

& infrastructure Department:

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

DEPARTMENT OF PUBLIC WORKS AND **INFRASTRUCTURE**

TENDER DOCUMENT

TENDER NUMBER: PT 22/004

MAMELODI MAGISTRATE COURT: NEW **INSTALLATIONS OF CRT, LAN AND VOIP/PABX**



JUNE 2022

ISSUED BY:

THE DIRECTOR GENERAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRIVATE BAG X 65 PRETORIA 0001

NAME OF BIDDER:

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T1.1

Tender Notice and Invitation to Tender



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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF DEPARTMENT OF JUSTICE: MAMELODI MAGISTRATE COURT: NEW INSTALLATION OF CRT, LAN AND VOIP/PABX

Project title:		DEPARTMENT OF JUSTICE: MAMELODI MAGISTRATE COURT: NEW INSTALLATION OF CRT, LAN AND VOIP/PABX		
Bid no:	PT 22/004			
Advertising date:	01/07/2022	Closing date:	02/08/2022	
Closing time:	11:00am	Validity period:	60 days	

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

1.		Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.	
2.	\boxtimes	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.	
3.	X	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.	
4.		Compliance to Local Production and Content requirements as per PA36 and Annexure C	
5.	\boxtimes	Registration on National Treasury's Central Supplier Database (CSD)	
6.	\boxtimes	Compliance with Pre-qualification criteria for Preferential Procurement	
7.		Use of correction fluid is prohibited	
8.	\boxtimes	Submission of fully signed form of offer and acceptance (DPW -07)	
9.		Submission of orignal or certified copy of B-BBEE certificate. In case of joint venture agreemen a consolidated BBBEE must be submitted.	
10.	\boxtimes	Due to Covid 19 regulations no site briefing will take place	
11.		Specify other responsiveness criteria	

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

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



Specify other responsiveness criteria

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

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

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

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

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

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

Minimum functionality score to qualify for further evaluation:	50

Functionality criteria:	Weighting factor:
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1.) HUMAN RESOURCE- KEY PERSONNEL	
Technical - bidder must provide the Architecture and solution covering the following:	
□ Integration into the existing system /network/ video	
 Audio integration with high fidelity sound Multi-conference capability total number of simultaneous calls 	
Content recording for both voice and video	
 Call control and management, with conference scheduling Wireless presentation included 	
Minimum end points of 75" IP enabled control processor	
Technical - bidder must provide the Architecture and solution covering the following:	
□ Integration into the existing system /network/ video	
 Audio integration with high fidelity sound Multi-conference capability total number of simultaneous calls 	
 Content recording for both voice and video Call control and management, with conference scheduling 	
Minimum end points of 75"	
IP enabled control processor	30
Technical - bidder must provide the Architecture and solution covering the following:	
Integration into the existing system /network/ video	
 Audio integration with high fidelity sound Multi-conference capability total number of simultaneous calls 	
 Content recording for both voice and video Call control and management, with conference scheduling	
Technical - bidder must provide the Architecture and solution covering the following:	
 Integration into the existing system /network/ video Multi-conference capability total number of simultaneous calls 	
Content recording for both voice and video	
Call control and management, with conference scheduling2 Points.	
Technical - bidder must provide the Architecture and solution covering the following:	
Integration into the existing system /network/ video	
 Multi-conference capability total number of simultaneous calls Call control and management, with conference scheduling	



Notice and invitation to Bid.	A-04 (00)
2) WORK EXPERIENCE; PROJECTS COMPLETED	
Tenderer should provide practical completion certificates and contactable references from Principal Agent or Client on their referenced projects on (EB/ME) in the past ten (10) years to the DPW-09 form as source document. Comparable / relevant projects which are structured below. The Bid Evaluation Committee will verify all the information provided by the bidder in line with the Functionality Criterla. Non submission of any of the above will result in zero points.	
a) 5 or more each completed projects of similar nature and value of projects for R8 million and above	
b) 4 each completed projects of similar nature and value of projects for R8 million and above4 points.	30
c) 3 each completed projects of similar nature and value of projects for R8 million and above	
d) 2 each completed projects of similar nature and value of projects for R8 million and above2 points.	
e) 1 completed project of similar nature and value of R1 million to R8 million and above	
3) PROJECT CONSTRUCTION PROGRAMME WITH CASH FLOW (CF)	
The bidder must provide a detailed execution programme indicating major works or tasks or trades to be done on or off site with relevant cash flow projections of each major works/trades/tasks.	
Work to be done pre-site handover, during construction, completion and final account stage and a cash flow projection for each stage -pre site handover, construction and completion. The Bid Evaluation Committee will verify all the information provided by the bidder in line with the functionality Criteria.	
a) Construction Programme with 5 major works defined in detail (Critical Path, Duration of the activity within the project 06 Months), Key milestones of the project as per the bill, Scope of work for the project, Maintenance programme for 2 years. Cash Flow projections for the duration of the project	30
b) Construction Programme with 4 major works defined above in detail and supporting cash Flow projection for the duration of the project	
c) Construction Programme with 3 major works defined above in detail and supporting cash flow projection for the duration of the project	
d) Construction Programme with 2 major works defined above in detail and supporting cash Flow projections2 points.	
e) Construction Programme with 1 major works defined above in detail and supporting cash Flow projections1 point.	



4) BANK RATING

Total	100 Points
e) Rating E = 1 Point	
d) Rating D = 2 Points	
c) Rating $C = 3$ Points	
b) Rating B = 4 Points	
a) Rating A = 5 Points	
with the Functionality Criteria	10
Evaluation Committee will verify all the information provided by the bidder in line	
which is not older than three months as at the closing of the tender. The Bld	
he bidder must submit an original bank rating or a certified copy of such a letter	

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of	Number of Points	Number of Points (80/20
Contributor	(90/10 system)	system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

COLLECTION OF BID DOCUMENTS:

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address 251 Nana Sita & Thabo Sehume Street. AVN Building, Pretoria. A non-refundable bid deposit of R 500.00 is payable, (Cash only) is required on collection of the bid documents.



Notice and Invitation to Bid: PA-04 (GS) A **non-compulsory** pre bid meeting with representatives of the Department of Public Works will take place at N/A on N/A starting at N/A. Venue N/A. (*if applicable*)

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Brian Ndanganeni	Telephone no:	012 310 5913
Cell no:	079 781 5369	Fax no:	N/A
E-mail:	Brian.Ndanganeni@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

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

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

All tenders must be submitted on the official forms -

BID DOCUMENTS MAY BE POSTED TO:		DEPOSITED IN THE TENDER BOX AT:
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 229 Pretoria 0001	OR	251 Nana Sita & Thabo Sehume Street AVN Building Cnr Nana Sita & Thabo Sehume Room G03
ATTENTION: PROCUREMENT SECTION: ROOM Procurement Section, Room G03		
POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT		

COMPILED BY:

Brian Ndanganeni	Hang)	Project Manager	2022/06/23
Name of Project Leader	Signature	Capacity	Date

T2.1

List of Returnable Documents



PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	DEPARTMENT OF JUS INSTALLATION OF CRT,	-	AGISTRATE COURT: NEW
Project Leader:	Brian Ndanganeni	Bid / Quote no:	PT 22/004

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETUNABLE DOCUMENTS:

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

Bid Document Name:	Number of Pages:	Returnable document:
DPW-07 (FM): Form of Offer and Acceptance	09 Pages	
PA-04 (GS): Notice and Invitation to Bid	06 Pages	
PA-09 (GS): List of Returnable Documents	02 Pages	
PA-10: General Conditions of Contract (GCC)	10 Pages	
PA-11: Declaration of Interest and Bidder's Past Supply Chain Management Practices	04 Pages	
PA-15.1: Resolution of Board of Directors	03 Pages	
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Venture	05 Pages	
PA-15.3: Special Resolution of Consortia or Joint Venture	07 Pages	
PA-16:Reference points Claim Form in Terms of the Preferential Procurement Regulations 2017	16 Pages	
PA-29: Certificate of Independent Bid Determination.	09 Pages	
PA-40:Declaration of Designated Groups for Preferential Procurement	03 Pages	
DPW-09 (EC): Particulars of Tenderer's Projects	02 Pages	
Terms of Reference (TOR)	Pages	
	Pages	

Name of Bidder	Signature	Date



List of Returnable Documents: PA-09 (GS)

C1.1

Form of Offer and Acceptance



DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE

Tender no: PT22/004

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

DEPARTMENT OF JUSTICE: MAMELODI MAGISTRATE COURT: NEW INSTALLATION OF CRT, LAN AND VOIP/PABX

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes valueadded tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation:		Natural Person or Partnership:
And: Whose Registration Number is:		Whose Identity Number(s) is/are:
And: Whose Income Tax Reference Number is:	OR	Whose Income Tax Reference Number is/are:
CSD supplier number:		CSD supplier number:
AND WH	\mathbf{O} is (if	applicable):

is (ii app

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:	Note:
Mr/Mrs/Ms: In his/her capacity as:	A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 1 of 4 For Internal & External Use Effective date April 2017 Version: 1.4



SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

Tender no: PT22/004

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate blo	ock)
The official documents	(N.B.: Separate Offer and Acceptance forms
The official alternative	are to be completed for the main and for
Own alternative (only if documentation makes provision therefore)	each alternative offer)

SECURITY OFFERED:

The Service Provider will provide one of the following forms of security:

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT)	Yes 🗌 No 🗌
(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM)	Yes 🗌 No 🗌
(3) Retention of 2.5% of the Contract Sum (excl. VAT)	Yes 🗌 No 🗌
(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT)	Yes 🗌 No 🗌

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

••••••		••••••
Other Contact Details of the Tenderer are:		
Telephone No	Cellular Phone No	
Fax No		
Postal address		
Banker		Branch
Bank Account No		Branch Code
Registration No of Tenderer at Department of La	bour	

ACCEPTANCE

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



Tender no: PT22/004

The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date



Tender no: PT22/004

Schedule of Deviations

Detail:

1.1.1. Subject:		
Detail:		
1.1.2. Subject:		
Detail:		

1.1.3. Subject: Detail:

1.1.4.	Subject:			
Detail:				
1.1.5.	Subject:			
Detail:				
1.1.6.	Subject:	 	 	

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C2.2

Bills of Quantities

SCHEDULE	CHEDULE 1: PRELIMINARY AND GENERAL					
Payment reference	ltem No	Description	Unit	Quantity	Rate	Amount
SANS						
1200 A	1	Scheduled fixed-charge and value- related items				
	1.01	Contractual requirements	Sum	1		
	1.02	Establishment of facilities on site for and storage	Sum	1		
	1.03	Removal of site establishment	Sum	1		
	1.04	Preparation of a preliminary Quality control plans	Sum	1		
	2	Time-related preliminary and general charges				
	2.01	Project Supervision				
	2.02	Full time supervision of a qualified person for the duration of the contract (contractor's site agent)	Months	6		
	2.03	Company and head office overhead cost for the duration of the contract inclusive of travel and subsistence as required to complete the work	Months	6		
	2.04	Storage of materials and Insurance	Months	6		
	2.05	Telephone, stationery, Quality assurance.	Months	6		
	3	Additional Tests				
	3.01	Additional tests required by the Engineer	Sum	1		
	3.02	Charge required by Contractor subitem 03.01 above	%	0,15		
	4	Occupational Health and Safety				
	4.01	Health and safety file	Sum	1		
	4.02	Full time SHE officer	Months	6		
	4.03	PPE, i.e. hard hat, overalls, safety shoes, safety glasses, dust ask, hand gloves, ear plugs etc.	Sum	1		
				TOTAL		

	Bill of Materials for Sexual Offence System (SOS) (Cameras, Micro	phones, Headphones, Cablin	g, etc)	
Item No	Particulars	Quantity	Unit Price	Total Price
1	Court Room			
1.1	Control Box Courtroom	1		
1.2	Court Room Speakers e.g. PIONEER DM40	1		
1.3	19" LED Monitor 1280X1024,W/HDMI	1		
1.4	55" full HD 1080	2		
1.5	PTZ CAMERA INCL REMOTE CNTRL	1		
1.6	DEVICES: IP PTZ CONTROLLER	1		
1.7	WALL MOUNT BRACKET (TV)	2		
2	Child Testifying Room			
2.1	Control Box Child Room (child testifying room with camera)	1		
2.2	HEADPHONES e.g. Behringer	2		
2.3	LAPEL MICROPHONE	2		
2.4	55" full HD 1080	1		
2.5	WALL MOUNT BRACKET (TV)	1		
3	Child Waiting Room			
3,1	- 55" full HD 1080	1		
3,2	WALL MOUNT BRACKET (TV and DVD)	1		
4	Adult Waiting Room			
4.1	55" full HD 1080	1		
4.2	WALL MOUNT BRACKET (TV)	1		
5	Cabling (e.g.)			
5.1	RJ 45 to Video port converter Unit	2		
5.2	3 Way RJ 45 Splitter	1		
6		 TOTA	L CARRIED FORWARD	

	Bill of Materials for Data Hardware (Switches, Wireless AP, LAN tester, Cat and Fibre, Cabinets, etc.)					
Item No	Particulars	Quantity	Unit Price	Total Price		
1	Switches	20				
2	Cat 6 cabling (for all network points)	1500				
3	Fibre cabling	800				
4	Cabinets (with self-ventilation)	4				
5	Brush panels	8				
6	Main Server	1				
7	CRT Server (Court Category B)	1				
8	Wireless AP (all material required)	75				
9	All LAN software	75				
10	Wireless AP software (inclusive of licences)	75				
11	Other software which might be required	Sum				
12	Support and Maintenance (Wireless AP)	12 Months				
13	Installation Management Fee, (labour, transport, storage fee ,security etc)	Sum				
14	Any additional materials might be required	Sum				
15		тот	AL CARRIED FORWARD			

	Bill of Materials for Court Room Recording Technologies (CRT) (CRT Machi	nes, Microphones, Red	indicating LED ligh	t, Cabling, etc)
Item No	Particulars	Quantity	Unit Price	Total Price
1	Court Room-Fixer Recorder Box	9		
2	ACR Cardioid Microphone	72		
3	ACR Cardioid Microphone Roaming Mic	9		
4	JAVS Recorder 7 Standard	1		
5	Recorder 7 Single Rack Mount Kit	9		
6	Recording Indicator LED Light	9		
7	USB extender for Light -	9		
8	USB extender for Light- CAT5 Cable	9		
9	White list Anti-Virus Software	1		
10	AutoLog 7 Session Logging and Control Software	1		
11	13-Input Expandable Mixer	9		
12	JNet Rack Mount UPS, 1kVA with Internal batteries, SNMP Card, 30min	1		
13	15m-Coaxial Cabling with XLR Connectors	72		
14	Lock	9		
15	Кеу	9		
16	Support and Maintenance (CRT)	12 Months		
17	Installation Management Fee, (labour, transport, storage fee ,security, etc.)	Sum		
18	Any additional peripheral materials might be required	Sum		
19		TOTAL	CARRIED FORWARD	

ltem No	Particulars	Requirements	Unit Price	Total Amount
1	PABX Unit			
1.1	VoIP PABX	1		
1.2	Enterprise Software Licensing Package	For All users		
1.3	Programming (Pick up groups)	DOJ to supply		
1.4	Connection to Voice Gateway	Per Site Requirements		
1.5	Uninterrupted Power Supply (UPS) - 2KVA	Yes		
1.6	Rack Cabinet - 27U	Yes		
1.7	Auto Attendant	Yes		
1.8	Voice Logging System	Yes		
1.9	Interactive Voice Recorder IVR	Yes		
1.10	Preannouncement	Yes		
1.11	Music on Hold	Yes		
1.12	Electronic Lock Facilities	Yes		
1.13	PIN Numbers	Yes		
1.14	Automatic Line Selection	Yes		
1.15	SIP Trunks (Licenses) 12 months rental	Yes		
1.16	Lightning Protection (per PRI)			
1.17	Speed dial numbers			
1.18	Facility for expected growth	20% Included to		
		the above		
2	SMB Hardware			
2.1	Robust multi-service platform			
2.2	Flexible architecture			
2.3	Add up to 400 extensions, expandable to over 600 through a secure, private network			
2.4	Functions over analogue or ISDN or VoIP lines using SIP Trunking			
2.5	Compatible with analogue, digital and IP handsets as well as cordless DECT phones			
2.6	4x Digital Extension Ports and 4x Analogue Extension Ports built-in			
2.7	Full featured transparent networking with single point of administration			
2.8	SIP secure distributed networking			
2.9	ISDN QSIG networking			
2.10	ISDN virtual networking over PSTN			
2.11	PSTN-Overflow if network interruption or bandwidth problems in IP-Network			
2.12	Secure VolP (SRTP/TLS, mTLS) for end points and trunks			
2.13	Voicemail with VM to email, voicemail box, multiple greetings, message forwarding, group mailboxes			
2.10				
3	Operator Related to Equipment			
3.1	PC Based Consoles (Switchboard)			
3.2	Enables operators to perform call handling tasks with the numeric keypad of a PC keyboard and			
3.3	customize toolbars with commonly used commands Displays the results of an automatic and dynamic search for each caller, allowing Quick Transfer / Answer –			
	Allows operators to select how they want to transfer calls All Console Call History – Provides all operators with a complete history of all calls that have been handled			
3.4	by the answer point			
3.5	Busy Lamp Field (BLF) – Allows operators to monitor up to 5,000 extensions or line appearance statuses			
3.6	Multiple BLF Lists, Customizable BLF Views and Tile-Based BLF			

3.8	Attendant Reports, Incoming Calls			
3.9	Computers	DOJ to supply	DOJ	DOJ
3.10	Operator Console Headsets	Yes	500	200
4	Executive Level IP Phones			
4.1	7" (800x480 pixel) Touchscreen LCD			
4.2	2 x GigE ethernet ports			
4.3	Built in Bluetooth 4.1 support			
4.4	96 (16 x 6) programmable keys			
4.5	6 softkeys			
4.6	Hi-Q Audio Technology			-
4.7	Hearing aid compatible (HAC) handset			
4.8	Powered USB 2.0 Host port (500mA)			
4.9	Sidecar expansion port			
4.10	PoE Class 3 with automatic PoE Class			
5	Standard/Entry Level IP Phones			
5.1	LCD display			
5.2	3 programmable Personal Keys			
5.3	3 context-sensitive soft keys			
5.4	Navigation cluster			
5.5	12 fixed feature keys			
5.6	Incoming call / message waiting indicator			
5.7	Dual 10/100 Ethernet Ports			
5.8	Hi-Q Audio Technology			
5.9	Full duplex wideband handset and speakerphone			
5.10	HD wideband audio			
5.11	Hearing aid compatible (HAC) handset			
5.12	PoE Class 1			
6	Voice Mail			
6.1	Quantity of boxes for all user with up to 20% growth	All users		
7	Telephone Management System			
7.1	Software – Web based with budget barring facility	All Users		
7.2	Computer	DOJ to supply	DOJ	DOJ
7.3	TMS Report Extension Summary reports, Extension outgoing cost reports, Extension detail report with budget usage,	Must Comply		
7.4	Directorate summary reports, Directorate detail reports			
7.5	Top 40/120/300 reports by: Cost, Duration, Number dialed Exchange summary reports, Exchange detail reports, Account code report, Staff members list reports,			
7.6	Memorized reports			
7.7	Graphs, Busy hour graph, History graph, Extension bar graph, Extension pie chart, Exchange line bar graph	40.11		
7.8	Support and Maintenance (VoIP PABX)	12 Months		
7.9	Installation Management Fee, (labour, transport, storage fee ,security, etc.)	Sum		
7.10	Any additional peripheral materials might be required	Sum		
8		TOTA	AL CARRIED FORWARD	

r		
TENDER No:		
WCS: 044028		
MAMELODI N	IAGISTRATE COURT: INSTALLATION OF NEW SOS, LAN, CRT AND VOIP/PABX	
SUMMARY S	CHEDULE OF QUANTITIES:	Amount
SCHEDULE 1	: PRELIMINARY AND GENERAL	
SCHEDULE 2	I INSTALLATIONS: BILL OF QUANTITIES	
2.1	SEXUAL OFFENCE SYSTEMS (SOS)	
2.2	LOCAL AREA NETWORK (LAN) / WIRELESS ACCESS APPLICATION (AP)	
2.3	COURT RECORDING TECHNOLOGIES (CRT)	
2.4	VOIP PABX	
2.5	TOTAL	
2.6	VAT (15%)	
2.7	TOTAL OF SCHEDULE OF QUANTITIES: CARRIED TO CALCULATION OF TENDER SUM	
2.1	TOTAL OF SCHLEDDLE OF QUARTITIES. CARGED TO CALCULATION OF TENDER SUM	

T2.2

Returnable Documents required for tender evaluation purposes



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

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

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

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to **Not Exceed**R50 000 000 (all applicable taxes included) and therefore the...**80/20**.....system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

		POINTS
1.3.1.1	PRICE	80
1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION	20
	Total points for Price and B-BBEE must not exceed	100

- 1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.
- 1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.



- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. **DEFINITIONS**

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



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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration



Pmin = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

6. BID DECLARATION

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



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

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

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

8 SUB-CONTRACTING (relates to 5.5)

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
- 8.1.1 If yes, indicate:
 - (i) what percentage of the contract will be subcontracted?%
 - (ii) the name of the sub-contractor?
 - (iii) the B-BBEE status level of the sub-contractor?
 - (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1	Name of company/firm	
9.2	VAT registration number	
9.3	Company registration number	
9.4 □ □	TYPE OF COMPANY/ FIRM Partnership/Joint Venture / Col One person business/sole prop Close corporation Company	
	(Ptv) Limited	



[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

- 9.6 COMPANY CLASSIFICATION
- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]
- 9.7 Total number of years the company/firm has been in business?
- 9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
 - (i) The information furnished is true and correct;
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES	
-----------	--

1.			
2.			
		SIGNATURE(S) OF BIDDER(S)	
DATE:	ADDRESS:		
	nce to words "Bid" or Bidder" herein and/or in any other doc ider" or "Tenderer".		ng as the 6 of 6

For Internal Use



PA-10: General Conditions of Contract (GCC)

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Contract amendments
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices



General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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



PA-10: General Conditions of Contract (GCC)

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



PA-10: General Conditions of Contract (GCC)

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

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

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

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

8. Inspections, tests and analyses

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



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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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



- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 (b) is the quest of termination of the supplier of any state.
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices



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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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



- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
 - i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.

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

23.7 If a count 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 pubic sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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



25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.



29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

Name of Bidder	Signature	Date



PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in <u>full</u> and signed by the duly authorized person, as indicated on PA-15.1

or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	DEPARTMENT OF JUSTICE: MAMELODI MAGISTRATE COURT: NEW INSTALLATION OF CRT, LAN AND VOIP/PABX		
Bid no:	PT 22/004	Reference no:	6029/4971/4

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

- 2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:
- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.



3

3

3

3

1	"State"	means –
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- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.
- ² "Shareholder" means
 - (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

NO

- 3.7 Are you or any person connected with the bidder presently employed by the state?
- 3.7.1 If so, furnish the following particulars:

	Name of person / director /trustees/shareholder/ member:
	Name of state institution at which you or the person
	is connected to the bidder is employed
	Position occupied in the state institution:
	Any other particulars:
3.8	Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?
.8.1	If so, furnish particulars:
.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?
.9.1	If so, furnish particulars.
.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the



Declaration of interest and bidder's past Supply Chain Management practices: PA-11

	evaluation and or adjudication of this bid?	YES	🗌 NO
3.10.1	If so, furnish particulars.		
3.11	Do you or any of the directors /trustees/shareholders/ members of the comp interest in any other related companies whether or not they are bidding for	•	•
3.11.1	If so, furnish particulars:		

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes	🗌 No
5.2	If so, furnish particulars:		



5.3	Is the tenderer / 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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	□ Yes	🗌 No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	U Yes	🗌 No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	U Yes	No No
5.8	If so, furnish particulars:		

6. 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.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	DEPARTMENT OF JUS INSTALLATION OF CRT, L		AGISTRATE COURT: NEW
Bid no:	PT 22/004	Reference no:	6029/4971/4

INTRODUCTION

- 1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
- 2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4. This form (PA-29) 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 (PA-29) must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:	that:
--------------------------	-------

(Name of Bidder)

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



- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Name of Bidder	Signature	Date	Position

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



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at ______ (place)

on ______(date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

	Name	Capacity	Signature
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PA-15.1: Resolution of Board of Directors

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20		

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

No	te:	ENTERPRISE STAMP
1. 2.	* Delete which is not applicable. NB: This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise.	
3.	In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).	
4.	Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).	
5.	Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.	



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

(place)

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

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

Held at _____

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

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

Physical address:		-
		_
	(code)

Any reference to words "Bidd" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 1 of 2 For external use Effective date 20 September 2021 Version: 2021/01



PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address:	
-----------------	--

(code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
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15			

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

Note:

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 2 of 2 For external use Version: 1.3



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1.	
2.	
3.	
5.	
4.	
5.	
6.	
7.	
8.	
Helo	at (place
on _	(date,
RE	SOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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



PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms:

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

and who will sign as follows:

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

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

Physical address:	
	(Postal code)
Destal Address	
Postal Address:	
	(Postal code)
Telephone number:	



PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

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



DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title: DEPAR		ENT OF JUSTICE: MAMELODI MAGISTRATE COURT: NEW INSTALLATION OF CRT, LAN AND VOIP/PABX			
Tender / quotation no:		PT 22/004	Closing date: 02/08/2022		
Advertising date:		01/07/2022	Validity period:	60 days	

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

	jects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence- ment date	Contractual completion date	Current percentage progress
1							
2							
3							
4							
5							
6							
7							
8							



Tender no: PT 22/004

1.2. Completed projects

of Employer	Contact tel. no.	Contract sum	commence- ment date	completion date	Date of Certificate of Practical Completion
				Image: Constraint of the second se	Image: selection of the

Name of Tenderer	Signature	Date

C3

Scope of Work



PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2nd EDITION: 2010)

Project title:	MAMELODI MAGISTRATE COURT: INSTALLATION OF NEW SOS, LAN, CRT AND VOIP/PABX SYSTEM				
Tender no:	PT22/004	Reference no:	6029/4971/4		

C3. Scope of Works

CONTENTS

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

A: GENERAL

PS-1 PROJECT DESCRIPTION

Mamelodi Magistrate Court is located in the Mamelodi Township, East of Pretoria CBD. The specific purpose of this tender document is to source and appoint the suitable Service Provider to supply and install the following services for the court:

- Sexual Offence System (SOS),
- Court Recording Technology System (CRT),
- Local Area Network (LAN) including Wireless applications, and
- VOIP/PABX Systems.

The scope of works is described in details under Sub-Heading B: Amendments to the Standard Specifications.

PS-2 DESCRIPTION OF SITE AND ACCESS

he existing entrance to the court is at corner of Tsamaya and Eerste Fabriek Streets in Mamelodi.

PS-3 DETAILS OF CONTRACT

he Contract is based on GCC. Acess to all instructions on the building must be communicated through the Main Contractor and the Engineer.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

When the Contractor draws up the construction programme, the Contractor shall take into consideration the time for completion for each work of each installation as indicated in Clause 42.1 as amended in Part 1 of the Contract Data.

Completion Period is 06 months

If the programme submitted by the Contractor in terms of Clause 12 of the General Condition of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure practical completion of all installations, and completion of the works within the periods stipulated under Part 1 of the Contract Data or within a granted



extension of time and also to ensure other contractors have access to the site to

start their installation on the dates as shown in the original programme. Proposals to increase the tempo of works must incorporate positive steps to increase production either by more labour and plant on site, or by using available labour and plant in a more efficient manner.

Instruction by the Engineer to expedite progress shall not be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis on which it is to be determined.

Failure on the part of the Contractor to submit or to work according to the programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 55 of the General Conditions of Contract as amended in Part 1 of the Contract Data.

The approval by the ENgineer of a programme shall have no contractual significance other than that of the Engineer will be satisfied if the works is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor is also referred to Clause PS 8 and PS 12 when preparing the programme.

PS-5 CONSTRUCTION PROGRAMME

Refer to PS-4.

PS-6 SITE FACILITIES AVAILABLE

The office accommodation, Carports, Site Meeting Venue are provided by the Main Contractor.

PS-7 SITE FACILITIES REQUIRED

The Storage Facilities for material must be provided for this contract.

PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

Traffic accommodation is not required in this contract. All necessary arragements to accommodate traffic volumes were catered for by the Main Contractor during the building of the structure.

PS-9 OCCUPATIONAL HEALTH AND SAFETY

Occupational Health and Safety Specifications is attached under the Sub-Heading B: Amendments to the Standard Specifications.

PS-10 ADVERSE WEATHER CONDITIONS

Records of adverse weather must be recorded on site at all times to justify damage costs related to adverse weather and the applications for the extension of time.

NOTE: This is an example only. Compiler / Designer to provide the applicable contents.

B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

SEXUAL OFFENCE SYSTEMS (SOS)

Purpose:

The general intent of this document is to identify the most qualified bidder(s) to assist the Department of Justice and Constitutional Department ("DOJ & CD" or "Client") in the implementation and support of Sexual Offence System (SoS). Bidders are expected to submit



Technical and Commercial proposals, by proposing a solution and a plan that meet the requirements provided in Technical Specifications below.

The requirements included within this document are critical factors in evaluating the adequacy of a bidder's proposed solution. All requirements must be addressed by the bidder. Further, the bidder must provide a detailed implementation plan that addresses requirements, dependencies, assumptions, costs, and timelines. It is also requested that the bidder provides both technical and functional documentation regarding the proposed solution.

The Request for Quotation (RFQ) document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between Department of Justice and Constitutional Department (DOJ & CD) and any successful bidder as identified after completion of the selection process.

The Client is therefore inviting responses from eligible bidder(s) to supply Sexual Offence System (SoS) that will integrate with the Court Recording Technology system (CRT), inclusive of installation, implementation, configuration, testing, training and support.

SCOPE OF WORK 3.

The scope entails the following:

- audio-visual hardware ("TV screens"),
- microphones,
- headphones,
- cameras, and
- main control box

OVERVIEW OF THE SEXUAL OFFENCES SYSTEM (SOS) 4.

The SOS System is a set of equipment that are installed inside magistrate court room and a separate testifying room.

The main purpose of the SOS is to ensure that the victim in a sexual offense case does not have to physically face the accused in the courtroom when he/she has to identify the accused. Victims of sexual offences are mostly women and children who are vulnerable to the possible intimidation by the perpetrator.

The victim in the testifying room is assisted by an intermediary, this is a court employee that assists the victim practically with the system by ensuring that he/she can be clearly heard and seen by everyone in the court room when testifying. The victim makes use of headphones when it is necessary for him/her to listen when he/she is specifically addressed. Therefore, the testifying room is also called the intermediary room. At most SOS courts there is also a waiting room where family members and/or other victims can wait.

The SOS provides a solution to allow the legal professionals such as the magistrate, prosecutor, defence attorney as well as the public in the gallery to see the victim on a video screen and hear his/her testimony through speakers in the court room, while the witness is testifying in a separate room with a camera and screen. The only time that the witness in the testifying room sees the court room on the screen, is when he/she has to identify the perpetrator.

The SOS is linked to the Court Recording System (CRT) in order to allow the testimony to be recorded as well. Only the sound (audio) is recorded, not the video. To ensure a clear recording, the audio recording must be by way of a cable and not just by way of an open microphone. SOS Conceptual Diagram - The diagram is issued with the tender drawings.

COURT RECORDING TECHNOLOGIES (CRT)

INTRODUCTION

Purpose:



The general intent of this document is to identify the most qualified bidder(s) to assist the Department of Justice and Constitutional Department ("DOJ & CD" or "Client") in the implementation and support of court recording technologies (CRT). Bidders are expected to submit Technical and Commercial proposals, by proposing a solution and a plan that meet the requirements provided in Technical Specifications below.

The requirements included within this document are critical factors in evaluating the adequacy of a bidder's proposed solution. All requirements must be addressed by the bidder. Further, the bidder must provide a detailed implementation plan that addresses requirements, dependencies, assumptions, costs, and timelines. It is also requested that the bidder provides both technical and functional documentation regarding the proposed solution.

The Request for Quotation (RFQ) document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between Department of Justice and Constitutional Department (DOJ & CD) and any successful bidder as identified after completion of the selection process.

The Client is therefore inviting responses from eligible bidders to supply court recording technologies (CRT), inclusive of installation, implementation, configuration, testing, training and support. The proposed solution should comply with the requirements laid out in the later sections of this RFQ.

SCOPE OF WORK

Current State of Infrastructure:

The current network architecture at the Client allows remote connection from the justice institutions and other authorised organization. The Client is also connected to its regional and national office. Since the different entities connect to the Client to access critical information on a daily basis, it is of utmost importance to have a robust and resilient network infrastructure for an effective service delivery.

The total number of required CRT machines are nine (9) to be installed in each court as per the floor plans supplied.

Solution Requirements

Client will not provide man power or any other support for implementation of the plan. The bidders are expected to envisage costs associated with the following components:

- Intrusion Prevention System
- Sexual offence System (SoS) Closed Circuit TV (CCTV) to be configured with the CRT
- Court Recording Technologies (CRT)

Other Requirements

Time Synchronisation

The successful bidder is expected to configure each device to be connected to server and all network need to be synchronised with the primary NTP server.

Cabling

- All cables and ports should be properly labelled and documented.
- The cost for any additional cabling (if required) will be borne by the Bidder.
- Cable dressing should be as per the standard norms. All the cables must be neatly tied together at each and every location.
- Training Delivery
- The successful bidder is expected to conduct staff trainings on the usage of the new CRT machines to the staff.
- The following information is to be provided in the technical proposal:
- Details of course content to be provided;
- Number of training sessions per type of users (for example more training sessions may be required for middle management);
- Duration of each training session; and
- Relative experience of trainer.

Electrical and other Facilities:



The successful bidder should carry out appropriate tests on the existing electrical installation and earthing in order to ensure that their proposed equipment works safely. If the existing electrical system is not adequate, bidders will be expected to make the necessary recommendations. Electrical installation should however not be quoted for.

As part of their response, bidders should propose:

• Electrical requirements for the proposed equipment (earthing, power connection, cabling, etc.)

• Cooling and environmental requirements for the operation of the servers, switches and other related equipment.

• The specifications for UPS and electrical generators for the components of the system. Bidders should propose sockets and plugs conforming to SANS 164, latest edition as amended. If this is not the case, bidders should make necessary arrangements (by providing appropriate adapters) for all equipment to operate safely.

Support Services

The response time of the bidders for any problem and the maximum down time should be as per the Support and Maintenance Contract to be agreed upon, during warranty period as well as during the maintenance period. The bidders shall provide preventive and remedial maintenance to keep the proposed hardware in good operating conditions. The bidders shall propose DR strategy they will deploy in the event of a prolonged breakdown of equipment installed as part of the IT contingency plan. The bidders will provide details of its maintenance and support strategy and the working arrangements with partners (if any) to support the solution

LOCAL AREA NETWORK (LAN)/WIRELESS ACCESS APPLICATION (AP) INTRODUCTION

Purpose:

The general intent of this document is to identify the most qualified bidder(s) to assist the Department of Justice and Constitutional Department ("DOJ & CD" or "Client") in the implementation and support of bidder-provided data network. Bidders are expected to submit Technical and Commercial proposals, by proposing a solution and a plan that meet the requirements provided in Technical Specifications and related appendices.

The requirements included within this document are critical factors in evaluating the adequacy of a bidder's proposed solution. All requirements must be addressed by the bidder. Further, the bidder must provide a detailed implementation plan that addresses requirements, dependencies, assumptions, costs, and timelines. It is also requested that the bidder provides both technical and functional documentation regarding the proposed solution.

The Request for Quotation (RFQ) document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between Department of Justice and Constitutional Department (DOJ & CD) and any successful bidder as identified after completion of the selection process.

The Client is therefore inviting responses from eligible bidders to supply data network inclusive of installation, implementation, configuration, testing, training and support. The proposed solution should comply with the requirements laid out in the later sections of this RFQ.

3. SCOPE OF WORK

Current State of Infrastructure:

The current network architecture at the Client allows remote connection from the DOJ & CD and other authorised organization. The Client is also connected to its Regional and National office. Since the different entities connect to the Client to access critical information on a daily basis, it is of utmost importance to have a robust and resilient network infrastructure for an effective service delivery.

The Local Area Network (LAN) of the Client connects to internal communications. The bidder will be required to draw the network points as per the drawing switch are approximately 200



network points across 2 levels. The level switches are generally connected to

the core switches through fibre optic cables in redundant mode. The Department will supply the data line and router as well as configuration of switches and Wireless Access Points (AP's).

Solution Requirements:

Client will not provide man power or any other support for implementation of the plan. The bidders are expected to envisage costs associated with the following components:

- Core Switch
- Level Switch / Access Switch
- Firewalls
- Intrusion Prevention System
- Network intelligence tool
- Wireless Infrastructure
- Wireless and Cable LAN tester

VoIP PABX

INTRODUCTION

Purpose:

The general intent of this document is to identify the most qualified bidder(s) to assist the Department of Justice and Constitutional Department ("DOJ & CD" or "Client") in the implementation and support of VoIP PABX system with SIP trunking. Bidders are expected to submit Technical and Commercial proposals, by proposing a solution and a plan that meet the requirements provided in Technical Specifications provided below.

The requirements included within this document are critical factors in evaluating the adequacy of a bidder's proposed solution. All requirements must be addressed by the bidder. Further, the bidder must provide a detailed implementation plan that addresses requirements, dependencies, assumptions, costs, and timelines. It is also requested that the bidder provides both technical and functional documentation regarding the proposed solution.

The Request for Quotation (RFQ) document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between Department of Justice and Constitutional Department (DOJ & CD) and any successful bidder as identified after completion of the selection process.

The Client is therefore inviting responses from eligible bidder(s) to supply VoIP PABX system with SIP trunking inclusive of installation, implementation, configuration, testing, training and support. The proposed solution should comply with the specification requirements stated below.

SCOPE OF WORK

Current State of Infrastructure:

The current network architecture at the Client allows remote connection from the DOJ & CD and other authorised organization. The Client is also connected to its Regional and National office. Since the different entities connect to the Client to access critical information on a daily basis, it is of utmost importance to have a robust and resilient network infrastructure for an effective service delivery.

Solution Requirements:

This is a turnkey project and the bidders will be responsible for end to end implementation of the solution proposed by them. Client will not provide man power or any other support for implementation of the plan. The bidders are expected to envisage costs associated with the following components:

- VoIP PABX telephone system
- IP phones/handset



Telephone Management system
SIP Trunking

VoIP PABX REQUIREMENTS

The Client is inviting bidders to propose a new telephony system at the main site which should support the phone features and also meet the following requirements provided below: Flexibility.

System critical components including Voice Gateways, call managing software and power and network components shall be resilient such that no failure in any critical component of the telephony system shall result in loss of service for any user of the system. Redundancy:

The proposed solution should cater for redundancy of critical components. Critical components consist of call managing software / control server / equipment, power supplies, and gateways but not limited to the aforementioned devices. The solution should cater for 1 + 1 redundancy.

Scalability:

The proposed solution should be scalable. Bidders should cater for addition of new telephone sets in future. Bidders are invited to include pricing of additional equipment for any future purchase (within duration of contract between bidder and the Client) and implementation issues and challenges if the Client decides to add new telephone sets to the proposed solution.

Availability:

The telephony system shall provide high levels of availability. As such the system must be designed so as to minimize any service outage due to downtime in any system component.

Numbering Plan:

The management of the telephony traffic, in addition to the mapping of each telephone number to each telephone set, will be handled by the telephony system. The telephony system should provide an internal numbering plan which will be accessible both internally through 4-digit extension and externally.

Mobility:

The telephony system must provide call mobility through smart mobile phone, supporting Android, IOS, Blackberry and Windows OS.

Integration:

The system must be integrated with the Client's Microsoft Active Directory.

Management and administration. The administration and management of the system should be through a web based interface. Quality of Service and LAN segregation Virtual LANs have to be implemented to segment voice traffic, and QoS priorities set to improve on call quality and network performance.

Class of Service

Proper class of service has to be implemented to define permissions different extensions will be having on the VoIP PABX system.

Switching Capabilities

The telephony system should be able to provide for the following call switching capabilities:

1. Voice Handling

2. Integration with media like for example fax, e-mail and video but also cater for other types of applications through the use of Computer Telephony Integration (CTI). The CTI feature is optional.

Recording of voice calls:



The system should enable the recording of voice calls as well as inform external parties calling the Client that their voice conversation may be recorded. The response should include details of the different types of storage units which can be used, quality of voice messages recorded and the storage size recommended (including for archiving). Proper access controls have to be implemented in relation to access to saved voice files and stored files must be encrypted. The storing period must be adjustable and should be able to store externally for backup.

Remote access:

Client's staff must be able to use the telephony system remotely, both through VPN and VPN-less.

Voice Mail:

Each user must have a voice mail account and message personalisation must be possible. Notification must be sent through email, integrated with the Microsoft Exchange and secured over SSL or TLS.

Reporting:

A comprehensive call detail records must be implemented. Customised report generation must be available and the data must be available for at least 6 months. Telephone features.

Telephone users at the Client have been classified into five categories. A brief overview of the different categories is provided below:

- Executives: Comprises of top management of the Client
- Management: Comprises of Heads and senior members of each department
- Users: Comprises of analysts and officers
- Meeting rooms: Comprises of meeting rooms on all levels
- Reception: Consists of receptionists and phone operators

C3.3 PARTICULAR SPECIFICATIONS OS FUNCTIONALITY REQUIREMENTS & SPECIFICATIONS MATRIX

1. Court Room Environment:

• 1 x 48 - 55" Monitor (Side) Prosecution/Witness/Legal Representative. The monitor will display/project contents from the witness testifying room and will be situated on a side wall (mounted) behind the prosecutor stand. This caters for larger sized Court Rooms.

The required screens must be installed far from the air-condition in the courtroom;

• The system must directly integrate with the existing Court Recording Technology (CRT) system, audio only;

• A total of 3 x FHD Monitors, a PTZ camera (180 degrees' capture angle) and 1x loudspeaker system is required;

48" Monitors must be installed at 3 - 4 Metres above the ground;

PTZ camera must be controlled via a remote or related mechanism;

• 19" Full HD Monitor – Must be flexible to able to swing up and down (Manually/Automated). It must be fixed on a surface.

• Loudspeaker system must be conducive for use in court; i.e. cater for Court Room environment acoustics.

• 1 x 48-55" Monitor (Centre) Gallery: The monitor will display/project contents from the witness testifying room; the monitor will be installed/fitted behind the presiding officer at the top centre position, facing the gallery.

• 1 x 19" Monitor for Presiding Officer: The monitor will display/project contents from the witness testifying room; the monitor will be positioned on the presiding officer's desk (In front).

• PTZ Camera for Testifying Room: The camera will capture contents from the Court Room, in a PTZ fashion; deliver the video feed to the testifying room. The camera will be positioned above the 48" monitor.

• Loudspeaker System for Entire Court Room: Is required to amplify the audio from the witness testifying room (to Court Room); should be positioned on either (or both sides) side of the 48" monitor. Must be audible to the entire Court Room.



2. Witness Testifying Room:

• 1 x 48" Monitor for Child/Adult Witness: It is intermediary and will display/project contents from the Court Room. The monitor will be positioned in front of the witness and Intermediary.

• The monitor/screen must be able to allow the child and intermediary to view visual feed from the courtroom and Installed at 1.5m above the ground level, in the centre position of the wall;

• The headsets must be able to allow the intermediary (and not the child) to listen to audio feed from the courtroom;

• An omni-directional (conference type) microphone connected that is able to absorb the room audio;

• The required system must be able to capacitate the child not to hear the audio, i.e. no loudspeaker audio projection;

• Must have PTZ camera in the testifying room, the camera must be able to view up to 360 degrees of the testifying room. The required camera must be installed/fitted in a position where it will be enabled to function accordingly;

• A remote controller must enable the presiding officer to have control of its PTZ function accordingly;

• The screen must be able to project video feed of all case participants in the courtroom, including the gallery.

• The microphone must be omni-directional. 1 x Headsets, Intermediary and the headsets are used to relay the audio from the courtroom to the intermediary.

• PTZ Camera for Child/Adult Witness, Intermediary and the camera will capture contents from the testifying room, in a PTZ fashion (360 degrees); deliver the video feed to the courtroom. The camera will be positioned where it can rotate to its full capacity.

• Microphone for Child/Adult Witness is Intermediary and the microphone will transmit the audio from the witness to Court Room, in an omni-directional fashion.

• 1 x 48 - 55" Monitor (Centre) for the Gallery: The monitor will display/project contents from the witness testifying room; the monitor will be installed/fitted behind the presiding officer at the top centre position, facing the gallery.

• 1 x 19" Monitor for Presiding Officer: The monitor will display/project contents from the witness testifying room; the monitor will be positioned on the presiding officer's desk (In front).

• PTZ Camera for Testifying Room: The camera will capture contents from the courtroom, in a PTZ fashion; deliver the video feed to the testifying room. The camera will be positioned above the 48" monitor.

• Loudspeaker System for Entire Courtroom: Is required to amplify the audio from the witness testifying room (to courtroom); should be positioned on either (or both sides) side of the 48' monitor. Must be audible to the entire courtroom.

3. Witness for Testifying Room: 1 x 48" Monitor Child/Adult Witness, Intermediary and the monitor will display/project contents from the courtroom; the monitor will be positioned in front of the witness and Intermediary.

• The monitor/screen must be able to allow the child and intermediary to view visual feed from the courtroom and Installed at 1.5m above the ground level, in the centre position of the wall;

• The headsets must be able to allow the intermediary (and not the child) to listen to audio feed from the courtroom;

• An omni-directional (conference type) microphone connected that is able to absorb the room audio;

• The required system must be able to capacitate the child not to hear the audio, i.e. no loudspeaker audio projection;

• Must have PTZ camera in the testifying room, the camera must be able to view up to 360 degrees of the testifying room. The required camera must be installed/fitted in a position where it will be enabled to function accordingly;

• A remote controller must enable the presiding officer to have control of its PTZ function accordingly;

• The screen must be able to project video feed of all case participants in the courtroom, including the gallery.

The microphone must be omni-directional.

1 x Headsets: Intermediary and the headsets are used to relay the audio from the courtroom to the intermediary.

PTZ Camera for Child/Adult Witness, Intermediary: The camera will capture contents from the testifying room, in a PTZ fashion (360 degrees); deliver the video feed to the courtroom. The camera will be positioned where it can rotate to its full capacity.



Microphone for Child/Adult Witness: Intermediary and the microphone

will transmit the audio from the witness to courtroom, in an omni-directional fashion.

4. Waiting Areas: 1 x 48 - 55" Monitor for Child witnesses: For purposes of educating witnesses whilst awaiting court appearance. The Monitor must be able to use USB functionality; for victim support information dissemination.

1 x 48 - 55" Monitor: Adult witnesses

5. GENERIC REQUIREMENTS

• In cases where courts are renovated/constructed, the solution installation must be done after flooring/carpeting has been completed.

• Quality of installation workmanship must adhere to the standards of the Department provided below.

Bidders must be able to support, maintain and integrate the SOS into CRT.

• Successful bidder will be required to install the system in terms of the provided floor plans (court & witness/testifying rooms).

• All installed systems must account for room acoustics and background/environment noise interference impedance.

6. CABLING STANDARDS

The Department operates on heritage buildings in which the structure of their state must be conserved, sustainability of materials used and user safety must also be considered when cabling:

• EGA trunking on walls and fixed structures, the colour of trunking must match the particular surface where a structure might be of a different of a different material;

• Cable ties and clips must be neatly fixated to eliminate roaming of cables;

Drilling must be limited to a minimum;

• Half-moon trunking (aluminium) is recommended for floor trunking;

• Cabling/trunking must be avoided on areas where there is user movement and exposure i.e. doorways, chair ways, table tops;

• Exposure of cables must be kept minimal;

• PVC trunking must be used where cabling may require extension in between buildings (external environment exposure).

Cameras, Displays & Video

Video Standards & Protocols (Display & PTZ Camera) H.263, H.264, HD 1080p@30fps Single stream: 720p@60 fps **Content Video Resolution** HD (1920 x 1080p) max 1920 x 1080p, 60/50 - 12x optical zoom - 180° FOV - Courtroom 1080p HD Camera 1920 x 1080p, 60/50 - 12x optical zoom - 360° FOV - Testifying Room Pan, Tilt & Zoom **Digital Caption (optional)** Caption banner, body text and information ID Text input through remote control/Touch pad Editable caption and auto zone adjustment Video Inputs S-Video VGA HDMI or DVI-I HD video out Audio Audio Outputs 3.5 mm line-out jack, HD audio (HDMI) Stereo output (RCA) Audio Standards & Protocols Non - Proprietary **Directional Property (Microphone)** Omnidirectional Networking & Interfaces (Solution) Network Interfaces IP: 10/100 Base-T, RJ45 Wireless: Built-in Wi-Fi Interface/Control Rechargeable with in-built battery Remote control/Handheld/Touchpad and On Device USB Interface USB 3.0 Network Standards & Protocols TCP/IP (IP: 10/100 Base-T, RJ45) 10/100 auto NIC (RJ45) Wireless: Built-in Wi-Fi Minimum 802.11ax (Wi-Fi 6) or 802.11ac (Wi-Fi 5) access points compatible Language & Compliance



Languages English Approval and Compliance FCC/RoHS/CE Special Features Special Features Automatic noise suppression Background Noise Interference reduction Standard operation conditions

The installation and equipment's supplied to be able to meet required international standards and be safe guarded from lightning. The temperatures vary between 25-37°C.

Document Submittal

Relevant copies and manual to be submitted. Proper markings and termination details to be provided.

Time Synchronisation

The successful bidder is expected to configure SOS into the CRT, ensure that is synchronise with time protocol and recording CRT.

Training Delivery

• The successful bidder is expected to conduct staff trainings on the usage of the SOS system and software to the different types of users in different sessions to accommodate all the staff. Additionally, trainings should be provided to the IT administrators on the usage and management of the SOS system and all CRT interface equipment implemented.

• Participants must, at the end of the course, be able to train other users or new entrants in standard use of the system. All user manuals for the system must be available at the start of the course. Reference / Training materials will have to be provided to the staff being trained.

• Training should be timed with the availability of equipment to allow staff to put their newly acquired skills in practice.

• Training on the security devices must be done by professional trainers. If training session need to be done overseas, the bidder should include in the cost for 2 staff of the Client and should be done prior to the implementation of the project.

The following information is to be provided in the technical proposal:

Details of course content to be provided;

• Number of training sessions per type of users (for example more training sessions may be required for middle management);

Duration of each training session; and

Relative experience of trainer.

Software and Licenses

Bidders must provide adequate number of licenses for each type of software and hardware proposed (as appropriate) and must explain clearly its licensing policy in the Cost Breakdown. The Bidders should propose the most appropriate licensing policy which is most cost effective to the Client.

Bidders should include any cost associated with the licensing policy, charges should be quoted for the maintenance and support of software proposed.

Electrical and other Facilities

The successful bidder should carry out appropriate tests on the existing electrical installation and earthing in order to ensure that their proposed equipment works safely. If the existing electrical system is not adequate, bidders will be expected to make the necessary recommendations. Electrical installation should however not be quoted for.

As part of their response, bidders should propose:

• Electrical requirements for the proposed equipment (earthing, power connection, cabling, etc.)

• Cooling and environmental requirements for the operation of the servers, switches and other related equipment.

• The specifications for UPS and electrical generators for the components of the system. Bidders should propose sockets and plugs conforming to SANS 164, latest edition as amended. If this is not the case, bidders should make necessary arrangements (by providing appropriate adapters) for all equipment to operate safely.

TECHNICAL COURT RECORDING TECHNOLOGIES (CRT) REQUIREMENTS

Each Courtroom must provide for the facilities and infrastructure requirements of the CRT system as follows:

CRT Rack cabinet inside the courtroom



The general principles for the placement of the CRT rack cabinets are flexible

to allow for the various courtroom layouts. This said, the general requirements of the Department in this regard are as follows:

1. The CRT Rack cabinet must be placed as close as possible to where the Court Clerk is sitting (this also allows for Screen and keyboard cables to reach from the Clerk's desk) not closer than 200mm to the Court Clerk desk and not further than 500mm from the Court Clerk Desk;

2. The CRT Rack has lockable front and a rear door which must be able to open at 90 Degree angles for implementation and maintenance purposes. Allow at least 500mm of open space in front and back of rack for this purpose.

CRT Rack Cabinet Side View (Measurements in mm.)

CRT Rack Cabinet Top View (Measurements in mm.)

3. The CRT rack has a floor mounting Plinth that is bolted to the floor with 4 x M10 Rawl bolts. Length of bolts is dependent on consistency of the underlying concreted slab. The CRT rack is mounted on top of the plinth.

4. CRT Rack dimensions:

a. Plinth: Height 50mm x Length 630mm x width 642mm

b. CRT Rack: Height 549.6mm x Length 630mm x width 642mm

c. Weight: 86Kg.

Please Note: In cases where more than a total of 9 CRT microphones are required, then a rack cabinet that is higher than the height dimensions above needs to be installed. Please contact the CRT project team for such Rack specifications.

5. A Dedicated power outlet (Red box) must be installed for the CRT Rack with 2 or 4 220V power 3 prong (flat earth prong) outlets not further than 500mm from the CRT rack cabinet or in a floor box underneath the rack. Each Courtroom must be connected to a dedicated 20 Amp circuit breaker on a dedicated clean electrical circuit that is connected to a clean uninterruptible electrical supply separate from the normal electrical circuits. This circuit must remain on at all times even if the utility power fails.

6. 3 x CAT6 UTP network points installed per Courtroom within 1 meter from the CRT rack or in a floor box underneath the rack and 3 x 3 meter CAT6 UTP fly-leads (Turquoise colour) must be supplied for connecting the CRT Courtroom equipment. Similarly, each network point must be supplied with a 1-meter patch lead in the server room or switch cabinet at the patch panel to connect to the Site Server switching infrastructure.

7. The positioning of the CRT Rack must not obstruct the clerk from free movement at his/her workspace;

8. Allow the Clerk easy access the front of the CRT rack cabinet from his/her workplace (the front door of the cabinet should ideally face the Court Clerk;

9. The placement of the CRT rack cabinet should allow the front and rear doors of the cabinet to open at least 90 degrees for easy access;

10. The CRT Rack cabinet contains a speaker system and must not be obstructed at the top or the sides of the CRT rack as that muffles the sound quality

11. The Court Manager must be consulted to advise the preferred location of the CRT rack cabinet for each courtroom, with consideration of the Department's preference as per points above.

12. Provision needs to be made for a Kensington type cable lock to secure the Keyboard, Monitor and mouse in each Courtroom.

Should the Court Manager's preference for the CRT Rack cabinet placement prevent the achievement of the Department's preferences as listed above, then the Department needs to be consulted (through the Project Management team) to agree with the Court Manager and to provide a final directive on placement of the cabinet for such anomalies.

CRT Rack Cabinet Front View:

CRT Red recording Light

The CRT system has a red LED light that illuminates when recording so that all court participants are aware that the system is recording. This light should be easily visible in the courtroom. The general principle for the placement of the red recording light in the Courtroom is that it must be easily visible to participants. Given that there are many configurations of Courtrooms, the exact placement of the red light inside each courtroom is flexible to accommodate the various court layout configurations.

The CRT red light has a 5m cable terminating in a male USB interface. In most cases the CRT Rack is further than the cable length allows and a USB booster extension cable needs to be



connected to allow the cable to reach the CRT rack. This cable should be trunked, preferably in conduit of a suitable size.

The preferred placement of the red recording light is as follows:

1 Behind the witness stand or behind the prosecution stand (generally opposite the witness stand), mounted against a wall or wooden frame in the courtroom, between 2m to 2.6m vertically from the ground and preferably 1.5m to 2.5m horizontally in front of the Presiding Officer.

2 The recording light should preferably not be against Cork soundproofing installed in the courtroom

3 The Court Manager should be consulted where possible to advise the preferred location of the light for each courtroom, with consideration of the Department's preference as per 1 & 2 above.

Should the Court Manager's preference for the red light placement prevent the achievement of the Department's preferences, then the Department needs to be consulted (through the Project Management team) to agree with the Court Manager and to provide a final directive on placement of the cabinet for such anomalies.

CRT Microphone cabling & ducting/trunking inside the courtroom

The CRT system uses Shielded High Performance Audio cable for the CRT microphones, terminating with a male and female XLR connectors at each end respectively.

XLR Connector dimensions

a. The Audio cables must be trunked from each microphone position in a suitable size trunking and all audio cables terminate underneath the CRT rack in an accessible junction box. PVC conduit piping laid into the walls/panels of participant stands and courtroom floor is preferred. Any junction boxes in the walling of participant stands should not be accessible to the Court participant.

b. The Audio cable should be routed via conduit to the surface of the participant stand not smaller than 33mm to allow and cut off flush on the surface to allow the mounting of the microphones.

c. The male XLR connector is terminated at the CRT Rack end and the female connector terminates at the microphone side.

d. Each microphone is connected to the CRT rack via a dedicated Shielded High Performance Audio cable.

e. At least 500mm cable slack at the microphone side and 1-meter cable slack at the CRT rack size (overall cable lengths dependent on court size)

At minimum a courtroom will have nine (9) audio cables for the microphones, strategically placed as follows:

- 1. Presiding Officer x 1
- 2. Prosecutor x 1
- 3. Defence x 1
- 4. Witness x 1
- 5. Interpreter x 1
- 6. Accused x 3
- 7. Roaming CRT microphone (on a desktop microphone stand) x 1

Sexual offence Systems (SoS) and Audio Virtual Remind (AVR) courtrooms will require an additional audio cable routed from the SOS/AVR codec units to the CRT Rack. These cables will always terminate in a male XLR at the CRT Rack but could have an RCA (male) /3.5mm Stereo jack (male)/ RJ 11 female (inline junction box) depending on the SOS/AVR technology used in the particular court.

CRT Site Management Console Network and Power

Additionally, provision must be made for the CRT Site Management Console (SMC) which is a laptop that is connected to the CRT VLAN from preferably in Court Recording Clerk Supervisor office (DCRS supervisor) or alternatively Court Manager office, dependent on size and personnel configuration for the Court. An additional dedicated power outlet and CAT6 network point plus fly-lead is required for the SMC in the room where this computer will be based.

Court Room – Fixed Recorder specified as follows: Item No Description

х

- **Fixer Recorder Box**
- 2 ACR Cardioid Microphone
- 3 ACR Cardioid Microphone Roaming Mic
- **JAVS Recorder 7 Standard** 4
- 5 Recorder 7 Single Rack Mount Kit
- 6 Recording Indicator LED Light
- 7 USB extender for Light
- 8 USB extender for Light- CAT5 Cable
- q White list Anti-Virus Software
- 10 AutoLog 7 Session Logging and Control Software
- 11 13-Input Expandable Mixer
- 12 JNet Rack Mount UPS, 1kVA with Internal batteries, SNMP Card, 30min
- 13 Coaxial Cabling with XLR Connectors
- 14 Lock
- 15 Key

CRT Site Server:

Every site will have a CRT Site Server to be installed in the server room sized according to the site category (Court Category B). The Server room should make provision for 4 network points and dedicated power for the CRT site server as well as suitable cooling and climate control. The CRT Site Server will be dedicated to CRT and related services and will be connected to both the CRT VLAN and the DATA VLAN. It must be noted that the design does NOT provide for the backup of the Site Servers as the Site Server Court Recording data will be a copy of that on the recorders and it will also be replicated to the CRT Central servers via the DOJ&CD WAN. It then follows that the capacity and availability of the DOJ&CD WAN is a critical requirement for the functioning of the design in case of an infrastructure failure/unavailability at a site server level.

The site servers need processing power and memory to operate the relevant recording software, and store the related recording on local disks. The more court rooms within a branch complex will generate more recorded data and hence more local disk storage will be required. The server will be connected to the Local Area Network (LAN) via 2 x 10GBPS LAN connections to the stacked switches and the CRT recording software will replicate the data to the central site within 24 hours of data creation.

Three categories of servers are specified as follows:

Court Category A 1-6 Recorders Court Category B 6-12 Recorders **Court Category C** 12+ Recorders Quantity 432 111 33 Form Factor Server Server Server CPU 1 x Intel E5-2620v3 6 core 1 x Intel E5-2620v3 6 core 2 x Intel E5-2620v3 6 core 2x 8GB 1Rx4 PC4-2133P-R - 16GB RAM 4 x 8GB 1Rx4 PC4-2133P-R -Memorv 32GB RAM 8x 8GB 1Rx4 PC4-2133P-R - 64GB RAM Network 2 x 1GB NIC 2 x Flex Fabric 10Gb 2P 534FLR-SFP+ Adptr 10GB NIC Direct Attach Cables - HP X240 10G SFP+ to SFP+ 5m Direct Attach Copper Cable 2 x Flex Fabric 10Gb 2P 534FLR-SFP+ Adptr 10GB NIC Direct Attach Cables - HP X240 10G SFP+ to SFP+ 5m Direct Attach Copper Cable OS 2 x 300GB 6G SAS 10K 2.5in SC ENT HDD RAID1 OS 2 x 300GB 6G SAS 10K 2.5in SC ENT HDD RAID1 OS 2 x 300GB 6G SAS 10K 2.5in SC ENT HDD RAID1 OS 3 x 1.2TB 6G SAS 10K 2.5in DP ENT SC HDD 2417GB Useable Data RAID 5 4 Data 1.2TGB 12G SAS 10K 2.5in DP ENT SC HDD 3684GB Useable Data RAID 5 10 x 1.2TB 6G SAS 10K 2.5in DP ENT SC HDD 11710GB Useable Data RAID 5 1 year, 8x5, 6hr Repair Onsite 1 year, 8x5, 6hr Repair Onsite 1 year, 8x5, 6hr Repair SLA Onsite

The CRT Site Server must be connected to both the CRT VLAN (2 network points teamed) and also the DATA VLAN (Production network) (2 network points teamed) to enable the CRT Site Server to receive and propagate Anti-virus updates to CRT computers and to enable data transfer to the CRT central servers and to enable business users in the DATA VLAN to search and access the CRT recordings at a Site Server level. The Switch ports for the Site Server



connection will be configured for failover, in case of a failure on one of the Site Server's network cards.

CRT LAN switching for CRT requirements

It is required to provide for LAN switching to connect each of the Courtroom switches in a Court to the Site Server. This also enables the Site Monitoring console to connect to the Server and the respective CRT Recorders on the site and provides the connectivity to the site to the Department WAN.

At a Site Server level each courtroom will connect to the Site Server switch via 3 CAT6 cables connected to respective ports on a stackable switch. The Site Server switch is then connected to the site Router to enable the transfer of Court Recordings to the CRT Central servers across the DOJ&CD WAN.

The Site Server LAN switch and the Courtroom switches are to be configured on a separate CRT VLAN for security and segregation of traffic from the normal Department operations network.

To provide for redundant connectivity to the Site Server CRT, the Site Server is to be connected to each of the stackable switches via a high speed connection.

The Site Server LAN Switch speed and port capacity is dependent on the number of courtrooms at the site and therefore the following recommendation applies:

LAN Switch speed and port capacity Number of Courtrooms per site Site Server LAN Switch **1-3 Courtrooms** Port speeds on switch (to Courtrooms): Port speeds on switch (to Site Server): Redundancy/capability: Management/capability: Stacking ability: VLAN capability: Minimum number of switches: CAT6 LAN Cables: 3 x 1Gbps (per Courtroom) 2 x 1Gbps (for CRT and DATA VLAN's) Port channel SNMP/Logging Yes Yes 2 3 x CAT6 cables x (Number of Courtrooms) 1 x CAT6 cables Site Server Monitoring Console 1 x CAT6 cables (If home site for a mobile recorder) 4-50 Courtrooms Port speeds on switch (to Courtrooms): Port speeds on switch (to Site Server): Redundancy/capability: Management/capability: Stacking ability: VLAN capability: Minimum number of switches:

CAT6 LAN Cables: 3 x 1Gbps (per Courtroom) 2 x 10Gbps (for CRT and DATA VLAN's) Port channel SNMP/Logging Yes Yes 2 - Subject to port capacity needed (3 ports x number of Courtrooms, plus 2 x 10Gpbs for Site Server and 1 x 1Gbps for Monitoring Console connection) 3 x CAT6 cables x (Number of Courtrooms) 1 x CAT6 cables Site Server Monitoring Console



1 x CAT6 cables (If home site for a mobile recorder)

Example of CRT Courtroom Layouts

The layout is issued as part of Drawings for the project.

TECHNICAL SPECIFICATION FOR LAN

The following tables below provide the features that bidders need to specify in their response. Bidders should not limit themselves to only the features that are mentioned below. Bidders are invited to provide details where the keyword "Specify" is associated with the technical specification or state whether the specification is being offered in the device where a value has been given. For all specifications which the bidder complies with, a reference should be made to a specific section in the bidder's response providing additional details on how this requirement will be achieved. Where the requirements are met using the features of the proposed product, details of such features should be provided. DOJ&CD Court Categorizations

Cat 1 Satellite Office Yes (0-9 Users) No No Cat 2 (10-80 Users) Small Offices Yes Yes Yes Cat 3 (81-200 Users) Medium to Large Office Yes Yes Yes Cat 4 (
200 Users) Campus Office Yes Yes Yes **Access Network Switches Specifications** 24 – Port PoE Access Network Switch Item Description **Ports Capacity** Switching Capacity **PoE Standard** Active VLAN **MAC Address IPv4 Routing Table IPv6 Routing Table** ACL Table **ARP Entry** 24x10/100/1000/ Base- T Ethernet ports and 4x1000/10000 SFP + ports 120 Gbps IEEE 802.3at, compatible with IEEE82.3af 4K 16K 8K 3K 2K 4K L2/L3 Features VLAN,ARP,LLDP,MSTP,DHCP,Qos,VRRP,IGMP,MSDP,IGMPsnooping,MLDsnooping Routing Protocol Static Routing, RIP, RIPing, OSPF, OSPFv3, IS-IS, IS-ISv6, BGP, BGP4+, Policy –Based Routing Security Port Security, MAC Forced Forwarding, DHCP Snooping, Dynamic ARP Inspection. Virtualization Vertical virtualization (virtualizing the core switch, access switch, and Access Point as one logical device) Stack Technology (support 9 switches stacking into one logical switch) Management SNMP V1/2c/V3, SSH-2, Telnet **1 RJ-45 Serial Console Port** 1 USB Port, 1 RJ-45 out of bound management port Power Supply Hot -swappable Dual Redundant Power, Supply Height 1U Form Factor 1U Operating Temp. 0°C to 5°C **Distribution Network Switches Specifications** 24 – Port 10GE SFP+ Fibre Distribution Switch

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

Item Description **Ports Capacity** Switching Capacity **MAC Address IPv4 Routing Table IPv6 Routing Table** ACL Table **ARP Entry** 24x10GE + ports and 6x40GE/100GE ports 2.2Tbit/s 128K 164K 80K 6K 135K L2/L3 Features VLAN, DHCPv6, IGMP, PIM-DM, MSDP, Qos, VRRP, IGMPsnooping,MLDsnooping,MPLS,IEEE1588v2,Intergraded Wireless Access Controller, BFD for BGP/IS-IS/OSPF Routing protocol Static Routing, RIP. RIPing, OSPF, OSPFv3, IS-IS, IS-ISv6,BGP,BGP4+,ECMP, Policy –Based Routing ACL, Port Security, MAC Forced Forwarding, DHCP Snooping, Dynamic ARP Security Inspection, NAC, RADIUS, TACACS Virtualization Vertical virtualization (virtualizing the core switch, access switch, and Access Point as one logical device) Stack Technology (support 9 switches stacking into one logical switch) Management SNMP V1/2c/V3, SSH-2, Telnet, Telemetry 1 RJ-45 Serial Console Port 1 USB Port, 1 RJ-45 out of bound management port Power Supply Hot -swappable Dual Redundant Power Supply, (N1 Fan Modules Hot Swappable Fan Modules Form Factor 111 **Core Network Switches Specifications Chassis Core Network Switch** Description Item Card Slots(minimum) **Switching Capacity Bandwidth Per Slot Hardware Architecture 100GE Ports** Line Card Slots Supervisor Engine Switch Fabric Units **MAC Address IPv4 Routing Table IPv6 Routing Table ARP Entry** 4 19.2 Tbit/s 2.4 Tbit/s Distributed forwarding architecture, control and forwarding separation to ensure high reliability Supported Supported 2 Supporting 1+1 hot standby 2 Supporting 1+1 hot standby 300K 3M 1M 192K L2/L3 Features DHCPv6,IGMP,PIM-DM,MSDP,Qos,IGMPsnooping,MLDsnooping,MPLS, Intergraded Wireless Access Controller, BFD for BGP/IS-IS/OSPF, Non -Stop Forwarding, IP FRR



Routing protocol Static Routing, RIP, RIPing, OSPF, OSPFv3, IS-IS, IS-ISv6,BGP,BGP4+,ECMP, Policy –Based Routing

ACL, Port Security, MAC Forced Forwarding, DHCP Snooping, Dynamic ARP Security Inspection, NAC, RADIUS, TACACS

Virtualization Vertical virtualization (virtualizing the core switch, access switch, and Access Point as one logical device)

Management SNMP V1/2c/V3, SSH-2, Telnet, Telemetry

1 RJ-45 Serial Console Port

1 USB Port, 1 RJ-45 out of bound management port

Power Supply 4 Hot –swappable power modules, supporting M+N hot backup mode

4 WIRELESS ACCESS POINT (AP)

Required Features

Feature Description

WLAN Features Compliance with IEEE 802.11a/b/g/n/ac/ac wave 2/ax Maximum rate of up to 6 Gbps

- Maximum ratio combining(MRC), Space time block, code(STBC)
- Cyclic Delay Diversity (CDD) /Cyclic Shift Diversity (CSD) Beamforming.
- MU-MIMO
- **Downlink OFDMA**
- Low-density parity-check (LDPC)Maximum-Likelihood Detection(MLD)
- Frame aggregation, Including A-MPDU (Tx/Rx) and A-MSDU (Tx/Rx)
- 802.11 Dynamic Frequency Selection (DFS)
- Short Guard Interval (GI) in 20MHz, 40MHz, 80MHz, and 160MHz modes

Priority mapping and packet scheduling based on Wi-Fi Multimedia(WMM) profile to implement priority-based data processing and forwarding

Automatic and Manual rate adjustment

WLAN channel management and channel rate adjustment Automatic channel scanning and interference avoidance Service Set Identifier(SSID) hiding

- Signal Sustain Technology (SST)
- Unscheduled Automatic Power save delivery (U-APSD)
- Control and Provision of Wireless Access Points (CAPWAP) in Fit AP mode
- Extended Service Set (ESS) in Fit AP Mode Multi-user CAC
- Hotspot 2.0

802.11k and 802011v Smart roaming 802.11r fast roaming(≤50ms)

WAN authentication escape. In local forwarding mode, this function retains the online state of existing STAs and allows access of new STAs when Aps are disconnected from an AC, ensuring service continuity

Network Features Compliance with IEEE 802.3ab

Auto-negotiation of the rate and duplex mode and automatic switchover between the Media Dependent Interface (MDI) and Media Dependent Interface Crossover (MDI-X)

- Compliance with IEEE 802.1g SSID-based VLAN assignment
- VLAN trunk on uplink Ethernet ports

Management channel of the AP uplink port in tagged and untagged mode DHCP client, obtaining IP addresses through DHCP

- Tunnel data forwarding and direct data forwarding STA isolation in the same VLAN
- Access Control Lists (ACLs)
- Link Layer Discovery Protocol (LLDP)
- Uninterrupted service forwarding upon CAPWAP channel disconnection in Fit AP mode Unified authentication on the AC in Fit AP Mode
- AC dual-link backup in Fit AP mode
- Network Address Transition (NAT) in Fat AP mode IPv6 in Fat AP mode
- Soft Generic Routing Encapsulation (GRE)
- IPv6 Source Address Validation Improvements (SAVI)

QoS Features • Priority mapping and packet scheduling based on Wi-Fi Multimedia (WMM)

- WMM parameter management for each radio WMM power saving
- Priority mapping for upstream packets and flow-based mapping for downstream packets Queue mapping and scheduling
- User -based bandwidth limiting

Adaptive bandwidth management (automatic bandwidth adjustment based on the user quantity and radio environment) to improve user experience

Smart Application Control (SAC) in Fit AP mode Airtime scheduling



Support for Microsoft Lync/Teams APIs and high voice call quality through Lync/Teams API identification and scheduling

Security Features • Open System authentication

• WEP authentication/encryption using a 64-bit, 128-bit, or 152-bit encryption key

- WPA/WPA2-PSK authentication and encryption and (WPA/WPA2 personal edition)
- WPA/WPA2-802.1X authentication and encryption and (WPA/WPA2 enterprise edition)
- WPA/WPA2 hybrid authentication

• WPA/WPA2-PSK authentication and encryption in Fit AP mode WAPI authentication and encryption

• 8202.1X authentication, MAC address authentication, and Portal authentication DHCP snooping

Dynamic ARP Inspection(DAI) IP Source Guard (IPSG)

802.11w Protected management Frames (PMFs) Application identification

BOYD • Support BOYD

• Identifies the device type according to the organizationally unique identifier (OUI) in the MAC address

• Identifies the device type according to the User Agent (AU) information in an HTTP packet

Identifies the device type according to DHCP options

Maintenance • Support Telnet using SSH v2, SFTP using SSH v2

Local AP management through the series interface, Support Batch upgrade

• Web local AP management through HTTP or HTTPS

• Real-time configuration monitoring and fast fault location using the NMS System status alarm

Network Time Protocol (NTP)

Spectrum Analysis • The AP support spectrum analysis only in Fit AP mode

• Identifies interfere source such as Bluetooth devices, digital cordless phones (at 2.4 GHz frequency band only), wireless audio transmitters (at both the 2.4 GHz frequency bands), wireless game controllers and microwaves

Support and works with NMS to perform spectrum analysis on interference sources

Technical Specifications

Item Description

Technical Specifications Dimensions (H x W x D) 50 mm x 220 mm x 220 mm (form Factor Maxx values)

Weight 1.8 kg < 2 kg with Ceiling Mount Rack

Interface type 1 x 10/100/1000M self-adaptive Ethernet Interface (RJ45)

1 x 10/100/1000M/2.5G/5G/10G self-adaptive Ethernet Interface (RJ45)

1 x Management console port (RJ45)

Built-in Bluetooth BLE5.0

LED Indicator Indicates the power-on, start up, running, alarm, and fault states of the system

Power Specifications Power Input • DC: 42.5 V to 57 V

• PoE Power Supply: In Compliance with 802.3at/bt

Note:

In 802.3at power supply, all existing network switches are PoE enabled, therefore no need for procuring separate PoE injector

Maximum Power Consumption 30 W (Max Consumption)

5. COURT RECORDING TECHNOLOGIES (CRT) SERVER Three categories of servers are specified as follows: Court Category A 1-6 Recorders Court Category B 6-12 Recorders **Court Category C** 12+ Recorders 432 111 Quantity 33 Form Factor Server Server Server 1 x Intel E5-2620v3 6 core CPU 1 x Intel E5-2620v3 6 core 2 x Intel E5-2620v3 6 core 2x 8GB 1Rx4 PC4-2133P-R - 16GB RAM 4 x 8GB 1Rx4 PC4-2133P-R -Memory 32GB RAM 8x 8GB 1Rx4 PC4-2133P-R - 64GB RAM 2 x 1GB NIC 2 x Flex Fabric 10Gb 2P 534FLR-SFP+ Adptr 10GB NIC Network Direct Attach Cables - HP X240 10G SFP+ to SFP+ 5m Direct Attach Copper Cable



2 x Flex Fabric 10Gb 2P 534FLR-SFP+ Adptr 10GB NIC

Direct Attach Cables - HP X240 10G SFP+ to SFP+ 5m Direct Attach Copper Cable OS 2 x 300GB 6G SAS 10K 2.5in SC ENT HDD RAID1 OS 2 x 300GB 6G SAS 10K 2.5in SC ENT HDD RAID1 OS 2 x 300GB 6G SAS 10K 2.5in SC ENT HDD RAID1 OS Data 3 x 1.2TB 6G SAS 10K 2.5in DP ENT SC HDD 2417GB Useable Data RAID 5 4 x 1.2TGB 12G SAS 10K 2.5in DP ENT SC HDD 3684GB Useable Data RAID 5 10 x 1.2TB 6G SAS 10K 2.5in DP ENT SC HDD 11710GB Useable Data RAID 5

SLA 1 year, 8x5, 6hr Repair Onsite 1 year, 8x5, 6hr Repair Onsite 1 year, 8x5, 6hr Repair Onsite

6. WIRELESS ACCESS CONTROLLER (AC)

- Required for the management and maintenance of the installed Access Points.
- Enables the easy deployment of the AP into the DOJ&CD network environment.
- Centrally deployed at the Datacentre and depicted by the network topology.
- Feature Description
- EthernetOperating modes of full duplex, half duplex, and auto-negotiationRates of the Ethernet interface: 10 Mbit/s, 100 Mbit/s, and auto-negotiation:
- Flow control on interfaces
- Jumbo frames
- Link aggregation
- Load balancing among links of trunk
- Interface isolation and forwarding restriction
- Broadcast storm suppression
 - VLAN Default VLAN

MAC Automatic learning and aging of MAC addresses Static, dynamic, and black hole MAC address entries Packet filtering based on source MAC addresses Interface-based MAC learning limiting

ARP Static and dynamic, ARP entries ARP in a VLANA

Aging of ARP entries, LLDP

Ethernet Loop Protection Support STP, RSTPMSTP and BPDU protection, root protection and loop protection

IPv4 Forwarding IPv4 Features ARP and RARP, ARP proxy, Auto-detection NAT Bonjour protocol

Unicast Routing Features Static route, RIPv1 & RIPv2, OSPF, BGP, IS-IS, Routing Policies policy-based Routing URPF check, DHCP server and relay, DHCP snooping

Multicast Routing Features IGMPv1, IGMPv2, and IGMPv3

PIM-SM, Multicast routing policies, RPF

IPv6 Forwarding Unicast Routing Static route, RIPng,OSPFv3,BGPv4,IS-IS IPv6,DHCPv6, DHCPv6 snooping

Security and Management Network Management ICMP-based ping and traceroute SNMPv1, SNMPv2c, and SNMPv3

Standard MIB, RMON

NetStream

System Security • Different user levels for commands, preventing unauthorized users from accessing device

SSHv2.0

RADIUS and HWTACACS authentication for login users ACL filtering

• DHCP packet filtering (with the Option 82 field)

• Local attack defence function that can protect the CPU and ensure that the CPU can process services

Defence against control packet attacks

• Defence against attacks such as source address spoofing, Land, SYN flood (TCP SYN), Smurf, ping flood ICMP echo), Teardrop, broadcast flood, and Ping of Death attacks, IPSec, URL filtering, Intrusion prevention

AP Profile Management Specifies the default AP profile that is applied to automatically discovered APs

AP Group Management The AP group function is used to configure multiple Aps in batches. When multiple APs managed by a WLAN AC require the same configurations, you can add these APs to one AP group and configure the AP group to complete AP configuration AP Region Management Supports three AP region deployment modes:



Distributed deployment: APs are deployed independently. An AP is

equivalent to a region and does not interfere with other APs. APs work at the maximum power and do not perform radio calibration

• Common deployment APs are loosely deployed. The transmit power of each radio is less than 50% of the maximum transmit power

• Centralized deployment: APs are closely deployed. The transmit power of each radio is less than 25% of the maximum transmit power

Specifies the default region to which automatically discovered APs are added

AP Type Management Manages AP attributes including the number of interfaces, AP types, number of radios, radio type, maximum number of virtual access points (VAPs), maximum number of associated users, and radio gain (for APs deployed indoors: Provides default AP types

Supports LLDP topology detection

Radio Profile Management The following parameters can be configured in a radio profile:

- Radio working mode and rate
- Automatic or manual channel and power adjustment mode
- Radio calibration interval

• The radio type can be set to 802.11b, 802.11b/g, 802.11b/g/n, 802.11g, 802.11g/n, 802.11a, 802.11a/n, 802.11ac, or 802.11ax

You can bind a radio to specified radio profile. Supports MU-MMO

Load Balancing Performs load balancing among radios in a load balancing group Support two load balancing modes

Based on the number of STAs connected to each radio

Based on the traffic volume on each radio

7. WIRELESS INFRASTRUCTURE

The Client requires user mobility on every floor. This includes data traffic as well as voice, which will be in different VLANs. The surface area on basement floor is not too large, ground floor is large and one access-point on basement and more than one in basement and ground floor respectively would be sufficient. However, bidders are welcome to make preliminary site survey before quoting.

The average number of users/devices that would connect to a single access-point concurrently would be in the range of 5 to 10. However, the bidder must make provisions on 2 floors where the access-points must support a maximum number of concurrent devices of around 40.

The wireless system must also be configured to allow guest users to access Internet freely. However proper filtering/segmentation must be done, (e.g. private VLAN), so that these users/devices must at no point in time have access to the network of the Client and to each other.

Management and monitoring

The access-point must be managed through a wireless controller.

Real-time monitoring is required on all access-points and as well as connected devices. Administrators must be able to block a particular connected device with simple clicks.

8. OTHER REQUIREMENTS

Time Synchronisation

The successful bidder is expected to configure one device as primary NTP (Network Time Protocol) server and all network, security and PABX infrastructure devices will need to be synchronised with the primary NTP server.

Cabling

Bidders must quote for a portable network tester that will analyse performance of copper cables, fibre optics and wireless. The solution must provide graphical representation of the results. Furthermore:

• The successful bidder should initiate the engagement with an initial assessment of the Client's network to understand the cabling pathways and identify gaps related to cabling.

- All cables and ports should be properly labelled and documented.
- The cost for any additional cabling (if required) will be borne by the Bidder.

• Tagging and Tracing of Network Components (existing and proposed) and Cables to be done of the entire LAN-WAN architecture mentioned in scope of work.

• This will include all the new equipment / cables (copper / fibre) that are introduced as a part of the installation process of equipment and also include already laid equipment / cables (copper / fibre).



Cable Tagging should be decided in co-ordination with Client and must

be approved by Department of Justice and Constitutional Department (DOJ & CD).
 Cable dressing should be as per the standard norms. All the cables must be neatly tied together at each and every location.

• The bidder will be required to supply the network test results.

The bidder will be required to supply the network flow diagram.

• The bidder will be required to supply the AP diagram.

• The bidder will be required to supply the Molex certificate.

Training Delivery

• The successful bidder is expected to conduct the configuration of AP, LAN. The bidder must assist the client technicians AP configuration and stabization of the network.

• Participants must, at the end of the course, be able to train other users or new entrants in standard use of the system. All user manuals for the system must be available at the start of the course. Reference / Training materials will have to be provided to the staff being trained.

• Training should be timed with the availability of equipment to allow staff to put their newly acquired skills in practice.

• Training on the security devices must be done by professional trainers. If training session need to be done overseas, the bidder should include in the cost for 2 staff of the Client and should be done prior to the implementation of the project.

The following information is to be provided in the technical proposal:

Details of course content to be provided;

• Number of training sessions per type of users (for example more training sessions may be required for middle management);

Duration of each training session; and

Relative experience of trainer.

IPv6 implementation

The Client is planning to move to IPv6 within the next five years. In this context bidders must explain how the equipment proposed will facilitate IPv4 to IPv6 migration.

Software and Licenses

Bidders must provide adequate number of licenses for each type of software and hardware proposed (as appropriate) and must explain clearly its licensing policy in the Cost Breakdown. The Bidders should propose the most appropriate licensing policy which is most cost effective to the Client.

Bidders should include any cost associated with the licensing policy, charges should be quoted for the maintenance and support of software proposed.

Electrical and other Facilities

The successful bidder should carry out appropriate tests on the existing electrical installation and earthing in order to ensure that their proposed equipment works safely. If the existing electrical system is not adequate, bidders will be expected to make the necessary recommendations. Electrical installation should however not be quoted for.

As part of their response, bidders should propose:

• Electrical requirements for the proposed equipment (earthing, power connection, cabling, etc.)

• Cooling and environmental requirements for the operation of the servers, switches and other related equipment.

• The specifications for UPS and electrical generators for the components of the system. Bidders should propose sockets and plugs conforming to SANS 164, latest edition as amended. If this is not the case, bidders should make necessary arrangements (by providing appropriate adapters) for all equipment to operate safely.

9. SUPPORT SERVICES

The response time of the bidders for any problem and the maximum down time should be as per the Support and Maintenance Contract to be agreed upon, during warranty period as well as during the maintenance period (only the Wireless AP).

TECHNICAL SPECIFICATION FOR VOIP/PABX

VoIP Phone sets

The following quantity of VoIP phones (hardware) will have to be provided as stated in the table below.

Table 1: VoIP phones quantities

Description Quantity

Executives phones (court manager, senior staff, magistrates, senior prosecutors and support staff) X



Standard phones (all staff below senior level)

1

Telephone management system Meeting room 1 Switch Board 1

OTHER REQUIREMENTS

Time Synchronisation:

The successful bidder is expected to configure all telephones and SIP trucking. Training Delivery

• The successful bidder is expected to conduct staff trainings on the usage of the new phones and desktop software to the different types of users in different sessions to accommodate all the staff. Additionally, trainings should be provided to the IT administrators on the usage and management of the VoIP Phones and all network equipment implemented.

• Participants must, at the end of the course, be able to train other users or new entrants in standard use of the system. All user manuals for the system must be available at the start of the course. Reference / Training materials will have to be provided to the staff being trained.

• Training should be timed with the availability of equipment to allow staff to put their newly acquired skills in practice.

• Training on the security devices must be done by professional trainers. If training session need to be done overseas, the bidder should include in the cost for 2 staff of the Client and should be done prior to the implementation of the project.

The following information is to be provided in the technical proposal:

Details of course content to be provided;

• Number of training sessions per type of users (for example more training sessions may be required for middle management);

- Duration of each training session; and
- Relative experience of trainer.

Software and Licenses

Bidders must provide adequate number of licenses for each type of software and hardware proposed (as appropriate) and must explain clearly its licensing policy in the Cost Breakdown. The Bidders should propose the most appropriate licensing policy which is most cost effective to the Client.

Bidders should include any cost associated with the licensing policy, charges should be quoted for the maintenance and support of software proposed.

Electrical and other Facilities

The successful bidder should carry out appropriate tests on the existing electrical installation and earthing in order to ensure that their proposed equipment works safely. If the existing electrical system is not adequate, bidders will be expected to make the necessary recommendations. Electrical installation should however not be quoted for.

As part of their response, bidders should propose:

• Electrical requirements for the proposed equipment (earthing, power connection, cabling, etc.)

• Cooling and environmental requirements for the operation of the servers, switches and other related equipment.

• The specifications for UPS and electrical generators for the components of the system. Bidders should propose sockets and plugs conforming to SANS 164, latest edition as amended. If this is not the case, bidders should make necessary arrangements (by providing appropriate adapters) for all equipment to operate safely.

C3.1 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200.** (Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

A - 1986 - GENERAL / D – (etc, to be provide by compiler)



Tender no: PT22/004

3.2 **PROJECT SPECIFICATIONS:**

Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part1 A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

A GENERAL

PS-1 PROJECT DESCRIPTION:

Purpose

The general intent of this document is to identify the most qualified bidder(s) to assist the Department of Justice and Constitutional Department ("DOJ & CD" or "Client") in the implementation and support of Sexual Offence System (SoS). Bidders are expected to submit Technical and Commercial proposals, by proposing a solution and a plan that meet the requirements provided in Technical Specifications below.

The requirements included within this document are critical factors in evaluating the adequacy of a bidder's proposed solution. All requirements must be addressed by the bidder. Further, the bidder must provide a detailed implementation plan that addresses requirements, dependencies, assumptions, costs, and timelines. It is also requested that the bidder provides both technical and functional documentation regarding the proposed solution.

The Request for Quotation (RFQ) document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between Department of Justice and Constitutional Department (DOJ & CD) and any successful bidder as identified after completion of the selection process.

The Client is therefore inviting responses from eligible bidder(s) to supply Sexual Offence System (SoS) that will integrate with the Court Recording Technology system (CRT), inclusive of installation, implementation, configuration, testing, training and support.

B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

There are no amendments to Standard Specifications.

C3.3 PARTICULAR SPECIFICATIONS:

The Department of Justice's requirements are met with the specifications attached to this document.

PW 1544



DEPARTMENT OF PUBLIC WORKS

HIV/AIDS

SPECIFICATION

OCTOBER 2004

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 <u>SCOPE</u>

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers;
- Informing Workers of their rights with regard to HIV/AIDS in the workplace;
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

2 DEFINITIONS AND ABBREVIATIONS

2.1 **Definitions**

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

2.2 Abbreviations

- HIV : Human Immunodeficiency Virus.
- AIDS : Acquired Immune Deficiency Syndrome.
- STI : Sexually Transmitted Infection.

3 BASIC METHOD REQUIREMENT

3.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site;
- When new Workers or Sub-contractors will join the construction project;
- Duration of Workers and Sub-contractors on site;
- How the maximum number of Workers can be targeted with workshops;
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- Profile of Workers, including educational level, age and gender (if available);
- Preferred time of day or month to conduct workshops;
- A Gantt chart reflecting the construction programme, for scheduling of workshops;
- Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

- 3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:
- 3.2.1 The nature of the disease;
- 3.2.2 How it is transmitted;
- 3.2.3 Safe sexual behaviour;
- 3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.2.5 Attitudes towards other people with HIV/AIDS;
- 3.2.6 Rights of the Worker in the workplace;
- 3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.2.8 How the Service Provider will support the Awareness Champion;
- 3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.2.10 How the workshops will be presented, including frequency and duration;
- 3.2.11 How the workshops will fit in with the construction programme;
- 3.2.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.2.13 How the video will be used;
- 3.2.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.2.15 A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the

learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

4.2 <u>Recommended practice</u>

4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

- 1. Define and describe HIV and AIDS;
- 2. List and describe the progression of HIV/AIDS.

4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

- 1. Record in what bodily fluids the HI virus can be found;
- 2. Describe how HIV/AIDS can be transmitted;
- 3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

Assessment Criteria:

- 1. Report on how to minimise the risk of HIV/AIDS infection;
- 2. Report on precautions that can be taken to prevent HIV/AIDS infection;
- 3. Explain or demonstrate how to use a male and female condom;
- 4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counseling.

Assessment Criteria:

- 1. Describe methods of testing for HIV/AIDS infection;
- 2. Report on why voluntary testing is important;
- 3. Report on why pre- and post-test counselling is important.

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

- 1. List and describe ways to manage HIV/AIDS;
- 2. Describe nutritional needs of people living with HIV/AIDS;
- 3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS;
- 4. Explain the need for counselling and support to people living with HIV/AIDS.

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

- 1. Discuss anti-retroviral therapy;
- 2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child;
- 3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS;
- 4. Describe post exposure prophylactics.

4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

- 1. Discuss the rights of a person living with HIV/AIDS in the workplace;
- 2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace;
- 3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets. The contractor should include the costs of posters and information booklets in his/her tender price.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

6 <u>ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT</u> OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

7.1 Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

- 7.2 The Awareness Champion shall be responsible for:
- 7.2.1 Liasing with the Service Provider on organising awareness workshops;
- 7.2.2 Filling condom dispensers and monitoring condom distribution;
- 7.2.3 Handing out information booklets;
- 7.2.4 Placing and maintaining posters.

8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract.

HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence:

Name of Departmental Project Manager: _____

Please refer to HIV/AIDS Programme activities during the reporting period

Tick the block if Contractor satisfactor	Tick the block if Contractor satisfactorily complied with specifications						
DATE	PI	PI	PI	PI	PI	PI	PI
	D D M M	D D M M	D D M M	D D M M	D D M M	D D M M	D D M M
Programme implemented within 14 days							
of site handover							
Awareness champion on site							
HIV/AIDS awareness service							
provider report							
Male condom dispenser							
Sufficient male condoms available							
Male condom dispenser in a highly							
trafficked area							
Female condom dispenser							
Sufficient female condoms available							
Female condom dispenser in a							
highly trafficked area							
All four types of posters displayed							
Posters in a good condition							
Posters in a highly trafficked area							
Posters displayed on local support							
services: clinic & VCT centre							
Support service poster/s in highly							
trafficked area							
Support service poster/s in a good							
condition							

SCHEDULE A

Please indicate the applicable number for the reporting period							
Workers on payroll (at PI)							
Sub-Contractors who will be on site							
for longer than 30 days (at PI)							
Workshop attendees							
Number of workshops held							
Scheduled workshops according to							
approved workshop plan							
Booklets distributed							
Male condoms distributed							
Female condoms distributed							

Representative/Agent

Date

Contractor

Date

Date of progress inspection: (ccyy/mm/dd)

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Deviations from HIV/AIDS awareness programme plan:

Corrective actions:

Representative/Agent

Departmental Project Manager

Date

Date

SCHEDULE A

Page 3 of 3

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

Service Provider

Date

Date

SCHEDULE B

Page 1 of 3

HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED

Fill in the applicable information with regard to each workshop conducted							
DATE	W/S	W/S D D M M	W/S DDMM	W/S D D M M	W/S D D M M	W/S DDMM	W/S DDMM
Content of workshop:							
(Mark the content included)							
SLO1							
SLO2							
SLO3							
SLO4							
SLO5							
SLO6							
SLO7							
HIV/AIDS in construction video							
Indicate the duration of the workshop in hours							
Total number of Workers							
Indicate workshop venue							

HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

Fill in	Fill in your name and indicate attendance by ticking the appropriate date							
DATE		W/S	W/S D D M M	W/S	W/S	W/S	W/S	W/S
No	NAMES	D D M M	DDMM	D D M M	D D M M	D D M M	D D M M	D D M M
NU	NAMES							
		l						

SCHEDULE C

CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name:
Project Location:
Contract value of project: R
Department of Public Works Project Manager:
HIV/AIDS Programme duration: (ccyy/mm/dd) to (ccyy/mm/dd)
AWARENESS MATERIAL
Describe location of posters displayed during the programme:
Comments on posters:
Indicate total number of booklets distributed:
Comments on booklets:
CONDOMS
Indicate total number of male condoms distributed:
Indicate total number of female condoms distributed:
Describe where male condom dispenser was placed:
Describe where female condom dispenser was placed:
HIV/AIDS WORKSHOPS
Indicate the total number of HIV/AIDS workshops conducted:
Indicate the duration of workshops:
Indicate the total number of Workers that participated in the HIV/AIDS workshops:
Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry:
Comments on HIV/AIDS workshops on site:

SCHEDULE C

GENERAL

Briefly describe programme activities and satisfaction with outcome:

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site:

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers:

	Yes	No	Currently developing one
--	-----	----	--------------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss Reactive TB Hair loss Severe tiredness Coughing or chest pain Pain when swallowing Persistent fever Diarrhoea Vomiting Meningitis Memory loss Pneumonia

Number of HIV/AIDS-related deaths:

Contractor

Departmental Project Manager

Date

Date



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: PT 22/004

Name of Tenderer

□ EME¹ □ QSE² □ Non EME/QSE (tick applicable box)

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

Name and Surname #	ldentity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
2.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
3.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
4.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
5.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
6.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
7.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
8.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
9.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
10.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
11.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No
12.		%	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No	🗌 Yes 🗌 No		🗌 Yes 🗌 No

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: PT 22/004

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

C4

Site Information



PG-03.1 (EC) SITE INFORMATION – (GCC (2010) 2nd EDITION: 2010)

Project title:	MAMELODI MAGISTRATE COURT: INSTALLATION OF NEW SOS, LAN CRT AND VOIP/PABX					
Tender no:	PT 22/003	Reference no:				

C4 Site Information

The Mamelodi Magistrate Court is situated North of Mamelodi Township at the corner of Tsamaya and Eerste Fabrieke Roads.