



REVAMPING OF THE LEGISLATURE CHAMBER SYSTEM

BID NUMBER: RFP 2015/MPL/ICT/01

**COMPULSORY BRIEFING DATE: 04 FEBRUARY 2015
11H00**

**CLOSING DATE: 13 FEBRUARY 2015
14H00**

1. INTRODUCTION

The core business of the Legislature is law making and exercising an oversight role over the executive arm of government. To perform these functions, the Legislature requires, among other things, a chamber and committee rooms system powered by world class software. It is for this reason that the Legislature has embarked on a project to revamp its chamber and the committee rooms.

The first phase of the project is the revamping of the chamber, which is the object of this bid, and the second phase will be the revamping of the committee rooms system, which when funding is available, will be subjected to a closed bid where qualifying bidders responding to this bid, RFP 2015/MPL/ICT/01, will be invited to bid for the revamping of the committee rooms system.

2. PURPOSE

The Legislature is seeking to appoint a sufficiently experienced service provider to revamp the chamber system of the Legislature as indicated in the functional specifications outlined below.

3. FUNCTIONAL SPECIFICATIONS

3.1. General System Overview - Audio

The Proposed system manages the use of Microphones, Interpretation, Voting, Messaging, Hansard Recording, Media, and document retrieval.

3.2. The Speaker

The touch screens shall default to a login screen that shall request access into the system by use of the on board biometric reader. Upon successful log in the control page for the position will be displayed on two 17" screens.

3.2.1. Monitor 1 (mimic)

3.2.1.1. The touch screen with the graphical representation of the Chamber seating plan shall mimic the seating layout of the Chamber. The Members seating positions shall be indicated by a touch icon which changes colour according to its status. The colour of the icon can be changed in software, but the following are suggested.

Light Green	- Default
Red	- Microphone Active

Amber Flashing - Request to Speak

- 3.2.1.2. A request to speak shall initiate an alert icon on both monitors on a first come first served basis.
- 3.2.1.3. The Speaker, Table Officers and Control Room and Annotation position shall have the ability to enable and disable any microphone within the Chamber irrespective of the position or being in logged off status.
- 3.2.1.4. The Speaker shall be able to activate their microphones via the microphone on/off icon.
- 3.2.1.5. The All Off icon shall deactivate Members microphones but shall not affect the status of The Speaker's microphone.
- 3.2.1.6. The override icon shall be a toggle switch that mutes all Members microphones for as long as it is active.
- 3.2.1.7. The Speakers time icon shall provide the Member's speaking time to be extended from between 30 seconds to 15 minutes.
- 3.2.1.8. Next Speaker Identification according to the Speaking list shall be displayed.
- 3.2.1.9. The Speaking List and Orders of the day shall be displayed.
- 3.2.1.10. Future expansion shall include the ability to download PDF documents.
- 3.2.1.11. A message text received shall override the current display and allow the use of a virtual keyboard for text responses.
- 3.2.1.12. The ability to initiate and terminate Voting Sessions.
- 3.2.1.13. The countdown timer shall display the time remaining for the current Member as presented on the Speaking List.

Note: The displays that are available on each monitor shall be programmable to suit the client's requirements.

3.2.2. Monitor 2 (mimic)

- 3.2.2.1. Interpretation page shall provide both channel and headphone volume selection.
- 3.2.2.2. Voting Enable/ Terminate shall control a voting session; results shall be displayed at Speaker and Table Officer positions. Option shall include the results to other parties e.g. Party Heads, Whips, as programmed.
- 3.2.2.3. Voting initiation icon shall terminate all Member's logons and display voting selection page, Voting shall be undertaken by re logging on with the biometric reader and casting a vote The voting options shall be Yes, No, and Abstain. The time available for casting a vote shall be programmable. Members will remain in the logged on status after termination of the voting session.

3.2.2.4. Text Message page shall have ability to send and receive short text messages to and from any user group. Text messages shall override all display pages.

3.2.2.5. The Speaker shall be able to enable and disable the podium microphones via a separate icon.

3.3. Sergeant at Arms

3.3.1. A microphone on a shock-mount with on/off functionality only, future expansion capability to manage bells operation, and review attendance in the Chamber to maintain a quorum.

3.4. Secretary and Table Officers

3.4.1. The Secretary and Table Officers shall have a 17" Monitor each with the same functionality as the Speaker, the different displays shall be available via tabs at the bottom of the screen, and additionally the following functionality shall be provided:

3.4.2.1. Management of the Bells System which shall include different tones to indicate Start Session, End Session, Division of the House and Emergency Evacuation. The tones shall continue as long as the icon is depressed or until a pre-set time has elapsed. The Control Room shall have the same functionality.

3.4.2.2. Management of the attendance within the Chamber in order to maintain a Quorum. The Chamber active icons for the seating positions, shall enable absent Members to be logged off. A visual alarm shall be provided if the attendance is nearing an insufficient status. A printout shall be available at the end of the Sitting which indicates all Member's logged on and off status during the Sitting.

3.4.2.3. Ability to send and receive text messages via a virtual keyboard to all areas as part of a user group. Text messages shall override all page displays.

3.4.2.4. Management of the Speaking List shall have the ability to undertake alterations during an active session which shall include add, delete and edit slots. The Control Room shall have the same functionality.

3.4.2.5. Management of the Podium Microphones.

3.4.2.6. A microphone on a shock mount and an under desk speaker shall be provided for each Table Officer.

3.4.2.7. Interpreter channel, volume selection, with standard headphone output

socket shall be provided.

3.5. Chamber – Lap top presentation facilities

3.5.1. Facility Panels with inputs for VGA, stereo audio, and HMDI. Presentation on the Chamber Video Wall and all Flat screen displays. Audio will be available on all loudspeakers.

3.6. Members

3.6.1. The touch screen will default to a login screen where the Member shall be required to use the biometric reader to gain access to the system. A successful login shall give access to the control page where the following icons shall be available:

3.6.1.1. Microphone on/off function icon.

3.6.1.2. Request to speak icon, when depressed it shall be replicated at the Speakers monitor, where a flashing icon shall be presented on Chamber graphical layout.

3.6.1.4. Interpretation control of channel and volume setting, provision of a standard headphone unit, hardwired to desktop.

3.6.1.5. Voting page when initiated by the Speaker or Table Officers, with a countdown time display given to make a choice. Options are YES /NO and ABSTAIN.

3.6.1.6. Presentation of Speaking List with countdown time.

3.6.1.7. Orders of the Day.

3.6.1.8. Text messages, the ability to receive text messages and respond via a virtual keyboard. Text messages shall override all page displays.

3.6.1.9. A microphone on a shock mount and an under desk speaker is to be provided for each Member.

3.6.1.10. Only 5 microphones shall be permitted to be active simultaneously.

3.7. Interpreters.

3.7.1. Existing double booths to be utilized although an upgrade will relocate the booths to another area. The booths shall be equipped with a 17” video monitor to review the Chamber proceedings. The following functionality shall be provided:

3.7.1.1. Touch Screens operator screens.

3.7.1.2. A channel selection as programmed by the Control Room.

3.7.1.3. B Interpreter selected channel for Relay Operation.

3.7.1.4. Select Relay Operation.

3.7.1.5. Engaged Channel Indication.

3.7.1.6. Headphone volume control level control and standard output jack

3.7.1.7. Microphone on/off toggle.

3.7.1.8. A microphone on a shock mount shall be provided for each Interpreter.

3.8. Hansard Control Unit – Annotation and Microphone Control

3.8.1. Provides a graphic representation of the Chamber layout on a 17” monitor, the PC and mouse allows control of any of the Chamber microphones on/off functionality remotely. Annotation Display and input facility shall be provided.

3.8.2. A microphone and interpretation facility shall be provided.

3.8.3. A location to be determined.

3.9. Hansard Recording

3.9.1. A server based system that allows video and audio from the Chamber to be recorded.

3.9.2. Time stamped text annotations.

3.9.3. Independent monitoring of audio channels, alarm activation for low audio levels.

3.9.4. Search facility to locate recording based on time/date, hot keys, event notation, or annotation text.

3.9.5. User ID/password controlled access to administration, retention schedules and configuration settings.

3.9.6. Customizable security logs to detail all activity on the system.

3.9.7. Encryption technologies used to protect recording veracity.

3.9.8. Easy export for DVD recordings.

3.9.9. Hansard Transcription workflow including fast annotations and printed transcripts.

3.9.10. Assignable transcription priority levels for each recording.

3.9.11. Customizable take sizes to share workload between transcribers.

3.9.12. Integrated audit log shows real time status including edit stage, current transcriber progress with the recording take.

3.9.13. Remote recording stations automatically synchronized with network when connection is established.

3.9.14. Double backup of system and recordings.

- 3.9.15. Offsite backup capabilities.
- 3.9.16. Separate Hansard Manager and Deputy Consoles for transcriber management.
- 3.9.17. Simple Player Controls.
- 3.9.18. Adjustable Picture in Picture display for Chamber review shall be available on all transcriber consoles.
- 3.9.19. Supply of foot pedals and earphones.

3.10. Control Room

- 3.10.1. Visual display of all audio parameters via password with password access. The screen shall provide access to different pages via tabs at the bottom of the screen display as below:
 - 3.10.2.1. Individual control of each microphone for gain, equalization, delay, compression and limiter.
 - 3.10.2.1. Control of all audio inputs and outputs.
 - 3.10.2.2. View of each Member's console and shall have the ability to alter the status during an active Sitting, excluding messaging.
 - 3.10.2.3. A view of The Speaker's consoles and shall have the ability alter the status during an active Sitting, excluding messaging.
 - 3.10.2.4. A view of the Table Officers consoles and shall have the ability to alter the status during an active Sitting, excluding messaging.
 - 3.10.2.5. Live audio probe to assist with audio fault finding.
 - 3.10.2.6. Management of Bells system.
 - 3.10.2.7. Sending and receiving text messages for technical reasons.
 - 3.10.2.8. View of Speaking List and shall have ability to alter the status during a live Sitting.
 - 3.10.2.9. View of The Order of the Day document.
 - 3.10.2.10. Monitor for review of the Digital Recording System.
 - 3.10.2.11. Disabling of all Biometric Readers for Sectoral Parliament Events.

3.11. Equipment Room

- 3.11.1. Provision for all equipment racks, standardized at 38u x 600mm x 1m .Air conditioning, UPS supplies as existing. The Servers and backup units shall be installed at this location. Staging required for additional floor space.

3.12. Sign Language Interpreters Room

3.12.1. The provision of facilities panels, review monitor with speakers. The facilities panel will allow for an exterior camera input. A camera on a tripod stand will be provided.

3.13. Broadcast Facilities Panel

3.13.1. Waterproof security enclosure, with standard broadcast video and audio terminations for connections to Outside Broadcast Vehicles (SDI)

3.14. Sound Re-Enforcement Loudspeakers – Main Chamber

3.14.1. Wall mounted loudspeakers, active for the Speaker only.

3.15. Sound Reinforcement Loudspeakers — Galleries

3.15.1. Ceiling mounted speakers.

3.16. Interpretation Controllers – Galleries

3.16.1. Flush Mounted control panel with channel and volume selection, Headphones hardwired to seat unit.

3.17. Interpretation Controllers – Press Galleries

3.17.1. Flush Mounted Control Panel with channel and volume selection, headphones hardwired to desk top.

3.18. Press Galleries Audio Feeds

3.18.1. Standard Broadcast connections for Media audio recordings.

3.19. Boundary Microphones

3.19.1. To provide back-up Hansard audio recordings of the Sittings without an active microphone.

3.20. Radio Microphones

3.20.1. Hand held UHF Radio Microphones connected to standby audio amplifier as a backup to a total audio failure.

3.21. Clocks

3.21.1. Wall mounted digital clocks with current time, and countdown time.

3.22 Cell Phone Blocker

3.22.1 Initiated by Control Room.

3.23. General System Overview - Video

3.23.1. The proposed video system will provide HD 1080 quality video images of the Sitting which shall be distributed for review and Hansard recordings. Manual and automatic operation of the camera positioning shall be provided.

3.23.1.1. Video Cameras with Genlock. The cameras shall be wall mounted PTZ units.

3.23.1.2. Video Monitors. Chamber. Video monitors mounted on swivel brackets shall provide the Chamber video images as selected by the Control Room.

3.23.1.3. Video Wall replacing current projection system.

3.24. Sign Language Interpreter

3.24.1. The Sign Language Interpreter shall be provided with a video monitor with audio. The video feed shall be managed by the Control Room as a picture in picture overview on the Chamber video monitors. The Facilities panel will provide a camera input connection. A back up facilities panel is to be provided in the Chamber. The position of main facility to be determined. A camera on a tripod stand shall be provided.

3.25. Control Room

3.25.1. Control Chamber camera position via a joy stick controller.

3.25.2. Control of camera selection via vision mixing desk.

3.25.3. Control of manual or automatic camera positioning function.

3.25.4. Control of Picture in Picture image function from the SLI.

3.25.5. Control and programming of Member identification text.

3.25.6. Control of Broadcast feeds.

3.25.7. Control of Video feeds to Hansard Recording System.

3.25.8. Control of Video feeds to DVD recorders.

3.25.9. Control of Video feeds to DV Cam recorders.

3.25.10. Control of Video monitor feeds to the interpreters.

3.25.11. Control of Video monitor feeds, Chamber Video Wall.

3.25.13. Control of video/audio feeds to MATV System.

3.25.14. Preview of each camera feed.

3.25.15. Control of Chamber Laptop feeds to Chamber monitors and Video Wall.

3.26. Equipment Room

3.26.1 Rack mounted hardware, Scaler , Matrix, 3G/HD/SDI Distribution Amplifiers, HDMI to Cat5 convertors, DVI to HDMI convertors, Card frame technology for future expansion.

4. BILL OF QUANTITIES

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	Main Debating System <u>Main Debating Chamber Video</u>					
1.01	1/3 type Full-HD 3MOS HD-SDI Camera PTZ	unit	5			
1.02	55" Full HD LED TV HDMI input	unit	4			
1.03	HD wall swivel bracket for screen.	unit	4			
1.04	7+1 output transmitter HDMI over Cat 5	unit	1			
1.05	UTP RX set HDBT, TX-100m	unit	7			
1.06	Cat5 cable	meter	1000			
1.07	Cable for HD-SDI use	meter	600			
1.08	Active VGA / HDMI / audio input points	unit	2			
1.09	UTP TX set, HDMI, TX-60m	unit	2			
1.10	UTP RX set, HDMI, TX-60m	unit	2			
1.11	Cat 5 Cable	m	200			
1.12	Video Wall - LED - 3.4m x 2,8m	unit	1			
1.13	Screen Processor	unit	1			
1.14	Support Frame	unit	1			
	Sub-Total for Bill No.1 Carried forward to next page					

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	<u>Main Debating Chamber Audio & Conferencing</u>					
1.15	Gooseneck Microphone with LED ring	unit	49			
1.16	10" Touchscreen - Resistive touch, 1024 x 768, 250cd/m, contrast 400:1	unit	42			
1.17	17" Touchscreen	unit	7			
1.18	T510 VIA Eden 1Ghz 2GB DDR3 2GB Flash VIA ChromotionHD 2.0 GFX Window Embedded Std 2009	unit	49			
1.19	Quick release bracket for thin client	unit	49			
1.20	Desktop mount for touchscreen, microphone, headphone outlet and fingerprint reader that conceals cabling - to be approved before manufacture	unit	42			
1.21	Biometric finger print reader	unit	48			
1.22	Headphones hardwired to panel	unit	48			
1.23	3" loudspeaker with bracket	unit	48			
1.24	24 Hour synchronised Clock 4 x 4" High Digits FND Display	unit	2			
1.25	Countdown Clock 4 x 4" High Digits FND Display synchronised on network	unit	2			
1.26	PZM mics for ambient audio capture	unit	5			
1.27	Mixer for the above mics	unit	1			
1.28	Gallery Speakers - Ceiling Mount	unit	20			
1.29	Main Loudspeaker system for Speaker, 8" 2 way 90x50, with integral mounting bracket	unit	2			
1.30	Cell Phone Blocker	unit	1			
1.31 A	Community Radio Interface Audio and Video Selector					
	Panel	unit	7			
Sub-Total for Bill No.1 Carried forward to next page						

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	<u>Control Room Video</u>					
1.31 B	PTZ Controller, 4 Direct Cameras, up to 100 via Ethernet, 100 Pre-sets, Adjustments-Pan, Tilt, Zoom, Focus, Iris, Gain, Pedestal, Detail, White Balance, Connection-Serial/IP, Linkage- to Vision Mixer, Full Talk Back	unit	1			
1.32	Vision Mixer, Inputs- eight HD-SDI, one scaleable HD DVI-D, Outputs- 2 DVI-D, 3 HD SDI, LAN, Frame Store, Key and PIP	unit	1			
1.33	23" LED Display, 1920 x 1080, MEGA Contrast, 5ms, Analogue/HDMI, Tilt Stand, Glossy Black	unit	2			
1.34	Video Format Converter, Input- 1 3G HD SDI, Re-Clocked Looped through, Output- 1 HDMI, 1 Stereo Audio, Dual View Input/Output, 8 Channel 48Khz Audio De-Embedder, Cascading multiple units	unit	1			
1.35	Network Switch, Fully Managed Layer 2, 24 Gigabit Ports with 4 Gigabit Uplink ports, PoE, ACLs, EEE, IPv4/IPv6 host support, RF/Wireless	unit	1			
1.36	- UTP TX/RX set, HDBT, TX-100m	unit	4			
1.37	All patch and other cabling as required	unit	1			
	Sub-Total for Bill No.1 Carried forward to next page					

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	<u>Control Room Audio</u>					
1.38	HP i5 Workstation, 4GB, 500GB HDD, Win 7 Pro, Keyboard & Mouse.	unit	1			
1.39	Powered Studio Monitor loudspeakers	unit	2			
1.40	17" Touchscreen	unit	1			
1.41	T510 VIA Eden 1Ghz 2GB DDR3 2GB Flash VIA ChromotionHD 2.0 GFX Window Embedded Std 2009	unit	1			
1.42	All patch and other cabling as required	unit	1			
1.43	Control Console for all control room A/V equipment	unit	1			
1.44	10 DVD Duplicator PC	unit	1			
1.45	Audio Editing Software	unit	1			
1.46	Stand alone DVD/CD duplicator with label printing	unit	1			
	Sub-Total for Bill No.1 Carried forward to next page					

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	<u>Equipment Room Video</u>					
1.44	Seamless Modular Matrix, Input-4 HD SDI, 2 DVI-U, Output-4 Scaled 3G HD SDI, 2 Scaled DVI-U, 2 Monitor , R232, LAN, USB, Redundant Power Supply	unit	1			
1.45	Digital Video DA, Input-1 3G HD SDI, Output-6 3G HD SDI, Embedded Audio Must Pass Through	unit	2			
1.46	Sync Generator, BNC Connection, Sync Tri-Level HD, Sync Black Burst SD, DARS Audio-AES-11, 48 KHz, World clock, Minimum 4 Outputs	unit	1			
1.47	Audio to SDI Embedder, Input- 4 Analogue/8 Digital, Output-SDI with 4 Analogue/8 Digital Embedded Audio Channels	unit	2			
1.48	UTP TX set, HDBT, TX-100m, Input-1 HDMI, Output- 1 HDBT, 1 HDMI	unit	2			
1.49	23" LED Display, 1920 x 1080, MEGA Contrast, 5ms, Analogue/HDMI, Tilt Stand, Glossy Black	unit	2			
1.50	Network Switch, Fully Managed Layer 2, 24 Gigabit Ports with 2 Gigabit Uplink ports	unit	2			
1.51	PC Recorder, Input-RCA/S-video, DVD+R/+RW/-R/-RW, iLink Input	unit	2			
1.52	Hardware for MATV distribution	unit	1			
1.53	SDI Patch Panel for OB use	unit	1			
1.54	CV DA for MATV distribution	unit	1			
1.55	All cabling as required for system	LOT	1			
1.56	UPS for Racks for 30 min back up	unit	1			
1.63	Network Switch, Fully Managed Layer 2, 48 Ports with 2 Gigabit Uplink ports	unit	2			
1.64	Distribution frame for cable terminations	unit	2			
1.65	42 U rack 600 x 1000 deep	unit	3			
1.66	Slack Rack for 42 U rack for cable management	unit	2			
1.67	Distribution frame for cable terminations	unit	2			
	Sub-Total for Bill No.1 Carried forward to next page					

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	<u>Equipment Room Audio</u>					
1.56	DSP Processor, Scalable architecture with external digital bus, 4 audio card bays,32 ch in & out over ethernet	unit	3			
1.57	8 Channel Analog input card for DSP processor	unit	1			
1.58	8 Channel Analog output card for DSP processor	unit	10			
1.59	16 Channel A/D converter with 4 card slots	unit	4			
1.60	4ch input cards	unit	15			
1.61	Touchscreen Station to control audio system	unit	1			
1.62	8 channel LED driver	unit	7			
1.63	8 way XLR audio patch panel	unit	2			
1.64	HP Proliant ML350p Server or Similar for members interface	unit	3			
1.65	MS Server 2008, CALs, SQL & Backup software	unit	1			
1.66	Audio System Programming & configuration	unit	1			
1.67	Debating Software including custom configuration	unit	1			
1.68	Thin Client monitoring & Deployment software	unit	1			
1.69	Members Interface Software	unit	49			
1.70	Social Media Software Integration	unit	1			
1.71	All cabling as required for system	LOT	1			
1.72	Test Microphone	unit	1			
1.73	20W amplifiers for headphone outlets	unit	28			
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1.74	8 Channel Amplifier 250W / Channel	unit	1			
1.75	Dual Channel Power amplifier - 400W per channel	unit	1			
1.76	Radio microphone for backup	unit	2			
1.77	Rack mount mixer for RX mics	unit	1			
	Total for Bill No.1 Carried forward to Summary page					

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	<u>Sign Language and Interpreters</u>					
2.01	Camera on Tripod with cables - HD 3 MOS - SDI HD Output	unit	1			
2.02	23" LED Display, 1920 x 1080, MEGA Contrast, 5ms, Analogue/HDMI, Tilt Stand, Glossy Black	unit	8			
2.03	Video Format Converter, Input- 1 3G HD SDI, Re-Clocked Looped through, Output- 1 HDMI, 1 Stereo Audio, Dual View Input/Output, 8 Channel 48Khz Audio De-Embedder, Cascading multiple units	unit	2			
2.04	7+1 output transmitter HDMI over Cat 5	unit	1			
2.05	UTP RX set HDBT, TX-100m	unit	6			
2.06	10" Touchscreen - 5 wire Resistive touch, 1024 x 768, 250cd/m, contrast 500:1	unit	14			
2.07	17" Touch Screen - Management Console	unit	1			
2.08	T510 VIA Eden 1Ghz 2GB DDR3 2GB Flash VIA ChromotionHD 2.0 GFX Window Embedded Std 2009	unit	15			
2.09	Gooseneck Microphone with LED ring	unit	14			
2.10	Shockmount Mounting base for microphone	unit	14			
2.11	Headphone outlet for Interpretation feed	unit	14			
2.12	20W Headphone amplifiers	unit	7			
2.13	Headphones	unit	14			
2.14	16 Channel A/D converter with 4 card slots	unit	2			
2.15	4ch input cards	unit	3			
2.16	4ch output cards	unit	1			
2.17	8 channel LED driver	unit	2			
2.18	Network Switch, Fully Managed Layer 2, 24 Gigabit Ports with 2 Gigabit Uplink ports	unit	1			
2.19	SDI Patch Panel	unit	2			
2.20	System Cabling	LOT				
	<u>Remdial Requirements</u>					
2.21	Brushed Aluminium Panel - Members Positions	unit	49			
2.21	Control Room - Extension Flooring Staging 4m W x 1m D x 600mm H.	Lot				
	Total for Bill No.2 Carried forward to Summary page					

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	<u>Foyer Video Display</u>					
3.01	55" LED Tv Domestic HDMI	unit	1			
3.02	Wall Mounting bracket for above screen	unit	1			
3.03	Video Format Converter, Input- 1 3G HD SDI, Re-Clocked Looped through, Output- 1 HDMI, 1 Stereo Audio, Dual View Input/Output, 8 Channel 48Khz Audio De-Embedder, Cascading multiple units	unit	2			
3.04	20W Headphone amplifiers	unit	2			
3.05	4" speakers with bracket	unit	2			
	-					
	<u>Press Galleries</u>					
3.06	Audio Distribution Amplifier with 16 Outputs	unit	1			
3.07	Audio Distribution panel with 16 outputs on XLR	unit	1			
3.08	Flush mounted Interpreter controller	unit	24			
3.09	Headphones hardwired to panel	unit	24			
3.10	Cabling- Interpreter Distribution	unit	1000			
3.11	Amplifier 70v line - 4 Channel	unit	2			
	Total for Bill No.3 Carried forward to Summary page					

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	<u>Speaker's & Public Galleries - Interpretation</u>					
4.01	Interpreter Controllers - Between seat mounting	unit	207			
4.02	Headphones hardwired to panel	unit	207			
4.03	Cable	unit	500			
Total for Bill No.4 Carried forward to Summary Page						

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	Digital Recording System					
	<u>Main Chamber Server Room</u>					
5.01	HP Proliant ML350p Server or Similar	unit	1			
5.02	MS 2008 Server Software and cals	unit	1			
5.03	MS 2008 SQL Software and cals	unit	1			
5.04	Symantec Back Up Exec Software and cals	unit	1			
5.05	19" LED Monitor	unit	1			
5.06	VIQ LEGISLATURE Hansard Recording Software. Base Pkg	unit	1			
5.07	42U Server Rack 600 x 1000	unit	1			
	<u>Main Chamber Primary and Secondary Media Processors</u>					
5.08	HP i7 Workstation, 8GB, 1TB HDD, Win 7 Pro, LED Monitor, Keyboard & Mouse.	unit	2			
5.09	Annotation Software	unit	2			
5.10	Media Processing Software - included in base package	unit	1			
5.11	8 Channel PCI-X Audio Encoding Card	unit	2			
5.12	Video Encoding Card	unit	2			
5.13	42U Server Rack 600 x 1000	unit	1			
	<u>Main Chamber Back Up System</u>					
5.14	HP i7 Workstation, 8GB, 1TB HDD, Win 7 Pro, LED Monitor, Keyboard & Mouse.	unit	1			
5.15	Back up logger software	unit	1			
5.16	8 Channel PCI-X Audio Encoding Card	unit	1			
5.17	Symantec Back Up Exec Software and cals	unit	1			
	<u>Main Chamber Meeting Recording Equipment</u>					
5.18	HP i7 Workstation, 8GB, 1TB HDD, Win 7 Pro, LED Monitor, Keyboard & Mouse.	unit	1			
5.19	Satellite Control Software - included with base package	unit	1			
	Sub-Total for Bill No.5 Carried forward to next page					

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total	Model
	Digital Recording System Cont. <u>Total carried forward from previous page</u> <u>Transcription</u>					
5.20	Transcription Player Software - additional licenses required	unit	9			
5.21	USB Foot Pedals	unit	17			
5.22	USB Head Sets	unit	17			
	<u>Networking</u>					
5.23	Network switch and accessories	unit	2			
Total for Bill No.5 Carried forward to Summary page						

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total
	Installation and Professional Services				
	<u>Delivery to site, Installation & commissioning</u>				
6.00	Main Debating Chamber	Lot	1		
6.01	Sign Language & Interpretation	Lot	1		
6.02	Foyer and Press Galleries	Lot	1		
6.03	Galleries Interpretation	Lot	1		
6.04	Digital Recording Systems	Lot	1		
	<u>Training</u>				
6.05	Training on Digital Recording System operation / day	Lot	5		
6.06	Training on A/V systems operation / day	unit	5		
	<u>Professional Services</u>				
6.07	P&G, including S&T costs	Lot	1		
6.08	Provision of Health and Safety file as per Regulations	Lot	1		
6.09	Service Manuals - 3 copies	Lot	1		
6.10	3 sets of Drawings including:	Lot	1		
	Rack Layouts				
	Orientation indicating equipment locations on plan				
	System schematics indicating all connections				
	Cable Schedules				
6.11	On Site Support for Sitings at 1 day each - AV systems	Lot	1		
	On Site Support for Sitings at 1 day each - DRS	Lot	1		
6.12	Contingency	Lot	1		
	Total for Bill No.6 Carried forward to Summary page				

Item No.	Equipment/Installation	Unit	Qty	Unit Rate	Total
	Summary				
7.01	Total Carried Forward from Bill No.1	Lot	1		
	Main Debating Chamber				
7.02	Total Carried Forward from Bill No.2	Lot	1		
	Sign Language & Interpretation				
7.03	Total Carried Forward from Bill No.3	Lot	1		
	Foyer & Press Galleries				
	-				
7.04	Total Carried Forward from Bill No.4	Lot	1		
	Speaker's Gallery and Public Galleries				
7.05	Total Carried Forward from Bill No.5	Lot	1		
	Digital Recording Systems				
8.06	Total Carried Forward from Bill No.6	Lot	1		
	Installation and Professional Services				
	Total for Project Excl. VAT				
	Incl. VAT				

5. MAINTENANCE AND SUPPORT

The Legislature will enter into a maintenance and support contract with the successful bidder for a period between three to five years.

Bidders are requested to include a maintenance and support plan of three to five years, with all the costs. The plan must include:

- 5.1 Servicing of the System and the installed equipment;
- 5.2 Parts that will require replacement during the maintenance and support contract;
- 5.3 On-site pre-testing the day before a Sitting;
- 5.4 On-site support on the day of the Sitting, which includes all the control room duties.

6. SECURITY BACKGROUND CHECKS

The Legislature will conduct security background checks in respect of the selected bidders, their Directors and staff through the State Security Agency. Appointment of the successful bidder will be subject to a positive background and security checks.

7. MANDATORY DOCUMENTS

Bidders are required to submit the following documents with their bids:

- a) Business registration certificate;
- b) An original copy of a valid tax clearance certificate;
- c) A copy of a valid BBBEE status rating certificate;
- d) Copies of identity documents of the company directors; and
- e) Copies of identity documents and curriculum vitae of the project implementation team.

8. COMPULSORY INFORMATION SESSION

- 8.1. A compulsory information session will be held on the 4th February 2015 at the Mpumalanga Provincial Legislature, Building no. 1, Lower Ground Foyer, Riverside Government Complex, Nelspruit at 11h00;
- 8.2. Enquiries: Thabo Pienaar 013 766 1406; thabop@mpuleg.gov.za or Dumisani 013 766 1111; DumiM@mpuleg.gov.za

9. EVALUATION PROCESS AND CRITERIA

9.1. Pre-qualification criteria

All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Failure to include the following in the bid response document will disqualify a bid:

- 9.1.1 All the items listed in the Bill of Quantities in number 4 above;
- 9.1.2 Maintenance and Support Plan as indicated in number 5 above;
- 9.1.3 All the Mandatory Documents listed in number 7 above;
- 9.1.4 Fully completed SBD forms, which are included in this RFP document;

9.1.5 A detailed project implementation plan, indicating project milestones/deliverables, dates and progress payment draws. Assume the project commencement date of 02 March 2015.

9.2. Price, functionality and preference points

All qualifying bids will be evaluated as follows:

- 9.2.1. Bids will be evaluated for functionality out of a total score of hundred (100);
- 9.2.2. Bids scoring below a score of seventy (70) on functionality will be eliminated and will not be considered any further;
- 9.2.3. Ninety (90) points will be allocated for price and ten (10) points will be allocated for BBBEE status level.

9.3. Evaluation criteria and weights for functionality are as follows:

No	Criteria	Score					Weight	Total
		1	2	3	4	5		
1	Track record and relevant experience (in years) in the supply and installation of (Parliament, Legislature or Municipal Council) Chamber Systems <i>Appointment letters bearing the name of the bidding company will be used to evaluate this.</i>						50	
2	Quality of the proposed training and skills transfer plan						30	
3	Locally manufactured System and equipment						20	
Total score							100	

10. CLOSING DATE

The bids submission closes on the 13th February 2015 at 14h00. Late bids will not be accepted.

11. SBD FORMS

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MPUMALANGA LEGISLATURE

BID NUMBER: RFP 2015/MPL/ICT/01

CLOSING DATE: 13 February 2015

TIME: 14H00

Revamping of the Mpumalanga Legislature Chamber System

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

BID DOCUMENTS MAY BE POSTED TO: Mpumalanga Provincial Legislature
Private Bag X 11289
NELSPRUIT
1200

OR

DELIVERED TO DUMISANI MADONSELA AT :
Mpumalanga Provincial Legislature
Vakasha Building of the Legislature (Front
opposite to Emnothweni Sun Hotel)
Riverside Complex
NELSPRUIT

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF
BIDDER.....

POSTAL
ADDRESS.....

STREET
ADDRESS.....

TELEPHONE NUMBER
CODE.....NUMBER.....

CELLPHONE
NUMBER.....

FACSIMILE NUMBER
CODE.....NUMBER.....

VAT REGISTRATION
NUMBER.....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)?
YES/NO

*ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE
GOODS/SERVICES OFFERED BY YOU? YES/NO*

(IF YES ENCLOSE PROOF)

SIGNATURE OF
BIDDER.....

DATE.....

CAPACITY UNDER WHICH THIS BID ISSIGNED.....

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS
OFFERED.....

SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates 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.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act,

- 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed
:

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you/director/shareholder is presently employed by the state, **YES / NO**
did you obtain the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct **YES / NO**

business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

I, THE UNDERSIGNED

(NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2011**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the

Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less,
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating

issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contribution = (Maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
- 8.1.1 If yes, indicate:
 - (i) what percentage of the contract will be subcontracted?.....%

(ii) the name of the sub-contractor?
.....

(iii) the B-BBEE status level of the sub-contractor?.....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

:

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number.....at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents,
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL DATE STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal

investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its Legislature 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.

4. Standards

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

5. Use of contract documents and information inspection

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

Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier's record 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 purchase 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 Legislature or an organization acting on behalf of the Legislature.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements,

including payment arrangements with the testing authority concerned.

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

9. Packing

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) 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, provided there is no disputes.

- 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, 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 any organ of state.
- 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 Legislature 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 will, at the discretion of the Accounting Officer, 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 actively associated.
- 23.6 If a restriction is imposed, the purchaser may, 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 State.

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

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Legislature 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
Industrial
Participation (NIP)
Programme**

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

