264, H.265</li> <li>○ H.264 Type - Baseline Profile/Main Profile/High Profile</li> <li>○ H.265 Type - Main Profile</li> <li>○ Stream Type - Mainstream, sub stream, third stream</li> <li>○ Scalable Video Coding (SVC) - H.264 and H.265 encoding</li> <li>○ Region of Interest (ROI) - Support 2 fixed region for (main/sub) stream</li> </ul>		

**Substantiate****5.4. Network (Must comply to the following specifications)**

• <b>Network:</b>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Protocols - TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, Email, RTP, RTSP, RTCP, NTP, UPnP, SMTP, SNMP, ICMP 802.1X, QoS, IPv6, Bonjour, ISUP5.0</li> <li>○ Simultaneous Live View - Up to 8 channels</li> <li>○ Web Browser - IE8+, Chrome45+, Edge41+, Firefox45+</li> </ul>		

**Substantiate****5.5. Image (Must comply to the following specifications)**

• <b>Image:</b>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Privacy Mask - Enables configuration, and supports drawing of up to 4 areas</li> <li>○ Picture Overlay - Support image overlay, uploading</li> </ul>		

images, enabling, coordinates, etc.		
<b>Substantiate</b>		

**5.6. Interfaces (Must comply to the following specifications)**

• <b>Interfaces:</b>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Ethernet Interface - ID: 1 RJ45 10 M/100 M self-adaptive Ethernet port IM/ND, IDM: 1 four-core M12 aviation plug</li> <li>○ On-Board Storage - Built-in micro-SD/SDHC/SDXC slot, up to 256 GB</li> <li>○ Reset Key - Yes</li> </ul>		
<b>Substantiate</b>		

**5.7. Event (Must meet the following specifications)**

• <b>Event:</b>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Basic Event - Motion detection, video tampering alarm</li> <li>○ Smart Event - Line crossing detection, Intrusion detection, Region entrance detection, Region exiting detection, Unattended baggage detection, Object removal detection, Object detection: detects faces and upload images, Scene change detection, defocus detection</li> <li>○ Linkage - Upload to FTP, notify monitoring center, send email, trigger recording</li> </ul>		
<b>Substantiate</b>		

**5.8. General (Must meet the following specifications)**

• <b>General:</b>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Startup and Operating Conditions - -30 °C to 75°C (-22 °F to 167°F), humidity less than 95% or less (non-condensing)</li> <li>○ Power - PoE: 0.30 A to 0.20 A, max: 7.5 W, DC: 0.83 A to 0.21 A, max: 7.5 W</li> <li>○ Power Supply - -ID: 9-36 V&amp; PoE (802.3af, 36 V to 57 V), -IDM: 9-36 V&amp; PoE (802.3af, 36 V to 57 V), -IM/ND: PoE (802.3af, 36 V to 57 V)</li> <li>○ Software Reset - Support</li> </ul>		
<b>Substantiate</b>		

**5.9. Selection Parameter (Must meet the following specifications)**

• <b>Selection Parameter:</b>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ PoE Support - PoE (802.3af)</li> </ul>		

**Substantiate**

**5.10. Approval (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Approval:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ EMC - FCC (47 CFR Part 15, Subpart B); CE-EMC (EN 55032: 2015, EN 61000-3-2: 2014, EN61000-3-3: 2013, EN 50130-4: 2011 +A1: 2014).</li> <li>○ Safety - UL (UL 60950-1), CB (IEC 60950-1:2005 + Am 1:2009 + Am 2:2013), CE-LVD (EN 60950-1:2005 + Am 1:2009 + Am 2:2013).</li> <li>○ Environment - CE-RoHS (2011/65/EU).</li> <li>○ Protection - IP68 (IEC 60529-2013)</li> </ul>		

**Substantiate**

**6. Driver Camera (Must comply to the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Camera:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Resolution: 2MP</li> <li>○ Min. illumination: 0.01Lux @ (F1.6, AGC ON)</li> <li>○ Wide Dynamic range: 120dB</li> <li>○ Day &amp; Night: IR Cut Filter</li> <li>○ Angle Adjustment: Pan: -30°~30°, tilt: 0°~75°, rotate: 0°~360°</li> <li>○ P/N: PAL: 25 fps</li> <li>○ IP rating: IP67, IK10</li> <li>○ White Balance: Support four white balance configurations: fluorescent lamp, incandescent lamp, warm lamp and natural light; Support manual/automatic white balance adjustment.</li> </ul>		

**Substantiate**

**6.1. LENS (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Lens:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Focal Length &amp; FOV: 2 mm, horizontal FOV 132°, vertical FOV 77°, diagonal FOV 152°</li> </ul>		

**Substantiate**

**6.2. Illuminator (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Illuminator:</b> <ul style="list-style-type: none"> <li>○ IR Range – Up to 10m</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**6.3. Video (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Video:</b> <ul style="list-style-type: none"> <li>○ Max. Resolution - 1920x1080</li> <li>○ Mainstream - 50 Hz: 25 fps (1920x1080, 1280x960, 1280x720)</li> <li>○ Sub-Stream(s) - 50 Hz: 25 fps (704x576, 640x480, 352x288, 320x240)</li> <li>○ Video Compression – Mainstream &amp; Sub-stream(s): H.264, H.265</li> <li>○ H.264 Type - Baseline Profile/Main Profile/High Profile</li> <li>○ H.265 Type - Main Profile</li> <li>○ Stream Type - Mainstream, sub stream(s)</li> <li>○ Scalable Video Coding (SVC) - H.264 and H.265 encoding</li> <li>○ Region of Interest (ROI) - Support 2 fixed region for (main/sub) stream</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**6.4. Network (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Network:</b> <ul style="list-style-type: none"> <li>○ Protocols - TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, Email, RTP, RTSP, RTCP, NTP, UPnP, SMTP, SNMP, ICMP 802.1X, QoS, IPv6, Bonjour, ISUP5.0</li> <li>○ Simultaneous Live View - Up to 8 channels</li> <li>○ Web browser - IE8+, Chrome45+, Edge41+, Firefox45+</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**6.5. Image (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Image:</b> <ul style="list-style-type: none"> <li>○ Privacy Mask - Enables configuration, and supports drawing of up to 4 areas</li> <li>○ Picture Overlay - Support image overlay, uploading images, enabling, coordinates, etc.</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**6.6. Interfaces (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Interfaces:</b> <ul style="list-style-type: none"> <li>○ Ethernet Interface - ID: 1 RJ45 10 M/100 M self-adaptive Ethernet port IM/ND, IDM: 1 four-core M12 aviation plug</li> <li>○ Reset - Yes</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**6.7. Event (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Event:</b> <ul style="list-style-type: none"> <li>○ Basic Event - Motion detection, video tampering alarm</li> <li>○ Smart Event - Line crossing detection, Intrusion detection, Region entrance detection, Region exiting detection, Unattended baggage detection, Object removal detection, Object detection: detects faces and upload images, Scene change detection, defocus detection</li> <li>○ Linkage - Upload to FTP, notify monitoring center, send email, trigger recording</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**6.8. General (Must meet the following general specifications)**

<ul style="list-style-type: none"> <li>• <b>General:</b> <ul style="list-style-type: none"> <li>○ Startup and Operating Conditions - -30 °C to 75°C (-22 °F to 167°F), humidity less than 95% or less (non-condensing)</li> <li>○ Power - PoE: 0.30 A to 0.20 A, max: 7.5 W, DC: 0.83 A to 0.21 A, max: 7.5 W</li> <li>○ Power Supply - -ID: 9-36 V&amp; PoE (802.3af, 36 V to 57 V), -IDM: 9-36 V&amp; PoE (802.3af, 36 V to 57 V), -IM/ND: PoE (802.3af, 36 V to 57 V)</li> <li>○ Software Reset - Support</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**6.9. Selection Parameter (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Selection Parameter:</b> <ul style="list-style-type: none"> <li>○ PoE Support - PoE (802.3af)</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**6.10. Approval (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Approval:</b></li> </ul>	Comply	Do not comply
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<ul style="list-style-type: none"> <li>○ EMC - FCC (47 CFR Part 15, Subpart B); CE-EMC (EN 55032: 2015, EN 61000-3-2: 2014, EN61000-3-3: 2013, EN 50130-4: 2011 +A1: 2014).</li> <li>○ Safety - UL (UL 60950-1), CB (IEC 60950-1:2005 + Am 1:2009 + Am 2:2013), CE-LVD (EN 60950-1:2005 + Am 1:2009 + Am 2:2013).</li> <li>○ Environment - CE-RoHS (2011/65/EU).</li> <li>○ Protection - IP67 (IEC 60529-2013), IK10(IEC 62262:2002).</li> </ul>		
<b>Substantiate</b>		

**7. Passenger Camera (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Camera:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Resolution: 2MP</li> <li>○ Min. illumination: 0.01Lux @ (F1.6, AGC ON)</li> <li>○ Wide Dynamic range: 120dB</li> <li>○ Day &amp; Night: IR Cut Filter</li> <li>○ Angle Adjustment: Pan: -30°~30°, tilt: 0°~75°, rotate: 0°~360°</li> <li>○ P/N: PAL: 25 fps</li> <li>○ IP rating: IP67, IK10</li> <li>○ White Balance: Support four white balance configurations: fluorescent lamp, incandescent lamp, warm lamp and natural light; Support manual/automatic white balance adjustment.</li> </ul>		
<b>Substantiate</b>		

**7.1. Lens (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Lens:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Focal Length &amp; FOV - 4 mm, horizontal FOV 87°, vertical FOV 44°, diagonal FOV 104°</li> </ul>		
<b>Substantiate</b>		

**7.2. Illuminator (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Illuminator:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ IR Range – Up to 10m</li> </ul>		
<b>Substantiate</b>		

**7.3. Video (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Video:</b> <ul style="list-style-type: none"> <li>○ Max. Resolution - 1920x1080</li> <li>○ Mainstream - 50 Hz: 25 fps (1920x1080, 1280x960, 1280x720)</li> <li>○ Sub-Stream(s) - 50 Hz: 25 fps (704x576, 640x480, 352x288, 320x240)</li> <li>○ Video Compression – Mainstream &amp; Sub-stream(s): H.264, H.265</li> <li>○ H.264 Type - Baseline Profile/Main Profile/High Profile</li> <li>○ H.265 Type - Main Profile</li> <li>○ Stream Type - Mainstream, sub stream, third stream</li> <li>○ Scalable Video Coding (SVC) - H.264 and H.265 encoding</li> <li>○ Region of Interest (ROI) - Support 2 fixed region for (main/sub) stream</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**7.4. Network (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Network:</b> <ul style="list-style-type: none"> <li>○ Protocols - TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, Email, RTP, RTSP, RTCP, NTP, UPnP, SMTP, SNMP, ICMP 802.1X, QoS, IPv6, Bonjour, ISUP5.0</li> <li>○ Simultaneous Live View - Up to 8 channels</li> <li>○ Web browser - IE8+, Chrome45+, Edge41+, Firefox45+</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**7.5. Image (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Image:</b> <ul style="list-style-type: none"> <li>○ Privacy Mask - Enables configuration and supports drawing of up to 4 areas.</li> <li>○ Picture Overlay - Support image overlay, uploading images, enabling, coordinates, etc.</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**7.6. Interfaces (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>○ <b>Interfaces:</b> <ul style="list-style-type: none"> <li>○ Ethernet Interface - ID: 1 RJ45 10 M/100 M self-adaptive Ethernet port IM/ND, IDM: 1 four-core M12 aviation plug</li> <li>○ On-Board Storage - Built-in micro-SD/SDHC/SDXC slot, up to 256 GB</li> </ul> </li> </ul>	Comply	Do not comply

○ Reset Key - Yes		
<b>Substantiate</b>		

**7.7. Event (The passenger camera must meet the following specifications)**

○ <b>Event:</b>	Comply	Do not comply
○ Basic Event - Motion detection, video tampering alarm		
○ Smart Event - Line crossing detection, Intrusion detection, Region entrance detection, Region exiting detection, Unattended baggage detection, Object removal detection, Object detection: detects faces and upload images, Scene change detection, defocus detection		
○ Linkage - Upload to FTP, notify monitoring center, send email, trigger recording		

<b>Substantiate</b>
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**7.8. General (Must meet the following specifications)**

• <b>General:</b>	Comply	Do not comply
○ Startup and Operating Conditions - -30 °C to 75°C (-22 °F to 167°F), humidity less than 95% or less (non-condensing)		
○ Power - PoE: 0.30 A to 0.20 A, max: 7.5 W, DC: 0.83 A to 0.21 A, max: 7.5 W		
○ Power Supply - -ID: 9-36 V& PoE (802.3af, 36 V to 57 V), -IDM: 9-36 V& PoE (802.3af, 36 V to 57 V), -IM/ND: PoE (802.3af, 36 V to 57 V)		
○ Software Reset - Support		

<b>Substantiate</b>
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**7.9. Selection Parameter (Must meet the following specifications)**

• <b>Selection Parameter:</b>	Comply	Do not comply
○ PoE Support - PoE (802.3af)		

<b>Substantiate</b>
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**7.10. Approval (Must meet the following specifications)**

• <b>Approval:</b>	Comply	Do not comply
○ EMC - FCC (47 CFR Part 15, Subpart B); CE-EMC (EN 55032: 2015, EN 61000-3-2: 2014, EN61000-3-3: 2013, EN 50130-4: 2011 +A1: 2014).		
○ Safety - UL (UL 60950-1), CB (IEC 60950-1:2005 + Am 1:2009 + Am 2:2013), CE-LVD (EN 60950-1:2005 + Am 1:2009 + Am 2:2013).		



<ul style="list-style-type: none"> <li>○ Environment - CE-RoHS (2011/65/EU).</li> <li>○ Protection - IP67 (IEC 60529-2013), IK10(IEC 62262:2002).</li> </ul>		
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**Substantiate**

**8. The Fisheye Camera (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>● <b>Camera:</b> <ul style="list-style-type: none"> <li>○ Resolution - 3072 x 2048, +6 MP</li> <li>○ Min. Illumination - 0.01 Lux @ (F1.2, AGC ON), 0.001 Lux @ (F1.2, AGC ON)</li> <li>○ Wide Dynamic Range - Digital WDR</li> <li>○ Day &amp; Night - Double Band-Pass Filter</li> <li>○ P/N - PAL: 25 fps</li> </ul> </li> </ul>	Comply	Do not comply

**Substantiate**

**8.1. Lens (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>● <b>Focal Length &amp; FOV:</b> <ul style="list-style-type: none"> <li>○ horizontal FOV 180° (wall mount), 360°(ceiling mount)</li> </ul> </li> </ul>	Comply	Do not comply

**Substantiate**

**8.2. Illuminator (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>● <b>Illuminator:</b> <ul style="list-style-type: none"> <li>○ IR Range - Up to 15 m</li> </ul> </li> </ul>	Comply	Do not comply

**Substantiate**

**8.3. Video (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>● <b>Video:</b> <ul style="list-style-type: none"> <li>○ Mainstream - 50 Hz: 25 fps (3072x2048, 2048x2048, 1280x1280),</li> <li>○ Sub -Stream - 50 Hz: 25 fps (720x720),</li> <li>○ Video Compression – Mainstream &amp; Sub-stream(s): H.264, H.265</li> <li>○ H.264 Type - Baseline Profile/ Main Profile /High-profile</li> <li>○ H.265 Type - Main Profile</li> <li>○ Scalable Video Coding (SVC) - H.264 and H.265 encoding</li> <li>○ Region of Interest (ROI) - 4 fixed regions for mainstream</li> </ul> </li> </ul>	Comply	Do not comply

<b>Substantiate</b>
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**8.4. Network (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Network:</b> <ul style="list-style-type: none"> <li>○ Protocols - TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, UDP, Bonjour</li> <li>○ Simultaneous Live View - Up to 20 channels</li> <li>○ Web browser - IE8+, Chrome31.0-44, Firefox 30.0-51, Safari8.0+</li> </ul> </li> </ul>	Comply	Do not comply

<b>Substantiate</b>
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**8.5. Image (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Image:</b> <ul style="list-style-type: none"> <li>○ Picture Overlay - LOGO picture can be overlaid on video with 128 x 128 24bit bmp format</li> </ul> </li> </ul>	Comply	Do not comply

<b>Substantiate</b>
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**8.6. Interface (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Interface</b> <ul style="list-style-type: none"> <li>○ Ethernet Interface - Without -M: 1 RJ45 10M/100M/1000M self-adaptive Ethernet port, With -M: four-core M12 aviation plug</li> <li>○ Reset Key - Yes</li> </ul> </li> </ul>	Comply	Do not comply

<b>Substantiate</b>
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**8.7. Event (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Event</b> <ul style="list-style-type: none"> <li>○ Basic Event - Motion detection, video tampering alarm, network</li> <li>○ Smart Event - Line crossing detection, Intrusion detection, Region entrance detection, Region exiting detection, Unattended baggage detection, Object removal detection, Audio exception detection</li> </ul> </li> </ul>	Comply	Do not comply

<b>Substantiate</b>
---------------------

**8.8. General (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>General</b></li> </ul>	Comply	Do not comply

<ul style="list-style-type: none"> <li>○ Startup and Operating Conditions - -30 °C to +60 °C (-22 °F to +140 °F), Humidity 95% or less (non-condensing)</li> <li>○ Power - PoE: 0.34 A to 0.22 A, max. 12 W, 24 VDC, 0.40 A, max. 12 W, two-core terminal block</li> <li>○ Power Supply - PoE: 802.3af, 36 to 57 VDC) ND: no power interface, only support PoE power supply</li> </ul>		
<b>Substantiate</b>		

**8.9. Approval (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Approval</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ EMC - FCC (47 CFR Part 15, Subpart B); CE-EMC (EN 55032: 2015, EN 61000-3-2: 2014, EN61000-3-3: 2013, EN 50130-4: 2011 +A1: 2014); RCM (AS/NZS CISPR 32: 2015); IC (ICES-003: Issue 6, 2016); KC (KN 32: 2015, KN 35: 2015)</li> <li>○ Safety - UL (UL 60950-1); CB (IEC 60950-1:2005 + Am 1:2009 + Am 2:2013); CE-LVD (EN 60950-1:2005 + Am 1:2009 + Am 2:2013); BIS (IS 13252(Part 1):2010+A1:2013+A2:2015)</li> <li>○ Environment - CE-RoHS (2011/65/EU); WEEE (2012/19/EU); Reach (Regulation (EC) No 1907/2006)</li> <li>○ Protection - IP66 (IEC 60529-2013), IK10 (IEC 62262: 2002)</li> </ul>		
<b>Substantiate</b>		

**9. Off-Bus storage (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Performance:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ Direct Streaming, 448-ch recording + playback</li> <li>○ IPSAN: 256-ch recording + playback</li> </ul>		
<b>Substantiate</b>		

**9.1. HDD (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>HDD:</b></li> </ul>	Comply	Do not comply
<ul style="list-style-type: none"> <li>○ No of slots must be sufficient to support the number of HDD required for the duration that video footage must be kept.</li> <li>○ Interface capacity - SSD (optional), SAS/1TB, 2TB, 3TB, 4TB, 6TB, 8TB, 10TB, 12TB, 14TB, 16TB</li> <li>○ Hot-swapping - Required</li> <li>○ RAID - 0, 1, 3, 5, 6, 10, 50, JBOD, Hot-Spare</li> </ul>		
<b>Substantiate</b>		

**9.2. Storage management (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Disk management:</b> <ul style="list-style-type: none"> <li>○ Weekly inspection</li> <li>○ Attend to alarms received</li> <li>○ Repair if necessary</li> </ul> </li> <li>• <b>Logical volume management:</b> <ul style="list-style-type: none"> <li>○ iSCSI internet protocol.</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**9.3. Recording Management (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Recording mode:</b> <ul style="list-style-type: none"> <li>○ Timing recording</li> <li>○ Manual recording</li> <li>○ Dual-stream Recording</li> <li>○ Alarm/event recording</li> </ul> </li> <li>• <b>Search mode</b> <ul style="list-style-type: none"> <li>○ Search by time and event</li> </ul> </li> <li>• <b>Downloading mode</b> <ul style="list-style-type: none"> <li>○ Quick download</li> <li>○ Batch download</li> <li>○ Download by segment</li> <li>○ Download by merging</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**9.4. Network (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Protocol:</b> <ul style="list-style-type: none"> <li>○ Supports iSCSI, RTSP, ONVIF, PSIA</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**9.5. Device management (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Management mode:</b> <ul style="list-style-type: none"> <li>○ Web-based GUI, serial port CLI, centralized management of multiple devices</li> </ul> </li> <li>• <b>Alarm mode:</b> <ul style="list-style-type: none"> <li>○ Audible alarm sound, light, email, message, web page</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**9.6. External Interfaces (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>External interfaces</b> <ul style="list-style-type: none"> <li>○ Data network interface - 4 x 1000Mbps Ethernet interface</li> <li>○ Management network interface - 1 x 1000Mbps Ethernet interface</li> <li>○ VGA per controller - 1</li> <li>○ USB per controller - 3</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

**9.7. General (Must meet the following specifications)**

<ul style="list-style-type: none"> <li>• <b>Power supply:</b> <ul style="list-style-type: none"> <li>○ 2 x supplies (A and B feed) for redundancy.</li> </ul> </li> </ul>	Comply	Do not comply
<b>Substantiate</b>		

## Appendix D

### CURRENCY EXCHANGE RATE FLUCTUATIONS

***Note: Tenderers should note that the Contract and the Contract Price are ZAR (Rand) denominated. The Employer shall however allow the Tenderer, should it so elect, to indicate which parts of Materials the Tenderer wishes to price in foreign currency. Only Euro or USD will be allowed as foreign currencies. All the remaining items and all the other associated costs shall remain in ZAR and the Tenderer shall complete the Schedule of Pricing as such.***

For Tender evaluation purposes only, the successful bidder shall include those items of Material (which are priced in Euro or USD) and which are listed below, in the Schedule of Payments in ZAR, by converting those items into ZAR at the applicable exchange rate, taken at 28 days prior to the closing date of the tender. The successful bidder shall state the exchange rate used for each item in the table below.

The balance of the tendered amount (i.e. the non-Euro or non-USD based amount) in the Schedule of Payments shall be subject to Contract Price Adjustment as contemplated in Item 6 of the Specifications, the Pricing Schedule.

No	Payment Item Reference	Item Description	Direct Foreign Price	Tendered amount in ZAR	Exchange Rate used (USD:ZAR) (EUR:ZAR)
1					
2					
3					
4					
5					
6					
7					

Tenderers to attach a sheet to this page with the items they wish to link to fluctuation in exchange rate.

**Appendix E****PRICING SCHEDULE FOR THE SUPPLY, REPAIR AND MAINTENANCE OF CAMERA UNITS**

ITEM	CLAUSE NO	DESCRIPTION	UNIT	QTY	MATERIAL		LABOUR		TOTAL AMOUNT	% EXCHANGE RATE*
					RATE (R)	AMOUNT (R)	RATE (R)	AMOUNT (R)		
1	6.8	Supply and fitment of equipment on buses as specified								
		(a) Front facing/dash IP Camera	unit-month	3 240						
		(b) Rear facing IP camera	unit-month	3 240						
		(c) Driver area IP Camera	unit-month	3 240						
		(d) Passenger area IP Camera	unit-month	3 240						
		(e) Mobile Network Video Recorder (MVR)	unit-month	3 240						
		<b>Optional Items</b>								
		(f) Extra over item (e) to extend the MVR with additional 4 cameras inputs	unit-month	-		rate only		rate only	rate only	
		(g) Extra over item (e) to add panic button with G-control	unit-month	-		rate only		rate only	rate only	
		(h) Extra over item (e) to add push to talk functionality	unit-month	-		rate only		rate only	rate only	

ITEM	CLAUSE NO	DESCRIPTION	UNIT	QTY	MATERIAL		LABOUR		TOTAL AMOUNT	% EXCHANGE RATE*
					RATE (R)	AMOUNT (R)	RATE (R)	AMOUNT (R)		
2	6.9	Supply and installation of off-bus storage as specified	month	24						
3	6.10	Supply and installation of back-office platform with web Client	month	24						
4	6.11	Weekly health-check of all equipment fitted in a bus	bus-week	14 040	N/A	N/A				N/A
5	6.12	Ad-hoc call outs for fault finding, minor repairs and training								
		(a) During office hours	hrs	1040	N/A	N/A				N/A
		(b) After hours, including Saturdays, Sundays, and Public Holidays	hrs	208	N/A	N/A				N/A
6	6.13	Removal of equipment at end of Contract Period	lump sum	1	N/A	N/A	N/A	N/A		N/A
SUBTOTAL A										
Provisional Sum for Escalation (Add 15% of Subtotal A)										
SUBTOTAL B										
VALUE ADDED TAX (Add 15% of Subtotal B)										
<b>TOTAL PRICE OFFERING INCL. VAT</b>										

\* This is the % of the material rate that must be escalated using the exchange rate based on purchase price and exchange rate listed in Annexure D.

SIGNED BY TENDERER:

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## FUNCTIONALITY SCORING

### APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, REPAIR AND MAINTENANCE OF CAMERA UNITS FOR THE GO GEORGE BUS FLEET FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF APPOINTMENT

#### 1. STAGES OF EVALUATION AND SCORING

Bid documents will be evaluated and scored as follows:

- **Stage 1: Technical Specification Compliance** – Tenders will be evaluated for compliance to the minimum standards as set out in Appendix C of the tender scope. Tenders that meet the specification compliance will be further evaluated in terms of Stage 2: Functional Specification.
- **Stage 2: Technical Proposal / Functionality Scoring** – Tenders will be further evaluated out of 75 points for technical, quality and capacity criteria before being further evaluated in terms of Stage 3: Demonstration. Tenderers will have to score a minimum of 50 points out of 75 points for functionality scoring to be considered further for evaluation.
- **Stage 3: Demonstration** – Tenders will be further evaluated in the form of a physical demonstration showcasing the system compliance in terms of Stage 1 before being further evaluated in terms of Stage 4: Price and Preference.
- **Stage 4: Price and Preference** – Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals. Refer to the Tender Data for detailed breakdown of the evaluation process.

Bidders should supply examples of relevant work demonstrating local capacity and experience, highest quality and cost-effectiveness.

#### 2. PROCUREMENT POINTS

DESCRIPTION	POINTS
<b><i>Technical Proposal / Functionality Scoring</i></b>	<b><i>75 points (min score = 50 points)</i></b>
• Technical, Quality and Capacity criteria	75 points (min score = 50 points)
<b><i>Financial Proposal</i></b>	<b><i>100 points</i></b>
• Financial offer / tender price	80 points
• B-BBEE status & Specific Goals	20 points

### 3. TECHNICAL PROPOSAL / FUNCTIONALITY SCORING: QUALITY, CAPACITY CRITERIA

Bid documents should provide the following information in order to score points for functionality scoring:

#	Evaluation Criteria	Max. Points	Points Allocation			Score
1.	<b>Company credentials</b>	<b>15</b>				
	<ul style="list-style-type: none"> <li>How long has the company been providing camera units as defined in the tender scope? Provide evidence to support this.</li> </ul>	15	0 - 5 years (5 points)	6 - 10 years (10 points)	10 years + (15 points)	
2.	<b>Resource plan</b>	<b>15</b>				
	<ul style="list-style-type: none"> <li>The following project team skills are considered to be key: project management, technical installation and maintenance, system back-office support and training.</li> <li>Provide a summary table of each project team member and their relevant skills in terms of the above key skills.</li> <li>Provide detailed CVs of each project member, clearly indicating these key skills.</li> </ul>	15	25% (3.75 points)	60% (9 points)	100% (15 points)	
3.	<b>Relevant experience</b>	<b>15</b>				
	<ul style="list-style-type: none"> <li>Describe the project team's previous experience working for government / government entities.</li> <li>Clearly indicate this previous experiences in the CVs provided.</li> </ul>	5	1 - 2 projects (1 point)	3 - 4 projects (3 points)	5 or more projects (5 points)	
	<ul style="list-style-type: none"> <li>Describe the project team's previous experience working on similar or other transport-related projects.</li> <li>Clearly indicate this previous experiences in the CVs provided.</li> </ul>	5	1 project (1 point)	2 - 3 projects (3 points)	4 or more projects (5 points)	
	<ul style="list-style-type: none"> <li>Describe the camera unit projects in the last 5 years you consider to be relevant (include project name, services provided, completion dates, budget, client contact).</li> </ul>	5	1 project (1 point)	2 - 3 projects (3 points)	4 or more projects (5 points)	
4.	<b>Operational plan</b>	<b>15</b>				
	<ul style="list-style-type: none"> <li>Describe your approach to managing this account and ensuring efficient client service and quality installations, inclusive of your planned project governance, installation programme, training, and system monitoring.</li> <li>Appropriateness will be considered in terms of client feedback, response times and</li> </ul>	15	Least Appropriate (4 points)	Appropriate (9 points)	Most Appropriate (15 points)	

#	Evaluation Criteria	Max. Points	Points Allocation			Score
	real-time monitoring, client instructions and decisions handling, system back-up, availability and redundancy and client satisfaction.					
<b>5.</b>	<b>Proposal format</b>	<b>15</b>				
	<ul style="list-style-type: none"> <li>Overall quality of proposal – consider legibility, ease of finding information, look and feel and overall layout.</li> </ul>	10	Poor (1 point)	Average (7 points)	Good (10 points)	
	<ul style="list-style-type: none"> <li>Additional information provided that is relevant to the tender.</li> <li>Appropriateness will be considered in terms of relevancy to Government, public transport, and transport projects, with preference to transport and public transport.</li> </ul>	5	Least Appropriate (1 point)	Appropriate (3 points)	Most Appropriate (5 points)	
<b>TOTAL POINTS</b>		<b>75</b>				

**Tenderers will have to score a minimum of 50 points out of 75 points for functionality scoring to be considered further for evaluation.**

#### **4. AWARD OF CONTRACT**

**The bidder obtaining the highest number of points (80/20) and complies with the technical requirements/tender conditions will be awarded the contract.** Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.

Points scored must be rounded off to the nearest 2 decimal places. If two or more **tenders** have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE and Specific Goals.

However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE and Specific Goals, the successful bid must be the one scoring the highest score for functionality.

## PAST EXPERIENCE

**This schedule is compulsory to complete!**

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Bidders must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

<b>Employer</b>	<b>Nature of Work</b>	<b>Value of Work</b>	<b>Duration and Completion Date</b>	<b>Employer Contact Number</b>

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Tenderer

## THE TENDER OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_  
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedules.**

I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be completed and signed to be considered provisionally responsive.**

## ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **MR JF KOEGELENBERG**

Signature: \_\_\_\_\_

Capacity: **DIRECTOR: CIVIL ENGINEERING SERVICES**

Date: \_\_\_\_\_

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

**TAX COMPLIANCE INFORMATION**

**PART A**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.
- 1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]

2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.**

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

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

## DECLARATION OF INTEREST

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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:	
	Name of person / director / trustee / shareholder member: .....	
	Name of state institution at which you or the person connected to the bidder is employed: .....	
	Position occupied in the state institution: .....	
	Any other particulars: .....	
	.....	

<p>3.9</p> <p>3.9.1</p>	<p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.11</p> <p>3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p>	<p><b>YES / NO</b></p>

	<p>Name of person / director / trustee / shareholder / member:  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:  .....</p> <p>.....</p>	<p><b>YES / NO</b></p>

4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....	.....
Signature	Date
.....	.....
Capacity	Name of Bidder

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

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

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

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

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

1 Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

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

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward 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 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1 If yes, provide particulars.

.....  
.....

.....  
.....  
4 Will any portion of goods or services be sourced from outside\***YES / NO**  
the Republic, and, if so, what portion and whether any portion  
of payment from the municipality / municipal entity is expected  
to be transferred out of the Republic?

4.1 If yes, furnish particulars.

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

### **CERTIFICATION**

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME  
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**PREFERENCE POINTS CLAIM FORM 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. 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); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price;
- (b) BBBEE; and
- (c) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>BBBEE</b>	10
<b>SPECIFIC GOALS</b>	10
<b>Total points for PRICE and SPECIFIC GOALS</b>	<b>100</b>

1.5 **Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.**

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



## 2. DEFINITIONS

- (a) “**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;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state 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 organ of state and a third party that produces revenue for the organ of state, 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; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR BBEE AND 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 goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

##### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

**Bidder MUST submit a valid BBEE certificate, failure to attach no points will be awarded for BBEE points.**

##### 4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2

Outside the borders of the Western Cape	2	1
---	---	---

**Bidder MUST submit proof of address (e.g., municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.**

- 4.2. In cases where organs of state intend 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, an organ of state 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 organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**5. BID DECLARATION**

Tenderers who claim points in respect of BBEE must complete the following:

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

5.1. Contribution to BBEE: ..... = .....(maximum of 5 or 10 points)
---

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

**LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2**

5.2. Contribution to specific Goals: ..... = .....(maximum of 5 or 10 points)
---

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm.....

5.4. Company registration number: .....

5.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

5.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) 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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

**SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s webiste (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION**

**FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
  - 1 **Includes price quotations, advertised competitive bids, limited bids and proposals.**
  - 2 **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**T/ING/002/2023 – APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, REPAIR AND MAINTENANCE OF CAMERA UNITS FOR THE GO GEORGE BUS FLEET FOR A PERIOD OF TWO (2) YEARS**

in response to the invitation for the bid made by:

**GEORGE MUNICIPALITY**

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

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

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: T/ING/002/2023
Name of the Bidder: _____

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2023

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

# GEORGE MUNICIPALITY PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

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35. Prohibition of restrictive practices

## **General Conditions of Contract**

### 1. Definitions:

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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 supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 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 provider 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 provider'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 provider 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 or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or 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 provider 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, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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 23 of GCC.

9. Packing:

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, 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 provider for similar services.
14. Spare parts:
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty:
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 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 provider 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 exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment:

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

20. Subcontracts:

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the 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 supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

23. Termination for default:

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

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

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the 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:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-Dumping and Counter-Vailing 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 supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 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 to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are 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.