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Reference

: DIRCO 06/2023/2024

Enquiries

: Mr Munyai; Mr K Mokoro; Mr S Molekoa

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Sir/Madam

1. Bid No: **DIRCO 06/2023/2024**

- 2. INVITATION TO BIDERS TO SUPPLY, DELIVER, INSTALL, CONFIGURE, MAINTAIN, AND SUPPORT AUDIO VISUAL CONFERENCING SYSTEM FOR THREE (3) MEETING ROOMS AT PAN-AFRICAN PARLIAMENT
- 3. Required at the Department of international Relations and Cooperation (OR Tambo Building)

4. Closing date: 05 March 2024; 11 O'clock am

5. A compulsory briefing session will be held on 14 February 2024 11:00am, at Pan African Parliament, 19 Richards drive, Gallagher Estate, Halfway House Midrand.

6. The attached documents consist of this cover page and the following pages.

Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1 and General Conditions of Contract.

7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.

8. Please make sure that your bid receives this efficient before the first before the

8. Please make sure that your bid reaches this office before the closing date.

- 9. When submitting your bid, the following information <u>must</u> appear on the sealed envelope:
- · Name and address of bidder
- DIRCO Number

Closing date

NB: THE COMPLOSIRY BRIEFING SESSION IS AT 19 RICHARDS DRIVE, GALLAGHER ESTATE, HALFWAY HOUSE, MIDRAND

The envelope can be placed in the bid box at DIRCO Head office Building, 460 Soutpansberg road Rietondale Pretoria.

Non-compliance with any of the above conditions will result in your bid being disqualified.

Yours faithfully

CHIEF DIRECTOR

DATE: 000/02/2026

Kgoro ya Tirišano le Tšhomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tšhebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebentisana • ISebe lezobuDlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiswano nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkinge en Samewerking



TERMS OF REFERENCE

DIRCO: SUPPLY, DELIVER, INSTALL, CONFIGURE, MAINTAIN, AND SUPPORT AUDIO VISUAL CONFERENCING SYSTEM FOR THREE (3) MEETING ROOMS AT PAN-AFRICAN PARLIAMENT.



TERMS OF REFERENCE

DIRCO: Supply, deliver, install, configure, maintain, and support audio visual conferencing system for three (3) Meeting rooms PAN-AFRICAN PARLIAMENT CHAMBER.

1. INTRODUCTION

- 1.1 The Pan-African Parliament (PAP) was established as an organ of the African Union to ensure full participation of the peoples of Africa in governance and economic integration of the continent. PAP currently exercises advisory and consultative powers though the aim is to evolve into a fully-fledged legislative organ whose members would be elected by universal adult suffrage.
- 1.2 As per the host Country Agreement the South African government through The Department of International Relations and Cooperation ("DIRCO") has the responsibility to provide a dedicated, equipped, and furnished Pan-African Parliament.

2. BACKGROUND AND CONTEXT

- 2.1 The main functions of the PAP include:
 - Facilitate the effective implementation of the policies and objectives of the OAU and, ultimately, of the African Union.
 - Promote the principles of human rights and democracy in Africa.
 - Encourage good governance, transparency, and accountability in Member States.
 - Familiarize the peoples of Africa with the objectives and policies aimed at integrating the African continent within the framework of the establishment of the African Union.
 - Promote peace, security, and stability.
 - Contribute to a more prosperous future for the people of Africa by promoting collective self-reliance and economic recovery.
 - Facilitate cooperation and development in Africa
 - Strengthen Continental solidarity and build a sense of common destiny among the peoples of Africa.
 - Facilitate cooperation among Regional Economic Communities and their Parliamentary fora.



3. PURPOSE

- 3.1 DIRCO seeks to identify and appoint a suitable service provider to supply, deliver, install, configure, maintain, and support audio visual conferencing system for three (3) Meeting rooms at PAN-African Parliament.
- 3.2 The purpose of this TOR is to contract with a suitably qualified service provider with the requisite capacity to execute this project within the desired quality, scope, timeframe, and cost for Pan African Parliament (PAP).
- 3.3 To provide prospective service providers with adequate information to understand and respond to PAP requirements for a suitable service provider to supply, deliver, install, configure, maintain, and support audio/video conferencing system for three (3) meeting rooms.
- 3.4 To ensure uniformity in the responses received from each prospective service provider.
- 3.5 To provide a structured framework for the evaluation of proposals.

4. SCOPE OF WORK AND SPECIFICATIONS

4.1 Scope of Work

The scope of the project is to supply, deliver, install, and commission a complete conferencing solution with the following capabilities:

- Full delegate system consisting of complete all in one desktop delegate system equipped with 14' display and all other peripherals and software required.
- Complete display system including motorized screen with laser projector suitable for the venue.
- Infrared receivers for attending but not participating members.
- Sound system suitable for the venue
- · Control system for all the room components.
- All cabling, connectors, extenders, enclosures are to be part of the full solution as required.
- Provide technical and end user training.
- Provide five-year support and maintenance of the system.

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4.2 Business requirements

The system must have the following capabilities:

- Immediate electronic dissemination and access of documents to delegates during meetings.
- Electronic voting capability
- In built support for Hybrid type meetings
- In built automated attendance identification through use of fingerprint.
- · Support for various languages
- Internet access for research
- Multi-media support
- In built camera for video conferencing
- Support for simultaneous interpretation with multi-channel selection
- Support for Intercom between MPs and delegates
- In built service requester which alerts secretariat staff if MP requires any services.
- Latest hacker proof type environments and controls in place for attending delegates.

4.3 Technical Specifications

- The proposed Solution must address and meet the mandatory technical requirements that the proposed Solution must address.
- Software licenses and hardware must be provided to enable all required functionality.
- The proposed Solution must include, but is not limited to, at least the following functional and technical requirements:

Minimum Meeting Room Specification

Room 1		
Specification	Details	
(a) 13-15" 1920x1080 Capacitive Touch LCD Display,		
1x Tabletop Paperless	(b) 64ch Selector with Headphone Output,	
Multimedia Congress	(c) All-in-one paperless experience including document reading	
Chairman Unit	(d) Interactive meeting management (discussion, voting)	
	(e) Priority Key for override or mute function,	
	(f) Semi- Rigid Gooseneck Condenser Microphone	
	(g) 8 - megapixel camera with flashlight,	



	 (h) Multiple channel VOD and broadcasting, (i) Versatile and quick identification: fingerprint reader, built-in RFID card reader (j) Internet access, (k) Video, Intercom and Text Messaging Function (l) LED Ring Microphone, Activity Indicator (m) Easy integration with peripheral devices for automatic video tracking, network central control and input of alarm signal, etc. (n) PoE or DC power supply (o) Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s)
51x Tabletop Paperless Multimedia Congress Delegate Unit	 (a) 13-15" 1920x1080 Capacitive Touch LCD Display, (b) 64ch Selector with Headphone Output, (c) All-in-one paperless experience including document reading (d) Interactive meeting management (discussion, voting) (e) Semi- Rigid Gooseneck Condenser Microphone (f) 8 - megapixel camera with flashlight, (g) Multiple channel VOD and broadcasting, (h) Versatile and quick identification: fingerprint reader, built-in RFID card reader (i) Internet access, (j) Video, Intercom and Text Messaging Function (k) LED Ring Microphone, Activity Indicator (l) Easy integration with peripheral devices for automatic video tracking, network central control and input of alarm signal, etc. (m) PoE or DC power supply (n) Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s)
12x Interpreter Units	 (a) 64x Channels of Audio, (b) Minimum 6.8" TFT LCD Display, (c) Minimum 5x Incoming Audio Channel Views (d) Minimum 3x Outgoing Audio Channel Views (e) Audience Indicator (f) Speak Slow Function (g) Help/Assist Function (h) Auto Relay Function (i) Braille (j) Pluggable stem microphone (k) Headphone/microphone jacks.



(a) Hybrid Conference System Control Panel tabletop Hybrid Conferencing (b) 14 inch 1920*1080 HD LCD, capacitive touch screen, conference control (c) Conference Information Service setup for conference, including conference information, delegate information, sign-in information (d) Participant management, user management and other settings (e) 8 Channels Audio Input & Output Device (f) Video Quality Min. 1920*1080 (g) Remote log in by browser, web log in by means of account, email or phone. (h) Log in by language preference (i) Meeting documents available to remote participants (i) Personal setup of peripheral (speakers, cameras etc.) for remote participant (k) Sign in of remote delegates (I) View of results for remote delegates (m) Share of screen for remote delegates (a) 19" Rackmount 2U. Digital Conference Main (b) Integrated audio matrix processor. Unit (c) Integrated 8 channels group output function, easy to combine/split conference rooms (d) Connectable to multi-channel audio input or output devices for versatile expansion of the system (e) High system reliability guaranteed by "Closed Loop - Daisy Chain" connection topology (f) Adopted fully digital audio transmitting technology between the main units and congress units (g) Perfect sound quality on all 64 simultaneous interpretation channels (h) Supports Dante, an uncompressed, multi-channel digital media networking technology (i) Equipped with optical fibre interface to combine two widely separated conference rooms to form (j) one unique coherent system (k) Connection facility for an additional condenser or dynamic microphone. expanding user's application spectrum (I) TCP/IP communication protocol in PC control (m) Remote control, remote diagnosis and remote update (n) Voting facilities without PC intervention (o) Built-in multi-channel intercom facility (p) Plug and play for all units (q) Excellent immunity to RF interferences from mobile phones and comparable devices (r) System power controllable by central control system (s) LCD display for status information and configuration



	(t) Rotary control to navigate through the LCD menus
	(u) Web page control function, main unit's parameters can be set through web browser
	(a) Professional Venue Design Software
	(b) Microphone Management Software
	(c) Voting Management Software
Congress System	(d) Simultaneous Interpretation Software
Software	(e) Touched/Con tactless IC-Card
	(f) Control display screens
	(g) Software language and channel naming.
	(h) Sign in Management Software,
	(i) Fingerprint Identification Management Software,
	(j) Video Service Software,
	(k) File Management Software
	(a) 3 x Full HD PTZ 20x Optical Zoom Cameras
- T 1: 0 1	(b) 3G SDI, HDMI and IP Outputs
Camera Tracking System	(c) 4x4 SDI Camera Tracking Matrix Switcher
	(d) Integrated to Digital Congress System and VC System
	(e) PTZ Camera Controller with Joystick for Manual Override
	(f) Automatic Tracking to active Speaker
	(a) Rack mountable Central Controller with LAN Support, IP, 5x RS232 / 10x
Control System	IR, Bx 10 and 4x Relay Control Ports,
	(b) 10" Fully Customizable Touch Panel for Room AV Controls
	(a) 8 Sch 6G SDI Video Ports
4 x Media AV Points	(b) 19ch Broadcast Quality Balanced Audio Distributor with Individual Level Control
	(a) The room shall be equipped with minimum of two 120' 16:9
0 Dia-lau-	motorized screen together with 5000 min lumen laser
2 x Displays	projector.
	(b) All peripherals required for integration into the main system is to be supplied.
	(c) The screens are required to be installed in a flush ceiling
	mount box when retracted. Hardwired presentation points
	and one wireless presentation gateway must be provided.
	(a) Ceiling speakers with integral backboxes for audio reinforcement.
Audio System	(b) Suitable amplification shall be provided together with the required inputs
	and outputs that may be required by the system.



Cables and Accessories	All necessary cables, accessories, equipment, and interfaces needed for a functional system	
	Room 2	
Specification	Details	
1x Tabletop Paperless Multimedia Congress Chairman Unit	 (p) 13-15" 1920x1080 Capacitive Touch LCD Display, (q) 64ch Selector with Headphone Output, (r) All-in-one paperless experience including document reading (s) Interactive meeting management (discussion, voting) (t) Priority Key for override or mute function, (u) Semi- Rigid Gooseneck Condenser Microphone (v) 8 - megapixel camera with flashlight, (w) Multiple channel VOD and broadcasting, (x) Versatile and quick identification: fingerprint reader, built-in RFID card reader (y) Internet access, (z) Video, Intercom and Text Messaging Function (aa) LED Ring Microphone, Activity Indicator (bb) Easy integration with peripheral devices for automatic video tracking, network central control and input of alarm signal, etc. (cc) PoE or DC power supply (dd) Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s) 	
51x Tabletop Paperless Multimedia Congress Delegate Unit	 (0) 13-15" 1920x1080 Capacitive Touch LCD Display, (p) 64ch Selector with Headphone Output, (q) All-in-one paperless experience including document reading (r) Interactive meeting management (discussion, voting) (s) Semi- Rigid Gooseneck Condenser Microphone (t) 8 - megapixel camera with flashlight, (u) Multiple channel VOD and broadcasting, (v) Versatile and quick identification: fingerprint reader, built-in RFID card reader (w) Internet access, (x) Video, Intercom and Text Messaging Function (y) LED Ring Microphone, Activity Indicator (z) Easy integration with peripheral devices for automatic video tracking, network central control and input of alarm signal, etc. (aa) PoE or DC power supply (bb) Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s) 	



	(I) 64x Channels of Audio,
	(n) Minimum 6.8" TFT LCD Display,
12x Interpreter Units	(n) Minimum 5x Incoming Audio Channel Views
12x morprotor orne	(o) Minimum 3x Outgoing Audio Channel Views
	(p) Audience Indicator
	(q) Speak Slow Function
	(r) Help/Assist Function
	(s) Auto Relay Function
	(t) Braille
	(u) Pluggable stem microphone
	(v) Headphone/microphone jacks.
	(n) Hybrid Conference System Control Panel tabletop
Hybrid Conferencing	(0) 14 inch 1920*1080 HD LCD, capacitive touch screen
	conference control
	 (p) Conference Information Service setup for conference, including conference information, delegate information, sign-in information
	(q) Participant management, user management and other settings
	(r) 8 Channels Audio Input & Output Device
	(s) Video Quality Min. 1920*1080
	(t) Remote log in by browser, web log in by means of account,
	email or phone.
	(u) Log in by language preference
	(v) Meeting documents available to remote participants
	(w) Personal setup of peripheral (speakers, cameras etc.) for remote participant
	(x) Sign in of remote delegates
	(y) View of results for remote delegates
	(z) Share of screen for remote delegates
	(v) 19" Rackmount 2U,
Digital Conference Main	(w) Integrated audio matrix processor.
Unit	(x) Integrated 8 channels group output function, easy to combine/split
	conference rooms
	(y) Connectable to multi-channel audio input or output devices for versatile
	expansion of the system
	(z) High system reliability guaranteed by "Closed Loop - Daisy Chain"
	connection topology
	(aa) Adopted fully digital audio transmitting technology between the main units and congress units
	(bb) Perfect sound quality on all 64 simultaneous interpretation channels
	(cc) Supports Dante, an uncompressed, multi-channel digital media networking technology
	(dd) Equipped with optical fibre interface to combine two widely separated conference rooms to form



	 (ee) one unique coherent system (ff) Connection facility for an additional condenser or dynamic microphone expanding user's application spectrum (gg) TCP/IP communication protocol in PC control (hh) Remote control, remote diagnosis and remote update (ii) Voting facilities without PC intervention (jj) Built-in multi-channel intercom facility (kk) Plug and play for all units (II) Excellent immunity to RF interferences from mobile phones and comparable devices (mm) System power controllable by central control system (nn) LCD display for status information and configuration (oo) Rotary control to navigate through the LCD menus (pp) Web page control function, main unit's parameters can be set through web browser
Congress System Software	 (I) Professional Venue Design Software (m) Microphone Management Software (n) Voting Management Software (o) Simultaneous Interpretation Software (p) Touched/Con tactless IC-Card (q) Control display screens (r) Software language and channel naming. (s) Sign in Management Software, (t) Fingerprint Identification Management Software, (u) Video Service Software, (v) File Management Software
Camera Tracking System	 (g) 3 x Full HD PTZ 20x Optical Zoom Cameras (h) 3G SDI, HDMI and IP Outputs (i) 4x4 SDI Camera Tracking Matrix Switcher (j) Integrated to Digital Congress System and VC System (k) PTZ Camera Controller with Joystick for Manual Override (l) Automatic Tracking to active Speaker
Control System	 (c) Rack mountable Central Controller with LAN Support, IP, 5x RS232 / 10x IR, Bx 10 and 4x Relay Control Ports, (d) 10" Fully Customizable Touch Panel for Room AV Controls
4 x Media AV Points	(c) 8 Sch 6G SDI Video Ports(d) 19ch Broadcast Quality Balanced Audio Distributor with Individual Level Control



2 x Displays	 (d) The room shall be equipped with minimum of two 120' 16:9 motorized screen together with 5000 min lumen laser projector. (e) All peripherals required for integration into the main system is to be supplied. (f) The screens are required to be installed in a flush ceiling mount box when retracted. Hardwired presentation points and one wireless presentation gateway must be provided.
Audio System	(c) Ceiling speakers with integral backboxes for audio reinforcement.(d) Suitable amplification shall be provided together with the required inputs and outputs that may be required by the system.
Cables and Accessories	All necessary cables, accessories, equipment, and interfaces needed for a functional system

	Room 3		
Specification	Details		
	(ee) 13-15" 1920x1080 Capacitive Touch LCD Display,		
	(ff) 64ch Selector with Headphone Output,		
	(gg) All-in-one paperless experience including document		
	reading		
1x Tabletop Paperless	(hh) Interactive meeting management (discussion, voting)		
Multimedia Congress	(ii) Priority Key for override or mute function,		
Chairman Unit	(jj) Semi- Rigid Gooseneck Condenser Microphone		
	(kk) 8 - megapixel camera with flashlight,		
	(II) Multiple channel VOD and broadcasting,		
	(mm) Versatile and quick identification: fingerprint reader,		
	built-in RFID card reader		
	(nn) Internet access,		
	(oo) Video, Intercom and Text Messaging Function		
	(pp) LED Ring Microphone, Activity Indicator		
	(qq) Easy integration with peripheral devices for automatic		
	video tracking, network central control and input of alarm signal,		
	etc.		
	(rr) PoE or DC power supply		
	(ss) Digital audio processing and transmission technology		
	used between conference units as well as between conference		
	terminals and main unit(s)		



21x Tabletop Paperless Multimedia Congress Delegate Unit	 (cc) 13-15" 1920x1080 Capacitive Touch LCD Display, (dd) 64ch Selector with Headphone Output, (ee) All-in-one paperless experience including document reading (ff) Interactive meeting management (discussion, voting) (gg) Semi- Rigid Gooseneck Condenser Microphone (hh) 8 - megapixel camera with flashlight, (ii) Multiple channel VOD and broadcasting, (jj) Versatile and quick identification: fingerprint reader, built-in RFID card reader (kk) Internet access, (ll) Video, Intercom and Text Messaging Function (mm) LED Ring Microphone, Activity Indicator (nn) Easy integration with peripheral devices for automatic video tracking, network central control and input of alarm signal, etc. (oo) PoE or DC power supply (pp) Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s)
12x Interpreter Units	 (w) 64x Channels of Audio, (x) Minimum 6.8" TFT LCD Display, (y) Minimum 5x Incoming Audio Channel Views (z) Minimum 3x Outgoing Audio Channel Views (aa) Audience Indicator (bb) Speak Slow Function (cc) Help/Assist Function (dd) Auto Relay Function (ee) Braille (ff) Pluggable stem microphone (gg) Headphone/microphone jacks.
Hybrid Conferencing	 (aa) Hybrid Conference System Control Panel tabletop (bb) 14 inch 1920*1080 HD LCD, capacitive touch screen, conference control (cc) Conference Information Service setup for conference, including conference information, delegate information, sign-in information (dd) Participant management, user management and other settings (ee) 8 Channels Audio Input & Output Device (ff) Video Quality Min. 1920*1080 (gg) Remote log in by browser, web log in by means of account, email or phone. (hh) Log in by language preference (ii) Meeting documents available to remote participants (jj) Personal setup of peripheral (speakers, cameras etc.) for remote participant



	(kk) Sign in of remote delegates
	(II) View of results for remote delegates
	(mm) Share of screen for remote delegates
	(qq)19" Rackmount 2U,
Digital Conference	(rr) Integrated audio matrix processor.
Main Unit	(ss) Integrated 8 channels group output function, easy to combine/split conference rooms
	(tt) Connectable to multi-channel audio input or output devices for versatile expansion of the system
	(uu) High system reliability guaranteed by "Closed Loop - Daisy Chain" connection topology
	(vv) Adopted fully digital audio transmitting technology between the main units and congress units
	(ww) Perfect sound quality on all 64 simultaneous interpretation channels
	(xx) Supports Dante, an uncompressed, multi-channel digital media networking technology
	(yy) Equipped with optical fibre interface to combine two widely separated conference rooms to form
	(zz) one unique coherent system
	(aaa) Connection facility for an additional condenser or dynamic microphone, expanding user's application spectrum
	(bbb) TCP/IP communication protocol in PC control
	(ccc) Remote control, remote diagnosis and remote update
	(ddd) Voting facilities without PC intervention
	(eee) Built-in multi-channel intercom facility
	(fff) Plug and play for all units
	(ggg) Excellent immunity to RF interferences from mobile phones and
	comparable devices
	(hhh) System power controllable by central control system
	(iii) LCD display for status information and configuration
	(jjj) Rotary control to navigate through the LCD menus
	(kkk) Web page control function, main unit's parameters can be set through web browser



Congress System Software	 (w) Professional Venue Design Software (x) Microphone Management Software (y) Voting Management Software (z) Simultaneous Interpretation Software (aa) Touched/Con tactless IC-Card (bb) Control display screens (cc) Software language and channel naming. (dd) Sign in Management Software, (ee) Fingerprint Identification Management Software, (ff) Video Service Software, (gg) File Management Software
Camera Tracking System	 (m) 3 x Full HD PTZ 20x Optical Zoom Cameras (n) 3G SDI, HDMI and IP Outputs (o) 4x4 SDI Camera Tracking Matrix Switcher (p) Integrated to Digital Congress System and VC System (q) PTZ Camera Controller with Joystick for Manual Override (r) Automatic Tracking to active Speaker
Control System	 (e) Rack mountable Central Controller with LAN Support, IP, 5x RS232 / 10x IR, Bx 10 and 4x Relay Control Ports, (f) 10" Fully Customizable Touch Panel for Room AV Controls
4 x Media AV Points	(e) 8 Sch 6G SDI Video Ports (f) 19ch Broadcast Quality Balanced Audio Distributor with Individual Level Control
2 x Displays	 (g) The room shall be equipped with minimum of two 120' 16:9 motorized screen together with 5000 min lumen laser projector. (h) All peripherals required for integration into the main system is to be supplied. (i) The screens are required to be installed in a flush ceiling mount box when retracted. Hardwired presentation points and one wireless presentation gateway must be provided.
Audio System	(e) Ceiling speakers with integral backboxes for audio reinforcement.(f) Suitable amplification shall be provided together with the required inputs and outputs that may be required by the system.
Cables and Accessories	All necessary cables, accessories, equipment, and interfaces needed for a functional system



4.4 Professional Services

- The Contractor shall provide warranty for the complete equipment and software for a period of five (5) years.
- During the five(5) years period, the contractor will be required to provide a maintenance plan or schedule which will be negotiated during the SLA period.
- Always provide 24-hour standby maintenance during major sittings and repair service, including statutory holidays.
- Note: At each visit, which shall be arranged in advance with the PAP representative, a record of maintenance carried out shall be kept by the PAP.

4.5 Materials and Workmanship

- The work throughout shall be executed to the highest standards and to the entire satisfaction of the PAP representative who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Engineer.
- All work shall be executed in a first-class manner by qualified tradesman.
- The Contractor shall warrant that the materials and workmanship shall be of the highest grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation. It is specifically intended that all material(e, g Scaffolding) or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost.
- The Contractor shall thoroughly acquaint himself with the work involved and shall verify on site all measurements necessary for proper installation work. The Contractor shall also be prepared to promptly furnish any information relating to his own work as may be necessary for the proper installation work and shall co-operate with and co-ordinate the work of others.
- All components and their respective adjustment, which do not form part of the
 equipment installation work but influence the optimum and safe operation of the
 equipment shall be considered to form part of and shall be included in the
 Contractor's scope of works.
- All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.



 The Contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure safety for everyone.

4.6 Project Implementation specifications for the Solution

- The bidder/s must use appropriate project management methodology to deliver the expected services of the Solution.
- The bidder/s proposed Project Management Plan (PMP) to deliver the Solution must cover a minimum of the following:
 - Detailed Project definition and planning.
 - Detailed Project implementation plan.
 - Detailed Project risk and change management approach.
 - · Project timeframes.
 - Detailed Pricing for the Project; and
 - Detailed Project stages and milestones.
 - The bidder/s must ensure that the Project to deliver and implement the Solution is completed within a maximum period of 3 months after the issuance of the purchase order.

Project Costing

- The bidder/s must provide a detailed proposal with itemised costing of services related to the items as indicated in the specifications (VAT inclusive); Standard Bid Document (SBD) 3.1.
- Only Standard Bid Document (SBD 3.1) costing will be accepted.

4.7 Maintenance and Support of the Solution

- The bidder/s are expected to provide maintenance and support for period of five
 (5) years.
- If during this period the equipment is not in working order, or not working satisfactorily
 owing to faulty material, design or workmanship, the Contractor will be notified, and
 immediate steps shall be taken by him to rectify the defects and/or replace the affected
 parts on site at his own expense.
- The proposal must cater for software patch management and upgrades.



 The proposal must ensure that when a hardware/software problem is experienced that the mean time to respond must be within 2 hours and meantime to repair is within 48 hours.

4.8 Testing

 The recommended service provider shall conduct of test for at least 2 weeks prior to commissioning.

The acceptance test procedure shall be in accordance with the following:

- must be undertaken for a period of 3 months and ensure that all equipment is in good working condition during the agreed test period.
- · the performance tolerance level agreed upon is attained during testing.

4.9 Training and Documentation

- Training shall be provided to two engineers at PAP for operation and management of all the supplied systems.
- Following the deployment, the service provider is required to provide an onsite vendor enablement for staff.
- Bidders must dispense training to achieve the required knowledge to operate the systems with minimum supervision.
- Ensure end-users are conversant with the proposed solutions.
- The service provider should submit the training manual, if need be, prior to the service commencement period.
- The systems and licenses must be clearly documented. The complete installation shall be fully tested and documented in accordance with industry standards. On completion of installation the service provider shall make available a detailed diagram and documentation for the video conferencing equipment.
- The vendor should submit the equipment wise documents (manuals in the form of hard copy or soft copy) which should include the system descriptions, installation and commissioning procedure, operating procedure, step by step fault diagnosis and fault rectification, circuit, or block diagram etc.
- Main system manual & Installation procedure / recommendations
- Detailed wiring/block diagram if any, Warranty certificate (OEM or Vendor) and Approval certificates if any.



5. VALIDITY OF PERIOD OF BID

Bidders are expected to submit a bid that will be valid for a period of four (4) months.

6. EVALUATION METHODOLOGY

Bidders must attend compulsory briefing session, Failure to attend will results in disqualification. (See the cover page for physical address)

All the bids received will be evaluated in three phases based on three criteria (Responsive Criteria, Functionality and Price and Specific goals

Potential Service Providers must comply with all minimum requirements to qualify for the next stage of the evaluation process. Non submission will result in disqualification.

6.1 Phase 1: Responsive Criteria.

The minimum requirements which must be fully and comprehensively complied with are as follows:

Documents that must be submitted	Responses required
Standard Bid Documents (SBD): SBD1, SBD 4	Completed and signed SBD1, SBD 4,SBD 6.1 In the event a bidder fails to submit the completed documents at the time of submitting the proposal, the bidder will be requested to submit the documents within 3 days from the date of request. Failure to submit the documents will disqualify the bidders. In case of Joint Venture arrangement, all parties must also submit all the mandatory documents
Compulsory site visit	The Compulsory site visit will be held at Pan African Parliament Physical Address 19 Richards Drive, Gallagher Estate Halfway House Midrand Date: 15 February 2024 Time: 11H00 Non-attendance will lead to disqualification



Registration on Central Supplier Database (CSD)	Bidders must be registered as a service provider on the CSD. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Tax compliance Status on CSD	Tax compliance Status will be confirmed upon awarding of the bid.
SBD 3.1 form	All bidders must complete, initial, and sign the SBD 3.1 form.
Joint Venture agreement	In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached with all SBD forms.
Subcontractor Agreement. If the contract value is above R30 million. Bidder(s) must submit signed subcontract agreement to sub-contract a minimum of 30% of the value of the contract to Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) which are 51% owned by either one of the following: Black Owned, black youth, black women owned.(A Signed agreement by both parties to be submitted with the proposal)	Bidder(s) must submit a signed subcontract agreement to subcontract a minimum of 30% of the value of the contract to- (a) an EME or QSE; This gazette is also available free online at www.gpwonline.co.za 28 No. 40553 GOVERNMENT GAZETTE, 20 JANUARY 2017 9 (b) an EME or QSE which is at least 51% owned by black people; (c) an EME or QSE which is at least 51% owned by black people who are youth; (d) an EME or QSE which is at least 51% owned by black people who are women; (e) an EME or QSE which is at least 51% owned by black people with disabilities; (f) an EME or QSE which is 51% owned
The Service Provider must be an Original Software Manufacturer (OEM) or a registered OSM partner for the proposed Solution	Bidder/s must provide valid OEM partner accreditation letter or certificate.
Letter of commitment for support	The bidder/s must provide a signed letter of commitment to enter into a support agreement
Functional Requirements	Bidders must provide a signed letter committing to comply with all technical requirements as per stipulated on point 4.3(Technical specification) of the Terms of Reference.



6.2 **Phase 2: Functionality Criteria**

- A panel will evaluate all proposals received on the functionality criteria as reflected.
 A bidder that scores less than sixty five percent (65%) in respect of "functionality" will be regarded as submitting a non-responsive bid and will be disqualified.
- For purposes of comparison and to ensure a meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance with the evaluation criteria:

		Functionality criteria			
item	Criteria	Response required. (All responses must be based on the Specifications)			Weight
1.	Capability	Provide evidence of experience in successfully execut in the form of signed testimonials from institutions, with references. For the reference\testimonial to be valid, it must include information: ✓ Letter Head ✓ Customer name and contact details. ✓ Scope of deliverables or services ✓ Date of Project	h conta	ectable	40
		Scoring matrix	Points	S	
		0 testimonial with reference	0 Po	int	
		1 testimonial with reference	1 Po	int	
		2 testimonials with references	2 Po	ints	
		3 testimonials with references	3 Po	ints	
		4 testimonials with references	4 Po	ints	
		5 testimonials with references	5 Po	ints	
2.	Capacity	The bidder/s must provide project manager CV and requalifications outlining their experience in executing single-		rojects	15
		Scoring matrix		Points	
		No Professional experiences		0 Point	
		1-year professional experiences and relevant qualification	ation	1 Point	
		2 years professional experiences and relevant qualific	cation	2 Points	
		3 years professional experiences and relevant qualific	cation	3 Points	
		cation	4 Points		
		5 years professional experiences and relevant qualific	cation	5 Points	
2.	Capacity	The bidder/s must provide technical lead CV and relev outlining their experience in executing similar projects	ant qua	alifications	15



6.3 Phase 3: Price and Specific goals

6.3.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (5)	
81-100	5	
61-80	4	
41-60	3	
21-40	2	
1-20	1	
0%	0	
Percentage (%) Ownership by Women	Points (8)	
91-100	8	
81-90	7	
71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	
1-20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81-100	6	
71-80	5	
61-70	4	
41-60	3	
31-40	2	



1-30	1	
0	0	
Percentage (%) Ownership by Disability	Points (1)	
1-100	1	
0%	0	

7. GENERAL CONDITIONS

- 7.1 DIRCO will enter into a master agreement and a service level agreement to supplement the master agreement with the successful bidder/s. The service level agreement will among others, govern the relationship between the parties; ensure that services are provided according to specified standards and within stipulated timeframes; and provide for penalties and remedies for under/poor performance and non-compliance with terms and conditions of the service level agreement.
- 7.2 DIRCO reserves the right to appoint more than one bidder.
- 7.3 DIRCO reserves the right to perform period checks and interventions during the implementation of the bid.
- 7.4 The bid evaluation will only be done based on information that was requested and provided.
 All documents submitted in response to the proposal for the Solution shall become the property of DIRCO.
- 7.5 DIRCO reserves the right and full discretion to:
 - Withdraw from this process and the provisions of the bid at any time.
 - Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part.
 - Change the dates of adjudication and submission.
- 7.6 DIRCO 's decisions will be final, and no correspondence will be entered into from the closing date of submissions until after the selection process has been completed. Bidders will be formally notified of the outcome of the bid.
- 7.7 A bid proposal will only be deemed accepted once written notice is given by DIRCO to the successful bidder and the master agreement and a service level agreement has been entered into between parties.
- 7.8 Receipt of a proposal neither commits DIRCO to award the bid to any entity, even if all requirements stated in this TOR are met, nor does it limit DIRCO's right to negotiate in its best interest.
- 7.9 It will be accepted that the bidder, on submitting the bid response, has read, understood and accepted all the terms and conditions of this TOR. It shall therefore be presumed by DIRCO that the submission of the bid proposal by any bidder confirms its complete acceptance of the terms and conditions of the document.
- 7.10 DIRCO reserves the right to invite bidders to present or otherwise demonstrate their proposed Solution to clarify aspects that are required as part of the evaluation process, at the respondent's own costs.

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- 7.11 DIRCO will not be responsible for or pay any expense or losses which may be incurred by any bidder in the preparation and submission of the bid proposal and the costs of the proposal at all stages of the bid process shall be for each bidder's own account.
- 7.12 If the bidder is a company, a certified copy of the resolution of the Board of Directors (personally signed by the Chairman of the Board) authorising the person who signs this bid proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the company, must be submitted with this bid proposal.
- 7.13 If the bidder is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorizing the person who signs this bid proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the partnership, must be submitted with this bid proposal.
- 7.14 If a bidder/bidders and its partner, or any person employed by him/her/it, is found to have either directly or indirectly offered, promised or given to any person in the employ of DIRCO any commission, gratuity, gift or other consideration, DIRCO shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to immediately disqualify the bidder. The bidder will be responsible for all and any loss that DIRCO suffers as a result hereof.
- 7.15 All information and pricing will be treated as strictly confidential and will be used for the evaluation of the bid only. No information will be disclosed to parties outside of the bid evaluation committee.
- 7.16 The bidder/bidders must submit a covering letter on its own letterhead signed by a duly authorized representative of the entity and acknowledgement containing the following:
 - "The bidder/bidders and its partner warrants that any or all the information disclosed in the bid response is true and correct and will be binding; the bidder agrees to provide any documentary proof of such information that may be requested by DIRCO at any stage during the bid process"
- 7.17 Throughout this bid process and thereafter, prospective bidders must obtain from DIRCO written approval prior to the release of any information that pertains to the potential work or activities covered by this bid or the subsequent process. Failure to adhere to this requirement will result in immediate disqualification from the bid process and DIRCO reserves the right to institute legal proceedings against the bidder.
- 7.18 DIRCO will treat all proposals as confidential until a contract is awarded or the process is completed. Thereafter, proposals and related documentation may be made available for inspection at DIRCO's sole discretion, except for material that is clearly marked as proprietary or confidential. DIRCO will not disclose or make public any information, which the bidder and its partner has marked "proprietary" or "confidential".
- 7.19 It is compulsory for all persons employed or contracted by the successful bidder/bidders and its partner and who will partake in this project to undergo security vetting.
- 7.20 DIRCO reserves the right to require the replacement of any person assigned to this project, should they not receive a successful security clearance, at the commencement of the contract.

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8. FEES AND PAYMENT SCHEDULE

- 8.1 Fees must be quoted in South African currency.
- 8.2 All prices quoted must include Value Added Tax (VAT).
- Price adjustments will be allowed at the times and periods specified in the master and service level agreements. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 8.4 Bidder/bidders and its partner should take note that the DIRCO will pay within 30 days after the receipt of a valid tax invoice and after the services have been rendered to DIRCO's satisfaction.
- 8.5 The format of the quotation/price list must be the same as the specification list attached to this document. (SBD3.1) Please do not submit in any other format.

9. CONTACT PERSONS AND SUBMISSIONS

9.1 Enquiries

All enquiries can be directed to Supply Chain Management:

Tel: +27 12 301 8640 / 012 351 9198 / 012 351 0362

Email address: Munyair@dirco.gov.za; Mazibukoe@dirco.gov.za Molekoas@dirco.gov.za

Mokorok@dirco.gov.za

9.2 Submission of Proposals

Prospective bidders should submit their bonded proposals in a sealed envelope with the
details of the specific bid on the outside of the envelope to:

Per hand

Department of International Relations and Cooperation Bid Box, OR Tambo Building 460 Soutpansberg Street Rietondale Pretoria 0084

 Submissions should be posted to be received or hand delivered to the mentioned addresses on or before 11:00am on the 05 March 2024.

Prospective service providers/suppliers are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.



PART A INVITATION TO BID

YOU ARE HERE	BY INVITED TO BID FOR REQ	UIREM	ENTS OF	THE D	EPARTM	ENT OF	INTERNATION	AL RE	LATIONS	AND COOPERATION
BID NUMBER:	DIRCO 06-2023/24	CLOSING DATE: 05/02/2024 CLOSING TIME: 11:00an			11:00am					
DESCRIPTION	INVITATION TO BIIDERS TO SUPPLY, DELIVER, INSTALL, CONFIGURE, MAINTAIN, AND SUPPORT AUDIO VISUAL CONFERENCING SYSTEM FOR THREE (3) MEETING ROOMS AT PAN-AFRICAN PARLIAMENT									
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).										
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX										
	SITUATED AT (STREET ADDRESS)									
	INTERNATIONAL RELATIONS	AND CO	OPERATION	ON						
	RG ROAD RIETONDALE									
PRETORIA 0084										
SUPPLIER INFOR	MATION									
NAME OF BIDDE	R									
POSTAL ADDRE	SS									
STREET ADDRE	SS									
TELEPHONE NU	MBER	CODE					NUMBER			
CELLPHONE NU	MBER									
FACSIMILE NUM	BER	CODE					NUMBER			
E-MAIL ADDRES	S									
VAT REGISTRAT	TION NUMBER						1			
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CONTEMPLATED CORPORATION A	ACT (CCA) AND NAME THE	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)								
APPLICABLE IN		П	A REGIS	STERE	D AUDIT	OR	,			
		NAME:								
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THE GOODS ISE OFFERED?	RVICES /WORKS	THE GOODS /SERVICES [IF YES A /WORKS OFFERED? BELOW]			ANSWER PART B:3					
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E-MAIL ADDRESS	5									

PART B TERMS AND CONDITIONS FOR BIDDING

1. 1.1.	BID SUBMISSION: BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
IF TH	HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE:

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE

CONSIDERED

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

POINT

Name of bidder	Bid number
Closing Time 11:00am	Closing date: 05 March 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Required by: DIRCO(Pan African Parliament)

Location: Pan African Parliament

PRICING SCHEDULE

Room 1				
Specification	Details	PRICE OFFERED IN RAND		
4v Tobleton	(a) 13-15" 1920x1080 Capacitive Touch LCD Display,			
1x Tabletop Paperless	(b) 64ch Selector with Headphone Output,			
Multimedia Congress Chairman	(c) All-in-one paperless experience including document reading			
Unit	(d) Interactive meeting management (discussion, voting)			
	(e) Priority Key for override or mute function,			
	(f) Semi- Rigid Gooseneck Condenser Microphone			
	(g) 8 - megapixel camera with flashlight,			
	(h) Multiple channel VOD and broadcasting,			
	(i) Versatile and quick identification: fingerprint reader, built-in RFID card reader			
	(j) Internet access,			
	(k) Video, Intercom and Text Messaging Function			
	(I) LED Ring Microphone, Activity Indicator			
	 (m) Easy integration with peripheral devices for automatic video tracking, network central control and input of alarm signal, etc. 			
	(n) PoE or DC power supply			
	(o) Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s)			
	(a) 13-15" 1920x1080 Capacitive Touch LCD Display,			
	(b) 64ch Selector with Headphone Output,			
51x Tabletop Paperless Multimedia Congress Delegate Unit	(c) All-in-one paperless experience including document reading			
	(d) Interactive meeting management (discussion, voting)			
	(e) Semi- Rigid Gooseneck Condenser Microphone			
	(f) 8 - megapixel camera with flashlight,			
	(g) Multiple channel VOD and broadcasting,			

	(h) Versatile and quick identification: fingerprint reader, built-in RFID card reader
	(i) Internet access,
	(j) Video, Intercom and Text Messaging Function
	(k) LED Ring Microphone, Activity Indicator
	(I) Easy integration with peripheral devices for automatic video tracking, network central control and input of alarm signal, etc.
	(m) PoE or DC power supply
	(n) Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s)
	(a) 64x Channels of Audio,
	(b) Minimum 6.8" TFT LCD Display,
12x	(c) Minimum 5x Incoming Audio Channel Views
Interpreter Units	(d) Minimum 3x Outgoing Audio Channel Views
0.1110	(e) Audience Indicator
	(f) Speak Slow Function
	(g) Help/Assist Function
	(h) Auto Relay Function
	(i) Braille
	(j) Pluggable stem microphone
	(k) Headphone/microphone jacks.
Hybrid	(a) Hybrid Conference System Control Panel tabletop
Conferencing	(b) 14 inch 1920*1080 HD LCD, capacitive touch screen, conference control
	(c) Conference Information Service setup for conference, including conference information, delegate information, sign-in information
	(d) Participant management, user management and other settings
	(e) 8 Channels Audio Input & Output Device
	(f) Video Quality Min. 1920*1080
	(g) Remote log in by browser, web log in by means of account, email or phone.
	(h) Log in by language preference
	(i) Meeting documents available to remote participants
	(j) Personal setup of peripheral (speakers, cameras etc.) for remote participant

	(k) Sign in of remote delegates
	(I) View of results for remote delegates
	(m) Share of screen for remote delegates
Dinital	(a) 19" Rackmount 2U,
Digital Conference	(b) Integrated audio matrix processor.
Main Unit	(c) Integrated 8 channels group output function, easy to combine/split conference rooms
	(d) Connectable to multi-channel audio input or output devices for versatile expansion of the system
	(e) High system reliability guaranteed by "Closed Loop - Daisy Chain" connection topology
	(f) Adopted fully digital audio transmitting technology between the main units and congress units
	(g) Perfect sound quality on all 64 simultaneous interpretation channels
	(h) Supports Dante, an uncompressed, multi- channel digital media networking technology
	(i) Equipped with optical fibre interface to combine two widely separated conference rooms to form
	(j) one unique coherent system
	(k) Connection facility for an additional condenser or dynamic microphone, expanding user's application spectrum
	(I) TCP/IP communication protocol in PC control
	(m) Remote control, remote diagnosis and remote update
	(n) Voting facilities without PC intervention
	(0) Built-in multi-channel intercom facility
	(p) Plug and play for all units
	(q) Excellent immunity to RF interferences from mobile phones and comparable devices
	(r) System power controllable by central control system
	(s) LCD display for status information and configuration
	(t) Rotary control to navigate through the LCD menus

	(u) Web page control function, main unit's parameters can be set through web browser
	(a) Professional Venue Design Software
	(b) Microphone Management Software
	(c) Voting Management Software
Congress System	(d) Simultaneous Interpretation Software
Software	(e) Touched/Con tactless IC-Card
	(f) Control display screens
	(g) Software language and channel naming.
	(h) Sign in Management Software,
	(i) Fingerprint Identification Management Software,
	(j) Video Service Software,
	(k) File Management Software
	(a) 3 x Full HD PTZ 20x Optical Zoom Cameras
	(b) 3G SDI, HDMI and IP Outputs
Camera Tracking	(c) 4x4 SDI Camera Tracking Matrix Switcher
System	(d) Integrated to Digital Congress System and VC System
	(e) PTZ Camera Controller with Joystick for Manual Override
	(f) Automatic Tracking to active Speaker
Control System	(a) Rack mountable Central Controller with LAN Support, IP, 5x RS232 / 10x IR, Bx 10 and 4x Relay Control Ports,
	(b) 10" Fully Customizable Touch Panel for Room AV Controls
	(a) 8 Sch 6G SDI Video Ports
4 x Media AV Points	(b) 19ch Broadcast Quality Balanced Audio Distributor with Individual Level Control

	(a) The room shall be equipped with minimum of two 120' 16:9 motorized screen together with 5000 min lumen laser projector.	
2 x Displays	(b) All peripherals required for integration into the main system is to be supplied.	
	(c) The screens are required to be installed in a flush ceiling mount box when retracted. Hardwired presentation points and one wireless presentation gateway must be provided.	
* " 0	(a) Ceiling speakers with integral backboxes for audio reinforcement.	
Audio System	(b) Suitable amplification shall be provided together with the required inputs and outputs that may be required by the system.	
Cables and	All necessary cables, accessories, equipment, and	
Accessories	interfaces needed for a functional system	
Total for Roo	m 1	
	Room 2	
Specification	Room 2	PRICE OFFERED IN RAND
Specification	71	OFFERED IN
Specification	Details (p) 13-15" 1920x1080 Capacitive Touch LCD	OFFERED IN
Specification	Details (p) 13-15" 1920x1080 Capacitive Touch LCD Display,	OFFERED IN
1x Tabletop Paperless	Details (p) 13-15" 1920x1080 Capacitive Touch LCD Display, (q) 64ch Selector with Headphone Output, (r) All-in-one paperless experience including	OFFERED IN
1x Tabletop Paperless Multimedia	Details (p) 13-15" 1920x1080 Capacitive Touch LCD Display, (q) 64ch Selector with Headphone Output, (r) All-in-one paperless experience including document reading (s) Interactive meeting management (discussion,	OFFERED IN
1x Tabletop Paperless Multimedia Congress Chairman	(p) 13-15" 1920x1080 Capacitive Touch LCD Display, (q) 64ch Selector with Headphone Output, (r) All-in-one paperless experience including document reading (s) Interactive meeting management (discussion, voting)	OFFERED IN
1x Tabletop Paperless Multimedia Congress Chairman	Details (p) 13-15" 1920x1080 Capacitive Touch LCD Display, (q) 64ch Selector with Headphone Output, (r) All-in-one paperless experience including document reading (s) Interactive meeting management (discussion, voting) (t) Priority Key for override or mute function, (u) Semi-Rigid Gooseneck Condenser	OFFERED IN
1x Tabletop Paperless Multimedia Congress Chairman	Details (p) 13-15" 1920x1080 Capacitive Touch LCD Display, (q) 64ch Selector with Headphone Output, (r) All-in-one paperless experience including document reading (s) Interactive meeting management (discussion, voting) (t) Priority Key for override or mute function, (u) Semi- Rigid Gooseneck Condenser Microphone	OFFERED IN
1x Tabletop Paperless Multimedia Congress Chairman	Details (p) 13-15" 1920x1080 Capacitive Touch LCD Display, (q) 64ch Selector with Headphone Output, (r) All-in-one paperless experience including document reading (s) Interactive meeting management (discussion, voting) (t) Priority Key for override or mute function, (u) Semi- Rigid Gooseneck Condenser Microphone (v) 8 - megapixel camera with flashlight,	OFFERED IN
1x Tabletop Paperless Multimedia Congress Chairman	Details (p) 13-15" 1920x1080 Capacitive Touch LCD Display, (q) 64ch Selector with Headphone Output, (r) All-in-one paperless experience including document reading (s) Interactive meeting management (discussion, voting) (t) Priority Key for override or mute function, (u) Semi- Rigid Gooseneck Condenser Microphone (v) 8 - megapixel camera with flashlight, (w) Multiple channel VOD and broadcasting, (x) Versatile and quick identification: fingerprint	OFFERED IN
1x Tabletop Paperless Multimedia Congress Chairman Unit	Details (p) 13-15" 1920x1080 Capacitive Touch LCD Display, (q) 64ch Selector with Headphone Output, (r) All-in-one paperless experience including document reading (s) Interactive meeting management (discussion, voting) (t) Priority Key for override or mute function, (u) Semi- Rigid Gooseneck Condenser Microphone (v) 8 - megapixel camera with flashlight, (w) Multiple channel VOD and broadcasting, (x) Versatile and quick identification: fingerprint reader, built-in RFID card reader	OFFERED IN
1x Tabletop Paperless Multimedia Congress Chairman	Details (p) 13-15" 1920x1080 Capacitive Touch LCD Display, (q) 64ch Selector with Headphone Output, (r) All-in-one paperless experience including document reading (s) Interactive meeting management (discussion, voting) (t) Priority Key for override or mute function, (u) Semi- Rigid Gooseneck Condenser Microphone (v) 8 - megapixel camera with flashlight, (w) Multiple channel VOD and broadcasting, (x) Versatile and quick identification: fingerprint reader, built-in RFID card reader (y) Internet access,	OFFERED IN

	(cc)PoE or DC power supply	
	(dd)Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s)	
51x Tabletop Paperless Multimedia Congress Delegate Unit	(o) 13-15" 1920x1080 Capacitive Touch LCD Display,	
	(p) 64ch Selector with Headphone Output,	
	(q) All-in-one paperless experience including document reading	
	(r) Interactive meeting management (discussion, voting)	
	(s) Semi- Rigid Gooseneck Condenser Microphone	
	(t) 8 - megapixel camera with flashlight,	
	(u) Multiple channel VOD and broadcasting,	
	(v) Versatile and quick identification: fingerprint reader, built-in RFID card reader	
	(w) Internet access,	
	(x) Video, Intercom and Text Messaging Function	
	(y) LED Ring Microphone, Activity Indicator	
	(z) Easy integration with peripheral devices for automatic video tracking, network central control and input of alarm signal, etc.	
	(aa)PoE or DC power supply	
	(bb) Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s)	
	(I) 64x Channels of Audio,	
	(m) Minimum 6.8" TFT LCD Display,	
12x Interpreter Units	(n) Minimum 5x Incoming Audio Channel Views	
	(o) Minimum 3x Outgoing Audio Channel Views	
	(p) Audience Indicator	
	(q) Speak Slow Function	
	(r) Help/Assist Function	
	(s) Auto Relay Function (t) Braille	
	(t) Braille	
	(u) Pluggable stem microphone	

Hybrid Conferencing	(n) Hybrid Conference System Control Panel tabletop	
	(0) 14 inch 1920*1080 HD LCD, capacitive touch screen, conference control	
	(p) Conference Information Service setup for conference, including conference information, delegate information, sign-in information	
	(q) Participant management, user management and other settings	
	(r) 8 Channels Audio Input & Output Device	
	(s) Video Quality Min. 1920*1080	
	(t) Remote log in by browser, web log in by means of account, email or phone.	
	(u) Log in by language preference	
	(v) Meeting documents available to remote participants	
	(w) Personal setup of peripheral (speakers, cameras etc.) for remote participant	
	(x) Sign in of remote delegates	
	(y) View of results for remote delegates	
	(z) Share of screen for remote delegates	
	(v) 19" Rackmount 2U,	
Digital Conference	(w) Integrated audio matrix processor.	
Main Unit	(x) Integrated 8 channels group output function, easy to combine/split conference rooms	
	(y) Connectable to multi-channel audio input or output devices for versatile expansion of the system	
	(z) High system reliability guaranteed by "Closed Loop - Daisy Chain" connection topology	
	(aa) Adopted fully digital audio transmitting technology between the main units and congress units	
	(bb) Perfect sound quality on all 64 simultaneous interpretation channels	
	(cc) Supports Dante, an uncompressed, multi- channel digital media networking technology	
	(dd) Equipped with optical fibre interface to combine two widely separated conference rooms to form	
	(ee) one unique coherent system	
	(ff) Connection facility for an additional condenser or dynamic microphone, expanding user's application spectrum	

	(gg)TCP/IP communication protocol in PC control	
	(hh) Remote control, remote diagnosis and remote update	
	(ii) Voting facilities without PC intervention	
	(jj) Built-in multi-channel intercom facility	
	(kk) Plug and play for all units	
	(II) Excellent immunity to RF interferences from mobile phones and comparable devices	
	(mm) System power controllable by central control system	
	(nn) LCD display for status information and configuration	
	(00) Rotary control to navigate through the LCD menus	
	(pp) Web page control function, main unit's parameters can be set through web browser	
	(I) Professional Venue Design Software	
	(m) Microphone Management Software	
0	(n) Voting Management Software	
Congress System	(0) Simultaneous Interpretation Software	
Software	(p) Touched/Con tactless IC-Card	
	(q) Control display screens	
	(r) Software language and channel naming.	
	(s) Sign in Management Software,	
	(t) Fingerprint Identification Management Software,	
	(u) Video Service Software,	
	(v) File Management Software	
	(g) 3 x Full HD PTZ 20x Optical Zoom Cameras	
	(h) 3G SDI, HDMI and IP Outputs	
Camera Tracking System	(i) 4x4 SDI Camera Tracking Matrix Switcher	
	(j) Integrated to Digital Congress System and VC System	
	(k) PTZ Camera Controller with Joystick for Manual Override	
	(I) Automatic Tracking to active Speaker	

Total for r	room 2	
Cables and Accessories	All necessary cables, accessories, equipment, and interfaces needed for a functional system	
Audio System	 (c) Ceiling speakers with integral backboxes for audio reinforcement. (d) Suitable amplification shall be provided together with the required inputs and outputs that may be required by the system. 	
	(f) The screens are required to be installed in a flush ceiling mount box when retracted. Hardwired presentation points and one wireless presentation gateway must be provided.	
2 x Displays	 (d) The room shall be equipped with minimum of two 120' 16:9 motorized screen together with 5000 min lumen laser projector. (e) All peripherals required for integration into the main system is to be supplied. 	
4 x Media AV Points	(d) 19ch Broadcast Quality Balanced Audio Distributor with Individual Level Control	
	(d) 10" Fully Customizable Touch Panel for Room AV Controls (c) 8 Sch 6G SDI Video Ports	
Control System	(c) Rack mountable Central Controller with LAN Support, IP, 5x RS232 / 10x IR, Bx 10 and 4x Relay Control Ports,	

Specification	Details	PRICE OFFERED IN RAND
	(ee)13-15" 1920x1080 Capacitive Touch LCD Display,	
	(ff) 64ch Selector with Headphone Output,	
	(gg)All-in-one paperless experience including document reading	
1x Tabletop Paperless Multimedia	(hh)Interactive meeting management (discussion, voting)	
Congress	(ii) Priority Key for override or mute function,	
Chairman Unit	(jj) Semi- Rigid Gooseneck Condenser Microphone	
Offic	(kk)8 - megapixel camera with flashlight,	
	(II) Multiple channel VOD and broadcasting,	
	(mm) Versatile and quick identification: fingerprint reader, built-in RFID card reader	
	(nn)Internet access,	
	(oo)Video, Intercom and Text Messaging Function	
	(pp)LED Ring Microphone, Activity Indicator	
	(qq)Easy integration with peripheral devices for automatic video tracking, network central control and input of alarm signal, etc.	
	(rr) PoE or DC power supply	
	(ss)Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s)	
	(cc) 13-15" 1920x1080 Capacitive Touch LCD Display,	
	(dd) 64ch Selector with Headphone Output,	
Odv. Tablatan	(ee) All-in-one paperless experience including document reading	
21x Tabletop Paperless Multimedia	(ff) Interactive meeting management (discussion, voting)	
Congress Delegate	(gg) Semi- Rigid Gooseneck Condenser Microphone	
Unit	(hh)8 - megapixel camera with flashlight,	
	(ii) Multiple channel VOD and broadcasting,	
	(jj) Versatile and quick identification: fingerprint reader, built-in RFID card reader	
	(kk) Internet access,	

		<u></u>
	(II) Video, Intercom and Text Messaging Function	
	(mm) LED Ring Microphone, Activity Indicator	
	(nn) Easy integration with peripheral devices for automatic video tracking, network central control and input of alarm signal, etc.	
	(00) PoE or DC power supply	
	(pp) Digital audio processing and transmission technology used between conference units as well as between conference terminals and main unit(s)	
	(w) 64x Channels of Audio,	
	(x) Minimum 6.8" TFT LCD Display,	
12x	(y) Minimum 5x Incoming Audio Channel Views	
Interpreter	(z) Minimum 3x Outgoing Audio Channel Views	
Units	(aa)Audience Indicator	
	(bb)Speak Slow Function	
	(cc) Help/Assist Function	
	(dd)Auto Relay Function	
	(ee)Braille	
	(ff) Pluggable stem microphone	
	(gg)Headphone/microphone jacks.	
Hybrid	(aa) Hybrid Conference System Control Panel tabletop	
Conferencing	(bb) 14 inch 1920*1080 HD LCD, capacitive touch screen, conference control	
	(cc) Conference Information Service setup for conference, including conference information, delegate information, sign-in information	
	(dd) Participant management, user management and other settings	
	(ee) 8 Channels Audio Input & Output Device	
	(ff) Video Quality Min. 1920*1080	
	(gg) Remote log in by browser, web log in by means of account, email or phone.	
	(hh)Log in by language preference	
	(ii) Meeting documents available to remote participants	
	(jj) Personal setup of peripheral (speakers, cameras etc.) for remote participant	
	(kk) Sign in of remote delegates	

	(II) View of results for remote delegates	
	(mm) Share of screen for remote delegates	
	(qq)19" Rackmount 2U,	
Digital	(rr) Integrated audio matrix processor.	
Conference Main Unit	(ss) Integrated 8 channels group output function, easy to combine/split conference rooms	
	(tt) Connectable to multi-channel audio input or output devices for versatile expansion of the system	
	(uu) High system reliability guaranteed by "Closed Loop - Daisy Chain" connection topology	
	(vv) Adopted fully digital audio transmitting technology between the main units and congress units	
	(ww) Perfect sound quality on all 64 simultaneous interpretation channels	
	(xx) Supports Dante, an uncompressed, multi- channel digital media networking technology	
	(yy) Equipped with optical fibre interface to combine two widely separated conference rooms to form	
	(zz) one unique coherent system	
	(aaa) Connection facility for an additional condenser or dynamic microphone, expanding user's application spectrum	
	(bbb) TCP/IP communication protocol in PC control	
	(ccc) Remote control, remote diagnosis and remote update	
	(ddd) Voting facilities without PC intervention	
	(eee) Built-in multi-channel intercom facility	
	(fff) Plug and play for all units	
	(ggg) Excellent immunity to RF interferences from mobile phones and comparable devices	
	(hhh) System power controllable by central control system	
	(iii) LCD display for status information and configuration	
	(jjj) Rotary control to navigate through the LCD menus	

	(kkk) Web page control function, main unit's parameters can be set through web browser	
	(w) Professional Venue Design Software (x) Microphone Management Software (y) Voting Management Software	
Congress System Software	(z) Simultaneous Interpretation Software (aa) Touched/Con tactless IC-Card (bb) Control display screens (cc) Software language and channel naming. (dd) Sign in Management Software, (ee) Fingerprint Identification Management Software,	
	(ff) Video Service Software, (gg)File Management Software	
Camera Tracking System	 (m) 3 x Full HD PTZ 20x Optical Zoom Cameras (n) 3G SDI, HDMI and IP Outputs (o) 4x4 SDI Camera Tracking Matrix Switcher (p) Integrated to Digital Congress System and VC System (q) PTZ Camera Controller with Joystick for Manual Override (r) Automatic Tracking to active Speaker 	
Control System	 (e) Rack mountable Central Controller with LAN Support, IP, 5x RS232 / 10x IR, Bx 10 and 4x Relay Control Ports, (f) 10" Fully Customizable Touch Panel for Room AV Controls 	
4 x Media AV Points	(e) 8 Sch 6G SDI Video Ports (f) 19ch Broadcast Quality Balanced Audio Distributor with Individual Level Control	

Total for ro	oom 3	
Cables and Accessories	All necessary cables, accessories, equipment, and interfaces needed for a functional system	
Audio System	(e) Ceiling speakers with integral backboxes for audio reinforcement.(f) Suitable amplification shall be provided together with the required inputs and outputs that may be required by the system.	
	 (i) The screens are required to be installed in a flush ceiling mount box when retracted. Hardwired presentation points and one wireless presentation gateway must be provided. 	
2 x Displays	(h) All peripherals required for integration into the main system is to be supplied.	
	(g) The room shall be equipped with minimum of two 120' 16:9 motorized screen together with 5000 min lumen laser projector.	

PRICE SUMMARY:

PRICE ELEMENT	PRICE OFFERED IN RAND
Room 1	
Room 2	
Room 3	
Maintenance and Support for 5 Years	
Other costs	
TOTAL	
15% VAT	
TOTAL PRICE OFFERED	

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution
		A

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1	1 If so, furnish particulars:			
	3353455			
	•••••		***************************************	
2.3	Does the bidder or any members / partners or a enterprise have any inter not they are bidding for th	ny person havin est in any other	g a controlling i	nterest in the
2.3.1	If so, furnish particulars:			

3	DECLARATION			
	I, (name)submitting the accompa	anying bid, do	hereby make	the following
3.1 3.2	I have read and I underst I understand that the a disclosure is found not to	ccompanying bi	id will be disqu	alified if this
3.3	The bidder has arrived at without consultation, com any competitor. However	the accompanyir nmunication, agr r, communicatio	ng bid independe reement or arrai n between partr	ently from, and ngement with ners in a joint
3.4	venture or consortium2 was In addition, there have agreements or arrangements quantity, specifications, pused to calculate prices, submit or not to submit the bid and conditions or delimited which this bid invitation re-	e been no con ents with any cor prices, including market allocation te bid, bidding with very particulars	nsultations, com mpetitor regardir methods, factor n, the intention ith the intention	nmunications, ng the quality, es or formulas or decision to not to win the
3.4	The terms of the accomdisclosed by the bidder, of the date and time of the contract.	panying bid hav firectly or indirec	tly, to any comp	etitor, prior to
3.5	There have been no con	nsultations, com	ımunications, ag	greements or

arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

Signature	Date
Position	Name of hidder

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQ					
BID NUMBER: DIRCO 06-2023/24		29/02/2024	CLOSING T		
DESCRIPTION VISUAL CONFERENCIN	G SYSTEM FOR THI	REE (3) MEET	TING ROOMS AT PAN	TAIN, AND SUPPORT AUDIO N-AFRICAN PARLIAMENT	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOS	SHED IN THE BID BOX				
SITUATED AT (STREET ADDRESS) DEPARTMENT OF INTERNATIONAL RELATIONS A	AND COOPERATION				
460 SOUTPANSBERG ROAD RIETONDALE	AND GOO! ENATION				
PRETORIA					
0084					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
P PREF OTATION EVEL VERIENCATION	TCS PIN:	OR		Yes	
B-BBEE STATUS LEVEL VERIFICATION	Yes		/EL SWORN	res	
CERTIFICATE [TICK APPLICABLE BOX]	□No			No	
IF YES, WHO WAS THE CERTIFICATE		7.11	ID/(VII		
ISSUED BY?					
		TING OFFICER	R AS CONTEMPLATED I	N THE CLOSE CORPORATION	
AN ACCOUNTING OFFICER AS	ACT (CCA) A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN				
CONTEMPLATED IN THE CLOSE				THE SOUTH AFRICAN	
CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	ACCREDITATION SYSTEM (SANAS) A REGISTERED AUDITOR				
APPLICABLE IN THE HON BOX	NAME:				
[A B-BBEE STATUS LEVEL VERIFICATIO	N CERTIFICATE/SW		VIT(FOR EMEs& QSE	Es) MUST BE SUBMITTED IN	
ORDER TO QUALIFY FOR PREFERENCE	POINTS FOR B-BB	EE]			
ARE YOU THE ACCREDITED	□Yes	□No AR	E YOU A FOREIGN	☐Yes ☐No	
REPRESENTATIVE IN SOUTH AFRICA FOR			SED SUPPLIER FOR		
THE GOODS /SERVICES /WORKS		TH	E GOODS /SERVICES	[IF YES ANSWER PART B:3	
OFFERED?	[IF YES ENCLOSE PI	ROOF] /W	ORKS OFFERED?	BELOW]	
CICNATURE OF PIRRED		DA	TE		
SIGNATURE OF BIDDER CAPACITY UNDER WHICH THIS BID IS	200000000000000000000000000000000000000	DA	11 -		
SIGNED (Attach proof of authority to sign					
this bid; e.g. resolution of directors, etc.)					
, •,		TO	TAL BID PRICE (ALL		
TOTAL NUMBER OF ITEMS OFFERED INCLUSIVE)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:					
DEPARTMENT/ PUBLIC ENTITY		CONTACT P			
CONTACT PERSON		TELEPHONE			
TELEPHONE NUMBER					
FACSIMILE NUMBER		E-MAIL ADD	RESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

2000 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes:
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20$$
 or $90/10$ $Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$ or $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (5)	
81-100	5	
61-80	4	
41-60	3	
21-40	2	
1-20	1	
0%	0	
Percentage (%) Ownership by Women	Points (8)	
91-100	8	
81-90	7	
71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	
1-20	11	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81-100	6	
71-80	5	
61-70	4	
41-60	3	
31-40	2	
1-30	1	
0	0	

Percentage (%) Ownership by Disability	Points (1)	
1-100	1	
0%	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and

directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

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.

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General Conditions of Contract

1. Definitions

- 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause5.1 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
- training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

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

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated 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 canceling 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 not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the 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 restriction; and
 - (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and 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 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 the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 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 Revenue Services.
- 33. National 33.1 Industrial Participation (NIP) Programme
 - 3.1 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
- 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.

Js General Conditions of Contract (revised July 2010)