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PROPOSAL: WCPPT 01/2025

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INVITATION TO BID

You are hereby invited to bid for requirements of the Western Cape Provincial Parliament

BID NUMBER: _____ WCPPT 01/2025

CLOSING DATE: _____ 19 September 2025

CLOSING TIME: _____ 11:00

VALIDITY PERIOD: _____ 90 DAYS (from closing date)

DESCRIPTION: _____ Audio visual refresh and enhancement project tender

The successful bidder will be required to sign a written service level agreement.

Kindly note that bids may either be posted (provided that such posted bid documents reach SC&AM before the deadline) or deposited in the bid box as follows:

Postal Address

Manager: SC&AM
Western Cape Provincial Parliament
PO Box 648
CAPE TOWN
8000

OR

in the bid box situated outside the Visitors' Centre, Ground Floor, 7 Wale Street, Provincial Legislature Building, CAPE TOWN

Bid documents that are too bulky to be placed in the bid box may be delivered at SC&AM Section, 5th Floor, Provincial Legislature Building, 7 Wale Street, Cape Town.

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

BIDDERS MUST MAKE USE OF THE OFFICIAL ATTACHED BID DOCUMENTS/ FORMS AND NO DOCUMENT/ FORM SHALL BE RETYPED. Photocopies of the documents/forms may however be used. A bid submitted in any other manner might invalidate the bid.

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

CHECKLIST - GENERAL BID

BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS WILL NOT BE CONSIDERED:

BID REQUIREMENT	REFERENCE
Please provide a tick (✓) in this instance. In the event of Yes/no option throughout this document please circle to select the appropriate option.	
BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS <u>WILL NOT BE CONSIDERED</u>:	
Completed in full and signed WCPP 1 The Bid	WCPP 1
Valid, original SARS Tax Clearance Certificate in the name of the bidder, alternatively the bidders' SARS pin which will be verified for compliance. In the case of a Consortium, Joint Venture or Sub-Contracting arrangement all parties must submit a valid, original Tax Clearance Certificate, alternatively all the bidders' SARS pins.	WCPP 2
In the case of a Consortium or Joint Venture a Memorandum of Understanding, outlining the roles and responsibilities of all parties to the Joint Venture or Consortium, must be <u>signed</u> by all parties.	
Completed in full WCPP 3.3 Pricing Schedule and Costing template.	WCPP 3.3
A fully completed Consolidated Declaration of Interest and Declaration of bidders past Supply Chain Management Practices. In the case of a Consortium or Joint Venture <u>both parties</u> must <u>complete and sign</u> the Declaration of Interest form.	WCPP 4
NON-ADHERENCE TO THE FOLLOWING WILL <u>NOT</u> INVALIDATE A BID:	
Preference points claim form in terms of the Preferential Procurement Regulations 2022.	WCPP6.1 (a)
<p>I confirm that all documents requested are attached / not attached</p> <p>Comments:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Signature.....Print.....</p> <p>Date.....</p>	
<p>Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.</p>	

WESTERN CAPE PROVINCIAL PARLIAMENT CHECKLIST – GENERAL BIDS

BID REQUIREMENT	REFERENCE	COMPLETED / ATTACHED
Please provide a tick (✓) in this instance. In the event of Yes/no option throughout this document please circle to select the appropriate option.		
Completed and signed WCPP 1 The Bid	WCPP 1	
Valid and original SARS Tax Clearance Certificate (and or pin) in the name of the bidders which will be verified for compliance.	WCPP 2	
Completed WCPP 3.3 Pricing Schedule and Costing template.	WCPP 3.3 and Annexure A	
Consolidated Declaration of Interest and Declaration of bidders past Supply Chain Management Practice.	WCPP 4	
Preference points claim form in terms of the Preferential Procurement Regulations 2022.	WCPP 6.1 (a)	
General Conditions of Contract	Annexure B	
<p>The following must be submitted:</p> <ul style="list-style-type: none"> Detailed proposal and quotation illustrating the service provider's capability to provide the stated requirements; Detailed price schedule which will include VAT @ 15%; Evidence of similar work conducted in the public sector; Contactable references (at least 3); CV of staff that will be allocated to the project; Copies of certification levels. Bill of quantities System Schematics 12 month support SLA aligned to the specifications. electronic copy (flash drive) 		
<p>I confirm that all documents requested are attached / not attached</p> <p>Comments:</p> <p>.....</p> <p>.....</p> <p>Signature.....Print.....</p> <p>Date.....</p>		

Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.	
FOR OFFICIAL USE: Checked by Verified by Date: Date:	

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 CODENUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER

VAT REGISTRATION NUMBER

HAS A VALID, ORIGINAL TAX CLEARANCE CERTIFICATE (OR PIN) BEEN SUBMITTED? 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 IS SIGNED

.....

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form (WCPP 1) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions on this bid form (WCPP 1) are in conflict with any special condition stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

BID CONDITIONS AND INFORMATION TO SERVICE PROVIDER

1. DESCRIPTION OF ASSIGNMENT

The Western Cape Provincial Parliament hereby invites bids to procure a service for audio visual refresh and enhancement project.

2. COMPULSORY INFORMATION SESSION

A compulsory information session will take place on 08 September 2025 at 10:00, on MS Teams:

Join on your computer, mobile app or room device -

[Click here to join the meeting](#)

Meeting ID: 315 154 221 131 7

Passcode: y5mP6xH2

[Join on the web](#)

3. DETAILS OF CONTACT PERSON

For further information, related to the technical specifications, please contact, Primary contact, Mr. Coby Skriker: cskriker@wcpp.gov.za .

Telephonic request for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference or any other aspects concerning the bid is to be requested in writing (letter, facsimile or email) from the above contact persons. The bid reference number should be mentioned in all correspondence.

4. FORMAT OF PROPOSAL

4.1 Bidders must complete and submit the following Bid documents:

- Bid – **WCPP1**;
- Valid, original Tax Clearance Certificates as per **WCPP 2**;
- Pricing schedule (Professional services) – **WCPP 3.3**;
- Declaration of interest – **WCPP 4**; and
- Preference points claim form in terms of the Preferential Procurement Regulations- **WCPP 6.1**.

5. VALIDITY

5.1 Proposals will be valid and open for acceptance for a period of 90 days from the closing date.

5.2 If the bid is withdrawn within this period, the prospective bidder renders himself liable for damage if a less advantageous bid has to be accepted.

5.3 In exceptional circumstances, the WCPP may solicit the bidder's consent to an extension of the period of the validity of the bid. The request and responses thereto shall be made in writing. A bidder that has been granted the request will neither be required nor permitted to modify the Proposal.

6. CLOSING DATE AND TIME

The deadline for the submission of the tender is 19 September 2025 at 11h00. **No late submissions will be accepted for consideration.**

Bidders are invited to be present at the opening, registering, and recording of the bids and is available for public inspection at the closing date and time of closure.

7. EVALUATION CRITERIA

7.1 Bidder(s) must comply with the following minimum bidding criteria:

- a) Completion of **WCPP 3.3** Pricing schedule and costing template (Annexure A);
- b) Completion in full **WCPP 4** Declaration of interest form. This form must be certified by a Commissioner of Oaths. In the case of Joint Ventures and Consortia the respective parties must submit in full the WCPP 4 Declaration of interest form;
- c) Where applicable (Joint Ventures and Consortia) submission of a duly signed Memorandum of Understanding detailing the roles and responsibilities. In such cases all the parties must provide valid, original tax clearance certificates **(and or pins in respect thereof)**; and
- d) In terms of regulation 8 of the Preferential Procurement Regulation (pending on threshold value) the 80/20 preference point system will be utilized (See Preference points claim form in terms of the Preferential Procurement Regulations 2022- **WCPP 6.1**).
- e) Preference form must form part of all bids/tenders invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals;

8. PRICE

All prices **must** be quoted in **ZAR** and be **VAT inclusive**.

PREVIOUS EXPERIENCE**(Bid Conditions: Paragraph 4)**

1. Names and contact details of clients for which similar services were rendered

Name of company	Name of contact person	Contact telephone number

SIGNED: _____
(for the bidder)

DATE: _____

TERMS OF REFERENCE

A. TENDER DEFINITIONS

- a) "Contract" means the agreement that results from acceptance of a proposal.
- b) "Provincial Parliament" shall mean the Western Cape Provincial Parliament (WCPP).
- c) "Secretary" shall mean the Secretary to the Provincial Parliament.
- d) "Speaker" shall mean the Speaker of the Provincial Parliament.
- e) Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- f) Where in this document, reference is made to "the prior written approval of the Provincial Parliament be obtained" or words having a similar meaning, reference to the Provincial Parliament shall include reference to the Speaker or Secretary as the case may be.

B. TENDER CONDITIONS

1. TENDER ADJUDICATION PRINCIPLES

The tenders will be evaluated by the Bid Evaluation Committee and adjudicated by the Bid Adjudication Committees of the Western Cape Provincial Parliament taking into account terms and conditions of the tender and those set out in the Preference Certificate (In line with the PPPFA Regulations of 2022).

2. COMPULSORY SITE VISIT

2.1 A compulsory information session as follows:

Date : 08 September 2025
Time : 10h00
Venue : MS TEAMS

Name of Contact Person: Messrs. N Diedericks or O Alexander

Telephone No. : (021) 487-1736 and 487-1619

2.2 The Western Cape Provincial Parliament will make use of this opportunity to discuss the general approach/benefits, which it wants to achieve through the contract for this service.

Prospective tenderers are therefore urged to ensure their attendance thereof. Furthermore, the Western Cape Provincial Parliament will not accept any liability/responsibility to provide any information discussed at this information session to a prospective tenderer who failed to attend the said meeting.

C. SERVICE

Introduction

The Audio-visual Enhancement Project encompasses a significant overhaul of key meeting areas at the Western Cape Provincial Parliament. The areas included in this project are, the Main Chambers, two Committee Rooms, the Auditorium, the Library, the Members Lounge, and the Reception and Security Area.

The Western Cape Provincial Parliament (WCPP) envisions a cutting-edge solution that will elevate its status to be among the world's foremost parliamentary institutions. To achieve this goal, the solution should leverage the latest and most secure AV over IP technologies available in the market, while allowing integration with some of the legacy systems still in use.

The implementation of the suggested AV Enhancement project will involve not just the installation of the necessary equipment, but also the removal of the current equipment in these areas. This encompasses all the specified hardware, mounting equipment and wiring.

The AV contractor will be responsible for the complete design and ongoing support of the systems they propose. AV Contractors may adopt any design examples listed in this RFQ document or depart from them at their discretion, provided the systems proposed in their responses provide the functionality and performance levels as described in this document.

The AV Contractor must provide all equipment and materials, whether specifically mentioned in this document or not, that are needed for a complete and fully functional audio-visual system to satisfy the requirements of the design as described in this document. Any equipment or labour required to remedy an omission or correct a design error shall be for the AV Contractor's account.

The AV Contractor must include any services, equipment, and conditions required to be supplied by the WCPP in their response. These can include but are not limited to, Licences, IT Servers, Rack Space, etc. These will be agreed upon before contract award, and any subsequent requirements will be the responsibility of the AV Contractor to supply at their cost.

All items of equipment listed within this document are examples of compliant equipment. The inclusion of such equipment examples should not be construed as being favoured in any way by WCPP. The AV Contractor is free to substitute equipment from other manufacturers provided such equipment is compliant with the specifications and provides the desired functional outcome.

Scope of Work

Venues to be considered

The RFQ encompasses the venues listed below. The Western Cape Provincial Parliament has designated three phases for delivery and associated expenditure milestones.

Carefully note the phases within the Solutions Description, under sections 4.1, 4.2 and 4.3

Phase 1 (4.2.1 to 4.2.12)

- Main Chambers

Phase 2 (4.1.1 to 4.1.9)

- Committee Room 1
- Committee Room 2

Phase 3 (4.3.1 to 4.6.5)

- Auditorium
- Members Lounge
- Library
- Reception and Security

2.1 Included Works

The AV Contractor will be responsible for the following:

- The supply and installation of the proposed audio-visual equipment.
- De-installation of existing equipment, mounting hardware and cabling.
- Supply, sizing, and routing of all cable systems associated with the system.
- Equipment and component assembly
- System setup and configuration
- Supply and installation of all interconnection and patch cables, including termination.
- Control system programming and Graphical User Interface design
- Testing and commissioning of the complete system
- As-built drawings, including wiring diagrams and layouts of the room, together with an overall system schematic.
- Operation and maintenance manuals
- User training
- Coordination of works with other project contractors, such as IT, electrical, furniture and ceiling - providing drawing information required in time to meet Project deadlines.
- All power points, trunking and conduit provision
- All corporate network points

2.2 Provided by Others

The following items will be supplied by others but installed by the AV Contractor. The AV Contractor is to coordinate the receipt of the equipment and provide documentation to make a note of the transfer:

- Microsoft Teams Room Licenses
- Digital production content (graphic design overlays and artwork for broadcast production system)

2.3 Hours of Work

The hours of work will be based on normal business working hours (08:00 to 17:00, Monday to Friday).

2.4 Design Currency & End of Life Hardware

New and Emerging Technologies

The AV Contractor must report on any new and emerging technologies that may be of interest to the WCPP for inclusion within the scope of the project and audio-visual system. If these new and emerging technologies are worthy of further review, the AV Contractor must assist in organising any demonstrations, mock-ups, visits etc., for the WCPP to fully evaluate the products in question.

2.5 Access

The AV Contractor is responsible for all scaffolding, lifts, ladders, and other equipment necessary for the complete, safe, and proper implementation of the solution.

2.6 Security Clearance

Any service provider (Company and Staff) should have SSA (State Security Agency) clearance prior to work commencing on-site.

2.7 Warranty Period

The AV Contractor must warrant and/or guarantee against and must remedy any defect due to faulty materials and/or workmanship at their cost, which may appear within a period of one (1) year from the date of Final Acceptance. The AV Contractor will also be responsible for rectifying any damages to other work resulting from a defect in their workmanship.

2.8 Heritage Building

The provision on compliance with National Heritage Resources Act 25 of 1999 under the auspices of SAHRA, It's crucial to note that the Western Cape Provincial Parliament (WCPP) building holds the distinction of being a heritage building. Preservation guidelines and heritage considerations restrict the extent to which wall penetrations and structural modifications can be made.

Therefore, the AV integrator must exercise great care and adhere to these limitations when planning and executing any installations that may involve drilling or altering the building's structural elements or furniture. Your expertise in navigating these constraints while delivering innovative AV solutions will be invaluable to the success of the project.

2.9 Site Survey

There will be a mandatory site survey for this project. This on-site visit will enable you to gain a comprehensive understanding of the project's specific requirements. During the site survey, integrators will have the opportunity to ask questions, assess the site conditions and familiarise themselves with the unique aspects of the WCPP heritage building.

2.10 Project Management Methodology

Follow a streamlined, yet robust or lite project management process (PMBOK or PRINCE 2 standards)
Assign a dedicated Project Coordinator for the duration of the project.

Project Schedule
Project Milestones
Project Status Reports
Project Meetings and Minutes
Incident and Risk Log
Project Closure Report

2.11 Technical Training

Comprehensive Technical Training on the AV Solution for WCPP ICT Staff
Detailed SOPS and Training Manuals
Detailed Diagrams

3. General Design Specifications

3.1 Equipment Storage and PDU's

The AV contractor must supply a suitably sized 19 inch equipment rack to house all proposed audio-visual equipment along with any WCPP-supplied hardware where needed. The equipment rack must be supplied with a glass front door and solid rear and side panels, and all accessories needed for correct equipment installation. The rack must be supplied with all necessary equipment to comply with the details listed in the 'Installation Standards' section for 'Equipment Mounting and Storage' and 'Rack Thermal Management'.

The equipment rack must be supplied with internal power distribution units that support surge protection. The PDU must support temperature and humidity monitoring, and this information along with the power usage information must be available to the central control system for diagnostic and safety purposes (high-temperature warnings, etc.) as mentioned above.

If you intend to propose 'under-table' or 'behind display' mounting systems, please ensure that this deviation is explicitly indicated in your written proposal. Drawings showing how the devices will be mounted and managed must be included with your submission.

3.2 Control Systems

All control processors supplied should have dual network ports (AV LAN & Corporate LAN) and device communication should be via TCP/IP wherever possible.

An independent touch panel control user interface must be provisioned for both Microsoft Teams Room (MTR) systems and AV hardware control. The proposed MTR systems should be supplied with the touch panel it is paired up with and this user interface should not be configured to support AV control. All user interfaces must offer sufficient memory for smooth operation, should have a sleek appearance, support versatile placement, and have robust security features.

The AV control system should support control via web browsers or mobile devices. All AV control systems need to be configured to facilitate tech support access via concealed pages, granting them the capability to restart components and gain an overview of the status of all AV equipment with a single glance.

3.3 Audio Amplification and Processing

The proposed amplifiers must feature Class D technology, convection cooling and automatic clip limiting. It should draw minimal power during standby, activate quickly upon signal detection, and be Energy Star qualified.

The selection of speakers and amplifiers for each venue must be based on the target frequency response and sound pressure levels in the room. The following guidelines must be used:

Presentation Audio System

Frequency Response - 70 Hz – 17 kHz (Front speakers & Sub-woofer Combined)

Target sound pressure level at listeners positions at 75 – 85 dB SPL

Distributed Audio System

Frequency Response - 70 Hz – 16 kHz

Target sound pressure level at 1.2 AFFL over chairs – 75 dB SPL

No more than a +3/-3 dB SPL variance from the target SPL between the chairs around the room

3.4 MATV Integration

MATV integration entails the transmission of selected primary/program audio and video signals from the designated room to the internal analogue RF distributed TV signal network, available on most displays throughout the building.

In this process, the video and audio signals are ingested into the MATV network through Composite Video and unbalanced stereo audio, ensuring that events occurring in, for instance, the council chambers, can be viewed across the MATV network. It will be the responsibility of the AV Contractor to provide the required signals to the existing MATV system but the MATV system and the RF cabling to new displays itself is out of scope.

3.5 Laptop Cable Access Enclosure

All Laptop Cable Access Enclosures should be populated with one HDMI and one USB-C cable and must include a RSA 3-pin power point with integrated USB-A charging ports.

Only one of the cables should be able to be used at a time. Active switching to the last connected device must be provided and the switching device must include scaling to ensure compatibility with the rest of the system.

3.6 Presentation Wall plate

The proposed wall plates should fit into a standard electrical box and existing cable channel systems and offer HDMI and USB-C inputs that actively switches between the active input.

3.7 Scaling

All input sources must be scaled to ensure video signals from different sources and resolutions are seamlessly adapted to match the system resolution and format, providing a consistent and high-quality viewing experience.

3.8 Delegate System Features

The delegate system design must incorporate the following features:

3.8.1 Installation Typology and Interference

All delegate system design must be designed with a redundant loop typology to isolate issues to individual delegate units in case of failure, preventing system-wide downtime. All microphones proposed should be GSM immune gooseneck microphones that feature a bi-colour LED ring to clearly display the microphone's status.

3.8.2 Delegate Unit

The requested delegate system must be an all-in-one tabletop solution featuring a 40cm gooseneck microphone and an integrated touchscreen. Its design should prioritize a sleek, modern appearance while ensuring user-friendliness. Within the Delegate System Network, the unit must offer easy configurability as either a chairperson, delegate, or a dual-purpose device, with the flexibility to unlock additional features over time through software or licensing activations. The system is expected to facilitate advanced participant interaction, empowering chairpersons with intuitive control over meetings, including the ability to initiate, pause, and record sessions. Moreover, the unit should incorporate a Badge reader slot or support NFC technology for convenient user identification, and it should be compatible with Bluetooth hearing aids. Each Delegate unit must be supplied with a basic lightweight stereo headphone. 10% spares should be included.

3.8.3 Language Interpretation

The language Interpretation system should seamlessly accommodate the floor language along with translation capabilities for two additional languages. The interpreter desks should include tactile buttons featuring braille indicators and audible feedback. For optimal clarity and audio quality, the system should be equipped with microphones that have adjustable positions to cater to interpreter preferences. Additionally, a clear and flexible user interface is essential, enabling interpreters to access all pertinent information at a glance.

High-quality stereo headphones with comfortable padding and adjustable headbands should be provided to ensure interpreters can wear them for extended periods without discomfort. Noise cancellation or isolation features are also essential to minimise distractions. Two interpreter desks are required per language to allow for seamless transitions when changing interpreters and two sets of headphones must be provided per desk.

3.8.4 Language Distribution (Wired)

Auxiliary translation-only outputs must be integrated into the existing furniture and should provide clear audio. Each unit must be supplied with a built-in language selector, headphone jack and volume control.

3.8.5 Language Distribution (Wireless)

Wireless receivers must use DECT technology for connectivity to the main distribution system and must be supplied with Li-Ion batteries. A dedicated charging station must be supplied to store and charge all wireless receivers simultaneously for each room independently. Each

receiver must be supplied with a basic lightweight stereo headphone. 10% spares should be included.

3.8.6 Voting

The delegate system must allow for voting, offering advanced customisation options for the voting choices, which include number, colour, text and description options.

Meeting owners should be able to define the voting mode, choosing from up to 5 buttons, tailoring the voting experience to their needs. The system should allow for changes to the voting buttons, who can participate in the voting, and who can access the overall results. Additionally, the system must support the printing of the voting agenda and must include quorum settings for decision-making thresholds.

Meeting owners should be able to create and manage voting templates, and the system should provide solutions for addressing hung votes and determining majority outcomes. Users must also have the flexibility to define outcome messages and access advanced options for abstention votes.

The proposed system should also offer detailed control over who can view individual voting results, as well as the voting rights and weights of individual delegates, ensuring a tailored and comprehensive approach to voting authorities within the system.

3.9 Displays

All projectors supplied must be laser projectors with a minimum operational life of 20000 hours and have a resolution of no less than 1920x1080. They must also include full TCP/IP control capabilities.

Throughout the design 24/7 Professional LCD displays with IP control ability must be used. No consumer 'TVs' will be allowed. When a display requires MATV integration, then a 16/7 Lite commercial display with RF input and IP control ability should be proposed that are able to integrate with the MATV network.

All displays are to be correctly sized for the furthest viewer, unless specified in the document. The screens must be able to support the viewing of 8-point font at 1080p. The calculations used by the AV contractor in determining the screen size for each area/display must be submitted to support the display choice.

3.10 PTZ Cameras

PTZ cameras must have a minimum resolution of 1080p to ensure high-quality images. Cameras must have a minimum of 12x optical zoom, but AV contractors must ensure that all supplied PTZ cameras have sufficient zoom to frame an individual person in a 'head and shoulders' shot.

In the case of electronic PTZ (ePTZ) cameras, a minimum resolution of 4K is necessary to ensure detailed and high-definition imagery when using digital zoom. Images should not be below 1080p when framing a person in a 'head and shoulders' shot.

4. Solution Description with Phased Implementation

[PHASE 2]

4.1 Committee Room 1 and 2

4.1.1 Room Description and Purpose

The purpose of these committee rooms is to provide a dedicated space for delegates to conduct meetings. These rooms are designed to facilitate effective communication and collaboration among the members. The environment in these rooms is structured to promote focused discussions and productive outcomes. The goal is to enable delegates to explore matters more fully than would be possible in a larger assembly despite any language barriers that may exist. This dedicated space helps ensure that every voice is heard, every idea is considered, and the best decisions are made for the benefit of the organisation.

4.1.2 Design Concept

Both rooms have the exact same layout and concept. The only difference being Committee Room 1 has nineteen Delegates around the boardroom table and Committee Room 2 has twenty-one. These rooms should be designed to cater for wired presentation capabilities through a Cable access enclosure, video conferencing through a dedicated Microsoft Teams Room system and a delegate microphone system that not only facilitates in room voice lift but also enhances voice pickup during a conference call. Audio amplification of presented content as well as far side audio during a VC call is required. Both Committee Rooms must have a user-friendly control panel for Room control of AV components. Both rooms require translation capabilities for two additional languages that will be distributed through the delegate systems as well as through a wireless audio distribution system that will be provided to each delegate not sitting around the table. These meetings should also be distributed to the MATV network.

4.1.3 Display Devices

The primary display for these rooms is a ceiling-mounted projection system with a minimum 6000-lumen laser output and 1920x1080 native resolution that will be project onto a seamless 16:9 fixed frame screen. The laser light source should last for 20,000 hours on high power, and external monitoring and control are essential.

Two additional Professional LCD displays are required for a clear view from the back of the venue. These must be ceiling-mounted with pole brackets on the room's sides, with external monitoring and control.

A custom bracket-mounted LCD monitor at the head of the table is needed to provide the chairperson with a close-up view of content while ensuring an unobstructed and space-efficient setup for other attendees.

4.1.4 Unified Communications Device

A Microsoft Teams Room system will be required to enhance communication and collaboration and to facilitate in linking any one of the conference rooms together. The system should integrate with external audio components as specified.

Three Cameras are required per committee room. Users should be able to change the layout of these cameras through the control panel, allowing for easy combination of any two cameras in a side-by-side configuration or a picture in picture view.

The first camera should be a wide FOW camera that are able to give a general overview of the room from the front. Should there be no active speaker then the video feed being sent to the far side should default to this camera. Two additional PTZ conferencing cameras are required. These cameras will be installed on either side of the room and will be used to focus on the active speaker in the room.

Camera switching should happen automatically through API integration with the delegate system. The two PTZ cameras should be monitored and controlled through the control system. The selected camera feed should be

ingested with separate digital audio to the MTR system and embedded audio to the MATV system. These cameras will all be wall mounted.

4.1.5 Source Devices

These rooms each require two Cable Access Enclosure. One will be installed in the front of the room near the control desk and the other on the table near the rear.

4.1.6 Audio System

Suitable audio amplifiers and digital sound processors (Supporting Dante and AEC) should be sized for this design. Surface mount speakers are required to amplify presentation audio as well as the far side active speaker audio. Closed-back ceiling speakers are needed for the distributed audio requirements. These should all be in accordance with the General design specifications laid out in Section 4.

4.1.7 Delegate system

Nineteen all-in-one tabletop delegate systems with microphones and integrated touch screens are required in Committee Room 1 and twenty-one units in Committee Room 2.

The system should seamlessly accommodate the floor language along with translation capabilities for two additional languages per committee room, which requires all delegate systems to be equipped with wired headphone connections and user-friendly language selection interfaces to ensure multilingual inclusivity.

20 Digital Body Pack Receivers are required per committee room to enable wireless language distribution.

Please refer to the General design specifications laid out in Section 4 for the above.

4.1.8 Legacy and External Feeds

Over and above the in-room Video and Audio routing requirements, the following external and legacy systems must also be incorporated:

MATV System

- Camera Video and room audio Feed sent to the Microsoft Teams Room system, should be routed to the legacy MATV System via Composite Video and Stereo Audio. The content will be ingested into the MATV system which is centrally located within the control room.

4.1.9 Control System

An Ethernet-enabled control processor is essential for central control, monitoring, and troubleshooting of all interconnected AV equipment and systems. This control processor must be supplied with a 7" Tabletop touch panel and allow for single button automated start-up as well as easy control of the individual room functions. Occupancy sensors are required for both Committee Rooms with ultrasonic and passive infrared detection technologies. This will allow the system to be switched off should the room be empty for a certain amount of time.

PHASE 1

4.2 Council Chambers

4.2.1 Room Description and Purpose

The Council Chamber in the Western Cape Provincial Parliament is a dedicated space for elected Members of Provincial Parliament (MPPs) to meet and make important decisions. The main areas within the council chambers are the Main Council Chambers Floor, Guest Gallery, Press Gallery, Public Gallery and the Control Room.

4.2.2 Design Concept

The Council Chambers, designed to accommodate sixty-one delegates, will feature comprehensive AV capabilities. This encompasses wired presentation support, dedicated Microsoft Teams Room systems for multilingual video conferencing, inclusive integration of sign language, and seamless audio amplification for both presented content and far-end audio during video conferencing sessions. Each Microsoft Teams Room system will be equipped with its own user-friendly touch panel to manage calls, while overall room control will be facilitated by dedicated touch panels in the control room and on the chamber floor.

The Council Chambers will also include advanced voting functionality and translation capabilities for two additional languages, with distribution through delegate systems and a combination of wired and wireless audio distribution methods. The AV production system will facilitate content recording, allowing for post-production and editing, while enabling live streaming of proceedings to popular online platforms, including Facebook, YouTube, and others.

The delegate system will feature advanced AV capabilities which include RFID card sign-in for enhanced security and convenience. It will also offer benefits such as improved access control, streamlined registration, and data analytics. The system will also include features like allocated time countdown for speakers, support request functionality, and real-time displays of voting results and meeting agendas, promoting efficient and informed participation in meetings.

4.2.3 Display Devices

Council Chambers Main Displays:

As delegates are seated all around the venue the main displays will be made up from six UHD Professional LCD displays. The displays should be a minimum of 86" but should be sized so that delegates can easily view 8-point font at 1080p. These displays must be strategically positioned, with three units mounted on each side of the chamber, guaranteeing an unobstructed view of content for all delegates. These displays must be wall mounted.

Public Gallery Displays:

In the Public Gallery, the existing displays must be replaced with new Professional LCD displays. This enhancement will offer superior visual quality and clarity for the audience, enhancing the overall viewing experience during proceedings. These displays will require a custom bracket to allow them to be fitted in the bulkhead and must be sized to fit into the space and allow the viewers in the gallery to read information easily.

Control Room Displays:

Within the Control Room, a total of four 27" IPS Monitors will be installed to provide comprehensive monitoring and control capabilities. These monitors will facilitate the display of Program, Preview, and Multiview content from the video production mixer. The fourth monitor will be allocated to the Integrated soft WCPP VC system, acting as a central platform for sign language interpreters and guest speakers to participate seamlessly in the proceedings. A quad layout display configuration will be required.

The Council Chambers Main Displays and the Public Gallery Displays must receive their 4K content through individual **NDI receivers**. These displays should be easily configurable and compatible with the system's NDI Genlock feature for precise synchronisation with other cameras and devices. Due to the nature of NDI, all display devices will have the capability to present different content as needed, offering maximum flexibility and versatility in content delivery.

4.2.4 Video Production system

An NDI Video Production system is needed for up to **4K UHD** video production, allowing flexibility in handling non-standard aspect ratios, frame rates, and resolutions. It should accommodate various cameras and devices, support NDI Genlock for precise video synchronisation, facilitate pan-tilt-zoom camera control, assign **PTZ cameras** to external sources, and enable direct router source switching.

Remote callers from Microsoft Teams must be seamlessly integrated into the system to provide enhanced integration capabilities. Through Microsoft Teams users should be able to bring in sign language interpreters and guest speakers into the system remotely as a raw video feed, which will be ingested into the production system and presented in any which way (ie. overlay, side-by-side, picture-in-picture, and full screen)

The system should provide a clean video mix without graphical overlays, support simultaneous output in standard and high definition, and have configurable output resolutions. It should excel in live streaming, facilitate video editing, media management, media retrieval, and system backup for seamless production workflows.

The system is expected to provide extensive audio customisation options, allowing users to set adjust frequencies for both inputs and outputs. It must also address synchronisation issues between audio and video sources through a configurable audio delay setting. The system must also support independent audio input channel routing, enabling tailored sound combinations for output and recording.

The system should integrate with the **Dante networking protocol**, allowing compatibility with IP-connected audio devices. It should include a stereo output jack and individual volume control for headphones for personalised audio monitoring. Professional grade over ear headphones should be provided. AI-powered tools should be equipped to maintain audio quality and automatically detect voices. The system should facilitate real-time collaboration for production teams, extending its reach to remote producers, editors, and talent. It should also enable the exchange of video, audio, and data within a local network using NDI technology. The system should offer remote control capabilities, allowing users to manage the system from other networked devices. The system should also provide efficient media asset management, fostering collaboration among remote team members and integrating virtual sets and augmented reality elements.

A high-quality ergonomic 2-stripe professional video switching board is needed for the video production system to provide precise control over cameras, integrated devices and software components enabling operators to manage complex productions effectively.

Robust hardware and comprehensive support and training resources are essential for stability and reliability in live production so please include sufficient training for advanced users of the system, and make sure that the proposed hardware has redundancy built into the system.

4.2.5 Unified Communications Device

Over and above the Microsoft teams integration required within the video production system, the Council chambers also require three Microsoft Teams room systems, dedicated for the floor language and each of the two translated languages. This will allow attendees to join each sitting in their language of choice.

4.2.6 Source Devices

The Council Chambers requires three Cable Access Enclosure. One will be installed in the front of the room, one in the back of the room, and one in the control room.

Users should also be able to share content wirelessly into the production system.

4.2.7 Cameras

Seven PTZ Cameras utilising NDI technology will be strategically positioned to enhance the visual coverage within the Council Chambers. Two additional Pre-Event Cameras will be deployed, strategically placed in the Reception Lobby / Chamber Marble area, offering advanced coverage for events and meetings before they officially commence.

4.2.8 Delegate system

An audio engine with recording functionality is required. This audio engine should serve as the central processing and signal handling unit for the Delegate System Network, offering full conference functionality without the need

for a dedicated computer. The audio engine should include convenient controls on the front panel, such as a volume dial and a record button, for easy access.

Sixty-One all-in-one tabletop delegate system with gooseneck microphones and integrated touch screens are required. This amount comprises of fifty-nine standard wired delegate microphones, a wired chairman microphone and to support public hearings, a mobile podium is required, complete with a wired standard delegate microphone. The design should be slim, contemporary, and user-friendly.

The system should seamlessly accommodate the floor language along with translation capabilities for two additional languages which requires all delegate systems to be equipped with wired headphone connections and user-friendly language selection interfaces to ensure multilingual inclusivity.

Standalone wired language distribution is required in the main chambers and gallery area. The following quantities are required in each area, eleven in the Main Chamber, twenty-eight in the Guest Gallery, twelve in the Press Gallery, and sixty-two in the Public Gallery. Wireless Language distribution is also required in the Main Chambers and twenty Digital Body Pack Receivers must be provided.

The delegate system must include an internal signage application to streamline information delivery to delegates through in-room displays. This feature will ensure that critical content, including elements like pie charts illustrating recent voting results, an agenda, the title of the meeting, the Speaker list, Meeting timer, Delegate speech timers, Group list as well as group speech timers and various others is presented effectively. All signage content must be seamlessly ingested into the production system.

The delegate system must integrate a custom “service call” button through API. When activated, the service request button should trigger its corresponding events via the API, which will be acknowledged by the Control system, which in turn will display the request on a dedicated 10" touch panel at the support staff's station. The assistants will then acknowledge the request which will send a confirmation back to the delegate, and in turn clear the specific service request. This feature is designed to elevate user interaction and streamline service requests with minimal disruptions.

The proposed delegate system should facilitate user authentication through RFID cards, providing a seamless and secure means for individuals to access the system. Central to this feature is the inclusion of an RFID reader/writer, which is essential for configuring and preparing these cards for delegates. The system should encompass 100 RFID cards, each accompanied by custom lanyards. Additionally, a printer is necessary to enable card personalisation, ensuring they are user-specific, thereby enhancing overall security and convenience in the authentication process. Discussions will be initiated with the appointed service provider to explore the potential use of existing cards for authentication.

4.2.9 Switching and Routing

This Council Chambers AV system has been meticulously designed around the NDI (Network Device Interface) protocol, setting the stage for an advanced and flexible system that seamlessly integrates with existing AV network. When it comes to switching and routing, this system design takes full advantage (despite Legacy system integration requirements highlighted below) of the NDI framework, eliminating the need for specific, dedicated hardware.

4.2.10 Audio System

Suitable audio amplifiers and digital sound processors (Supporting Dante and AEC) should be sized for this design. Surface mount speakers are required to amplify presentation audio as well as the far side active speaker audio. Closed-back ceiling speakers are needed for the distributed audio requirements. These should all be in accordance with the general design specifications laid out in Section 4. The areas that would require audio amplification are the Guest Gallery, the Press Gallery, the Public Gallery and the Council Chambers floor.

Voice pickup in these rooms will be facilitated through the proposed delegate system.

Seven overhead microphones will be required in the chambers to pick up all participants. These must be directly routed to the Production system, mixed in with the delegate system audio, and exported to the Winscribe system for recording and transcription and must also be routed to the recording software on a PC, which will be capturing live audio of the room, all the time.

4.2.11 Legacy and External Feeds

Over and above the in-room Video and Audio routing requirements, the following external and legacy systems must also be incorporated:

Tafelberg Room (Media Suite)

- Ten additional outputs in the Tafelberg room, enabling media connections via a single distributed feed (3G-SDI). An additional ten XLR audio outputs should be catered for. All these outputs must be installed in a centrally located wall box.

MATV System

- Program Video Feed routed to the legacy MATV System via Composite Video and Stereo Audio. The content will be ingested into the MATV system which is centrally located within the control room.

DSTV Feed

- Program Video Feed routed to DSTV via 3G-SDI. The content will be broadcasted from the equipment rack, where the DSTV capturing equipment has already been deployed.

Reception

- A setup in the Reception Lobby, facilitating video distribution for live events through 3G-SDI, and XLR audio ensuring that a wider audience can engage with the proceedings when required. These 2 outputs will be installed on a wall box.

4.2.12 Control System

An Ethernet-enabled control processor is essential for central control, monitoring, and troubleshooting of all interconnected AV equipment and systems.

The system should feature a 10" tabletop Touch panel to be installed on the Chambers floor at the secretary position. A tabletop touch panel display with a minimum size of 15" is required in the Ocontrol room. Two 10" will be positioned where the support staff reside allowing them to acknowledge support requests from the delegates. All these touch panel displays need to allow for single button automated start-up as well as easy control of the individual room functions.

Two occupancy sensors should be installed in the Council Chambers with ultrasonic and passive infrared detection technologies. This will allow the system to be switched off should the chambers be empty for a certain amount of time.

PHASE 3

4.3 Auditorium

4.3.1 Room Purpose

The auditorium is a simpler more versatile space than the Main Chambers. Equipped with a standard suite of technology to support the room's requirements.

4.3.2 Design Concept

The Auditorium should be designed to cater for wired presentation capabilities, video conferencing through a dedicated Microsoft Teams room system and a microphone system that not only facilitates in-room voice lift but also enhance voice pickup during a conference call through a basic discussion system. Audio amplification of presented content as well as far side audio during a VC call is required. General AV device control is required through a tabletop touch panel.

4.3.3 Display Devices

Two displays are needed in the auditorium, both showing the same content. The primary display is a ceiling-mounted projection system with a minimum 8000-lumen laser output and 1920x1080 native resolution that will be projected onto a seamless 16:9 fixed frame screen. The laser light source should last for 20,000 hours on high power, and external monitoring and control are essential.

A 27" confidence monitor with tilt mount installed on the table in the front of the room is needed to mitigate any line-of-sight challenges and encourage face-forward presentations, ensuring that presenters can confidently engage with the audience.

4.3.4 Unified Communications Device

A Microsoft Teams Room system is required to enhance communication and collaboration and to facilitate linking any one of the conference rooms or council chambers with the Auditorium. The system should integrate with external audio components as specified.

Two cameras are required in the Auditorium. These cameras will be installed on either side (front and back) of the room and will be used to focus on the active speaker in the room switching between presenter tracking and active delegate speakers. Camera switching should happen automatically through API integration with the delegate system. The two PTZ cameras should be monitored and controlled through the control system.

4.3.5 Source Devices

These rooms each require two Cable Access Enclosures. One will be installed on the lectern and the other on the main table.

4.3.6 Audio System

Suitable audio amplifiers and digital sound processors (Supporting Dante and AEC) should be sized for this design. Surface mount speakers are required to amplify presentation audio as well as the far side active speaker audio. Closed-back ceiling speakers are needed for the distributed audio requirements. These should all be in accordance with the general design specifications laid out in Section 4.

Voice pickup in these rooms will be facilitated through the proposed discussion system as well as a dedicated lectern microphone.

4.3.7 Discussion system

The Auditorium will feature a basic discussion system, with fifty-eight delegate microphones. The requested discussion system is a tabletop solution featuring a 50cm gooseneck microphone and each unit needs to be shared between two delegates. Its design should prioritise a sleek, modern appearance while ensuring user-friendliness. The system is expected to facilitate participant interaction, through basic discussions with crystal-

clear sound and excellent intelligibility. No Translation, Authentication, Voting, or signage is required in this design, this is just a basic discussion system. The Chairman unit must have basic control features such as the ability to silence all delegate microphones and allows only the chairperson to speak. A Next-in-line button that gives the floor to the next speaker in a waiting list of speakers. The delegate units should have a push-to-talk button.

4.3.8 Control System

An Ethernet-enabled control processor is essential for central control, monitoring, and troubleshooting of all interconnected AV equipment and systems. This control processor must be supplied with a 10" Tabletop touch panel and allow for single button automated start-up as well as easy control of the individual room functions.

Occupancy sensors are required for both Committee Rooms with ultrasonic and passive infrared detection technologies. This will allow the system to be switched off should the room be empty for a certain amount of time.

4.4 Members Lounge

4.4.1 Room Purpose

The member's lounge is a designated area exclusively accessible to members of the Parliament. The Member's Lounge is divided into three spaces, each designed to provide a comfortable and premium environment where members can relax, socialise, work, or engage in various activities. For bigger events the rooms can be combined.

4.4.2 Design Concept

The Members Lounge, consisting of four distinct areas, the Lobby and three lounge areas. Each of the lounges must be equipped with a suitable light commercial display for optimal viewing which will primarily be used to view the MATV broadcast. The lobby remains display-free for a welcoming ambiance. These three rooms can be used independently, or combined for larger events, where users will have the ability to share content wired or wirelessly to all the displays in the room. A handheld and a lapel microphone should also be included to allow for voice lift during larger presentations.

4.4.3 Display Devices

A 65" Light Commercial Display is required for each lounge to display the feed from the MATV System and display the content being shared from the Centre Lounge when combined.

4.4.4 Source Devices

A wall plate supporting HDMI and USB-C will be installed in the Centre Lounge, together with a dongle based wireless presentation device that will allow for content sharing without the need to install any apps. These sources will be distributed to all displays when the rooms are combined.

An audio-only media player with built in Bluetooth, USB and Tuner will need to be centrally installed and distributed to all rooms. This will allow users to connect to the room audio system using Bluetooth from their mobile phones.

The Members Lounge must be equipped with a handheld microphone mounted on a microphone stand and a lapel microphone. Each Lounge must also feature a 3.5mm Stereo Jack Input to accommodate playback of background music.

4.4.5 Audio System

Suitable audio amplifiers and digital sound processors (Supporting Dante and AEC for future use) should be sized for this design. Surface mount speakers are required to amplify presentation audio as well as the far side active speaker audio. Closed-back ceiling speakers are needed for the distributed audio requirements. These should all be in accordance with the general design specifications laid out in Section 4.

For audio playback, this design must feature independent audio zones for the three lounges and the lobby. Wall-mounted speakers must be used within each lounge, while the lobby should have ceiling speakers for balanced sound distribution.

4.4.6 Control System

An Ethernet-enabled control processor is essential for central control, monitoring, and troubleshooting of all interconnected AV equipment and systems. This control processor must be supplied with a 5" touch panel, which will give users the ability to control each room remotely, and also override any audio being transmitted to the rooms individually or when combined. It should also be able to control the media player.

A wall-mounted keypad controller must be mounted in each lounge with zone specific controls which include:

- System On/Off
- Volume Up/Down
- Input Selection

Additionally, an audio control panel is required with volume and mute controls for the lobby.

4.5 Library

4.5.1 Room Description and Purpose

The library serves as a resource centre for information and learning, providing a range of materials for research, education, and personal development. The library also offers a quiet environment for individuals to immerse themselves in reading and expand their knowledge.

4.5.2 Design Concept

A Light Commercial Display must be installed above the bookcase on the left-hand wall to display the MATV System feed. This display will be controlled from a Keypad, offering basic controls such as Power On/Off, Volume Control, and Input Selection.

Additionally, an interactive kiosk will be set up. This kiosk will serve as a gateway to the library's digital content web portal, allowing users to browse the library's collection, reserve books, access digital archives, and avail other library services.

4.5.3 Display Devices

A 65" Light Commercial Display is required to display the feed from the MATV System. This display must feature built-in speakers to facilitate Audio Playback. The Display will be ceiling mounted.

The interactive kiosk should have a 27" display oriented in portrait mode and should be fitted with a sturdy floor stand to guarantee stability and ease of access. The kiosk should have a dynamic touch screen interface to enable smooth user interaction, and it should have HTML5 features to allow internet browsing and access to web-based Portals. It should provide simple navigation through multimedia content and applications, acting as an efficient instrument for spreading information and improving user experiences.

4.5.4 Control System

A wall-mounted keypad controller must be mounted close to the display to provide basic control which include:

- System On/Off
- Volume Up/Down
- Input Selection

4.6 Reception and Security Area

4.6.1 Room Description and Purpose

The reception area is typically the first point of contact for visitors. It's designed to be welcoming and comfortable, often furnished with seating arrangements for visitors to wait. The security area is crucial for maintaining the safety of the building and its occupants.

4.6.2 Design Concept

The proposed design concept revolves around the upgrading of two areas, the Reception and Security Area. Both these areas should be able to display the MATV feed, and users should be able to present content in the security office through a wall plate supporting HDMI and USB-C.

4.6.3 Display Devices

The Display at Reception and in the Security area must be replaced with Light Commercial Displays to receive the MATV Feed. Both Light Commercial Displays must have built-in Speakers. Both these displays will also be wall mounted and should be sized to fit the current installation position.

4.6.4 Source Devices

A Presentation wall plate supporting HDMI and USB-C will be installed in the Security Area.

4.6.5 Control System

A wall-mounted keypad controller must be mounted in the cupboard at the Security Area to provide basic control for the Display which include:

- System On/Off (Both Displays)
- Volume Up/Down
- Input Selection

5. Installation Standards (All Phases)

5.1 Equipment Mounting and Storage

Equipment racks must be fitted into equipment closets, furniture or in dedicated equipment rooms as identified on the Drawings. Components must be mounted in the rack so that future removal and replacements can be achieved quickly and without jeopardising the unit's reliability. 'Double-sided tape' is not allowed to be used for any equipment installation, and devices installed on a vertical surface must be firmly fixed with the correct mounting hardware. Adhesive Velcro pads may be used when installing equipment on a shelf within a rack.

Unless otherwise explicitly indicated, no equipment may be placed on a shelf or within a cupboard without sufficient ventilation and the correct mounting hardware to facilitate easy servicing.

Under no circumstances may any piece of equipment be installed directly on top of another item. Sufficient rack mount shelves must be provided to accommodate all equipment.

Any special techniques or precautions that need to be taken into consideration with regards to equipment storage must be clearly stated in the Bid Documents.

5.2 Rack Thermal Management

All gaps between equipment installed in an equipment rack must be covered by either vent panels (in the lower half of the rack) or blank panels (in the upper half of the rack) to provide for convective cooling flow through the rack enclosure. The installation of vent panels should be avoided towards the top of tall racks to prevent thermal short-cuts within the rack.

Amplifiers and any other equipment known to have high heat outputs must be fitted to the rack following the manufacturer's recommendations and must be correctly spaced to avoid a build-up of heat.

Where fan-assisted cooling is required in a rack, this must be achieved using the rack manufacturers approved fan trays. These must be fitted to the top of the rack to ensure the correct airflow throughout the full length of the rack. Rear doors or panels must be fitted where fans are required, and the front elevation of the rack must be fully populated using blanks and vent panels as described above.

5.3 Load Ratings

5.3.1 Dead-Loads

A dead load includes loads that are relatively constant over time, including the weight of the structure itself, and are considered immovable. Dead loads are also known as permanent or static loads.

All devices that may be considered a Dead-Load, for example, a wall-mounted loudspeaker, must use appropriately rated mounting hardware (such as brackets). All hardware and fasteners used must also have a working load limit of no less than 1.4 x the weight of the device and must have a 5:1 safety factor on the hardware used.

5.3.2 Live-Loads

Live loads, or dynamic loads, are temporary, of short duration, or are moving loads. Additionally, items that are suspended with steel cables, chains, scissor mechanisms etc. are also to be considered live loads.

These dynamic loads may involve considerations such as impact mechanics (shock loading of the steel cables, chains, scissor mechanisms etc), momentum, vibration, and material fatigue. As such, all mounting hardware (such as brackets) and fasteners must be rated to have a working load limit of no less than 1.7 x the weight of the device and should have a 10:1 safety factor on the hardware used.

5.4 Safety Cables

All equipment installed overhead in a location that is accessible to people must be installed using an additional safety cable (ceiling speakers, projectors, etc). The safety cable and anchor used must have a minimum safety factor of 10:1 based on the weight of the item being secured. The safety cable should be of the correct length so that the item being secured cannot fall lower than its originally installed position.

5.5 Fasteners

Any fasteners that the AV Contractor provides to facilitate interfacing brackets, mounting hardware with the building structure supports etc., should be of correct grade and quality and may be subject to WCPP approval.

All fasteners are to be suitably rated and specified for their intended use and load capacity. All fasteners are to be used in the materials and environment they were designed for. i.e. Wood screws not be used in steel.

5.6 Electrical Supply

All electricity supplies will be provided by the Electrical Contractor terminating in 220V single phase plug points or isolators within one metre of the equipment to be connected.

The AV Contractor must provide full details and location of all electricity supplies required in good time to suit the Project Manager's project plan. Critical rooms, systems and equipment will be connected to a UPS. The AV contractor must liaise with the Electrical Contractor to ensure all requirements are met.

The AV Contractor is responsible for all final connections between the above-mentioned plug points or isolators to the equipment supplied for this project.

Where possible, 2-pin "Wall-Wart" type power supplies should be avoided. Where this is unavoidable, these must be supplied with an in-line cable adaptor (2-pin female to cable), and the adaptor must be fixed to a surface. Direct '2-pin to 3-pin' fixed adaptors may not be used under any circumstance.

5.7 Wiring Standards

Floor boxes may be needed in the installation of the audio-visual solution, and these will contain both power and the appropriate connections for the audio-visual system. The supply and installation of the floor boxes and power outlets will be carried out by the Electrical Contractor. The AV Contractor is required to liaise with the Electrical Contractor to ensure that the floor boxes are correctly sized for the audio-visual services.

The cable bend radius must not be less than 20 times the cable diameter and under no circumstance must the manufacturer's minimum bend radius be violated. Cables must be sufficiently supported and protected where they pass over any obstruction to avoid damage to the cable. Any cables subject to excessive bending, kinked, crimped, or otherwise damaged during installation will need to be replaced at the expense of the AV Contractor.

Any rack containing equipment utilising Captive Screw type (Phoenix) connectors should have lacing bars installed at approximately 75mm from the rear of the equipment to ensure adequate cable support.

All cables must be run continuously between system components. No joints, splices or intermediate connections will be permitted, except at rack connection panels, wall and floor box plates or similar dedicated interface points.

All CAT cables used in the system for video transmission (HDBaseT Type) must be shielded from end to end. Stranded CAT cable patch cords are to be used to connect keystone jacks to devices. All CAT cables with a solid core must terminate in punch down keystone connectors. No RJ45 connectors are permitted on solid core CAT cable.

Adhesive-only cable tie bases used for cable installations are not acceptable. Where adhesive cable tie bases are used, they must be supplemented by a screw fixing (or another appropriate method) to ensure the base does not come loose from its mounting surface over time.

A minimum of a 250mm tail must be left for cut-off before all terminations, and where appropriate, a minimum of a 3000mm tail must be provided for any under-floor cabling to floor boxes to allow final positions to be relocated if required. All terminated cables must be left with sufficient spare length to allow a further two re-terminations of the relevant connector.

Cable fixing must not cause deformation or any other damage to the cable. Particular care should be taken when installing plastic cable ties within the system so that they are not overtightened. Cable ties must be flush cut to avoid injury. Hook & Loop (Velcro) straps are the preferred method of fixing.

Cabling must not be directly embedded in concrete mortar or plaster, and appropriately sized conduits or cable trays must be used. It is the responsibility of the AV contractor to provide full details and location of all conduits and cable trays required in good time to the Project Manager.

Cabling should not be run along or across expansion gaps or any separations in concrete slabs, walls, or other structures. Should it be necessary to cross any such point where relative movement of surfaces is anticipated, an adequate cable loop must be installed to avoid cable damage.

All cabling provided under this contract must be installed with a numbering scheme. Each cable must be noted on the schematic diagrams with a unique number, and this number must uniquely identify the cable within the system. All cables must be permanently labelled at each end with the relevant cable number using push-on cable markers or printed self-adhesive, self-laminating labels. Clip-on cable markers or handwritten labels are not acceptable. Additional information as to the cable function within the system may be provided on the label but is not mandatory. The numbering scheme to be used for all cables on site must be submitted to the WCPP for approval in advance.

5.8 Cable Termination

For CAT 5, CAT 5e and CAT 6 terminations:

- All cables to be terminated using the T568B standard unless noted otherwise.
- Standards for cable preparation must be adhered to and cut using correct guidelines for conductor lengths.
- Correct die tool must be used for this purpose and must be in good working order.
- All connectors to have appropriate boot fitted matching the colour of the cable.
- A test report showing performance characteristics and length (excluding patch cables) is required for each terminated cable point.
- All CAT cables with a solid core must terminate in punch down keystone connectors.
- No RJ45 connectors are permitted on solid core CAT cable unless they are specifically designed for the purpose.

For screw terminal connections:

- Each conductor, including those in multi-conductor cables, are to be crimped using suitable bootlace ferrules.
- No copper should be visible once crimped.
- Multi-conductor cables require black heat shrink to be applied at the junction where the conductors are separated from the overall casing. The minimum length of the heat shrink should be based on the following formula: $(10\text{mm} + 2 \times \text{outside diameter of the Multi-core cable})$.
- Bare ground/earth wires in Multi-conductor cables must be covered in green heat shrink and then terminated as a normal conductor.
- Ensure sufficient copper is exposed to ensure a strong crimp.

For solder terminal connections:

- Each conductor must be stripped back and tinned sufficiently to be embedded into the receiving solder terminal as far as possible to ensure a good connection.
- As little copper as possible should be visible (trim as required), and the cable insulation should be fitted close to the solder terminal.
- Where applicable, High Voltage terminals will require insulating heat shrink applied. The length should sufficiently cover all exposed cables and terminals for safety.
- Multi-conductor cables require heat shrink to be applied at the junction where the conductors are separated from the overall casing. The minimum length of the heat shrink should be based on the following formula: $(10\text{mm} + 2 \times \text{OD of the Multi-core cable})$. All heat shrink to be black unless specified otherwise.
- Bare ground wires in Multi-conductor cables must be covered in green heat shrink and then soldered as a normal conductor.

5.9 Containment Systems

Where appropriate, any special back boxes to suit the audio-visual equipment supplied must be handed over to the Electrical Services Contractor for fixing in the required positions.

Audio-visual cables may not share a cable tray, cable way and/or conduit with power cabling, unless agreed by WCPP prior to installation.

When determining the cable tray, cable way and/or conduit specifications, the cable routes should not be loaded to more than 80% of the specifications to allow for a sufficient margin of error for cable/tube weights and physical dimensions.

All cables must be stacked/contained to no more than 80% of the cable tray height or conduit capacity. Correct dimensioning of the cable routes is required to ensure this is maintained.

Unless indicated otherwise, cable routes are to be single level with sufficient clearance above to allow for the installation of cables easily. Should multi-tier cable routes be installed, sufficient clearance above and below should be considered to facilitate installation of cables without obstruction, including access to cables for maintenance.

Any right angle, horizontal to vertical transitions or vice-versa should maintain sufficient dimensions to consider the cable/tube minimum bend radii.

Unless noted otherwise, cable routes located in passages, walkways, back-of-house etc. that are used to bring equipment into these areas are to be installed with minimum clearance from FFL of 2200mm. Cable trays located in equipment rooms and/or above equipment and equipment racks require a minimum clearance of 2400mm from FFL.

5.10 Sealing of Penetrations

5.10.1 Acoustic Sealing

Wherever cables need to penetrate walls, floors or ceilings, acoustic sealant or an acoustic enclosure must be supplied and installed to maintain a degree of acoustic separation at least equal to the original material. The AV Contractor is responsible for researching the relevant acoustic performance specification of materials where such penetrations occur.

5.10.2 Fire Barrier Penetrations

Where cables penetrate firewalls, ceilings, floors or any other fire-rated barrier, sealant for those penetrations must be supplied and installed to the approval of the Local Authorities.

5.11 Earthing of Equipment

The following precautions must be taken in the earthing and protection of the associated equipment:

- The AV Contractor must ensure that all equipment is properly earthed, including equipment racks.
- Where a dedicated earth is provided by the Electrical Contractor, all AV equipment must be isolated from the general earth and any equipment linked with the general earth.
- The AV Contractor must detail any additional earthing requirements to the Electrical Contractor.

6. Reference Standards

All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within the following references.

- UL: Underwriters Laboratories.
- EIA: Electronic Industries Alliance.
- ECIA: Electronic Components Industry Association.
- TIA: Telecommunications Industry Association.
- AVIXA (formerly InfoComm) International.
 - ANSI/InfoComm A102.01:2017 Audio Coverage Uniformity in Listener Areas.
 - ANSI/InfoComm 2M: 2010, Standard Guide for Audiovisual Systems Design and Coordination.
 - ANSI/InfoComm 3M: 2011, Projected Image System Contrast Ratio.
 - ANSI/InfoComm 10:2013, Audiovisual Systems Performance Verification.
 - ANSI/InfoComm 4:2012, Audiovisual Systems Energy Management.
 - ANSI/InfoComm V202.01:2016 Display Image Size for 2D Content in audio-visual Systems.
 - AVIXA F502.01:2018 Rack Building Audiovisual Systems
 - InfoComm F501.01:2015 Cable Labeling for audio-visual Systems (CLAS).
 - InfoComm Dashboard for Controls.

Wherever possible, Audio-Visual equipment (such as display units) must be “ENERGY STAR qualified” products or equivalent international certification program.

Local regulations and codes are to have precedence over the standards above, where enforced and relevant.

7. TENDER RESPONSE GUIDELINES

System Descriptions

A full technical description of the principles and merits of the offered design must be provided, including the functionality that will be available in the venue after the systems have been implemented. Where offered equipment or system designs deviate significantly from the specifications and functionality requested, this should be pointed out and reasons offered for the deviation. WCPP reserves the right to accept or reject such deviation.

Bids will be adjudicated not only based on cost competitiveness but also on evidence of technical competence.

In addition to any tender documents requested by the WCPP, AV Contractors must submit the following documentation in electronic format:

7.1 Integrator Qualifications and Capabilities

Please provide the following information about your company and the team responsible for the design and delivery of this system.

7.1.1 AV Contractors General Information

- Provide a corporate brochure or presentation on your company.
- Provide company size and capability to perform work in the Western Cape.
- Industry affiliations (AVIXA, SACIA, etc.)
- Manufacturer certifications (related to the items in the design only)

7.1.2 Reference Projects

- Provide information on at least three completed projects of similar scope and scale within the past 24 months.
- For each project, include the contact information (person's name, position, and telephone number or email address), project location, type of systems installed, total contract amount, date completed, and services included (e.g., engineering, installation, integration, maintenance, etc.)
- The WCPP is likely to take up written and/or telephone references from the contacts supplied in this response.

7.1.3 Project Team

- Describe your engineering capabilities and ability to prepare project drawings.
- Provide an overview of the team and the members likely to be assigned to design and deliver this project should you be awarded this contract, including, but not limited to the Project Manager, Systems Engineer, Field Installation Supervisor, Lead Control System Programmer, and other key personnel. Please state names, qualifications, certifications (CTS, CTS-I/D, PMP), and relevant experience of the individuals.
- Identify who will be the single point of contact.
- Subcontract Information: Indicate in the bid, all subcontractors that will be used and their responsibilities and qualifications.

7.2 Bill of Quantities

AV Contractors are required to include a comprehensive PDF pricing schedule as part of their final submission package. This schedule should encompass costs related to all hardware, implementation, and ongoing support.

Any hardware from the WCPP's existing assets that will be reutilised in this project must be marked in the Bill of Quantities and presented with a zero cost for easy identification.

IMPORTANT: For easy processing during the bid review process, AV contractors are also expected to supply their detailed Bill of Quantities in Excel format as a part of their submission.

7.3 System Schematics

A detailed system schematic must accompany each system design in your submission. Schematics must show all Audio-visual equipment listed in the Bill of Quantities, and all items must be clearly labelled.

7.4 Service Level Agreement (SLA)

The AV Contractor must include a comprehensive SLA offering in their proposal. This SLA should account for the continued support and upkeep of the venues in question for one year from Go-Live date. The SLA should be based on attendance to system faults or disruptions by the next business day, ensuring minimal downtime and disruption to the business operations.

The SLA should also include an option for an on-site resource to manage the facilities and operate the main chambers equipment during sittings.

The SLA should also detail the communication process for service disruptions. This should include the channels through which they will notify the WCPP of any issues, updates on repair progress, and final resolution reports.

This comprehensive SLA will be essential in ensuring high service availability and reliability of the AV systems post-installation. It's worth noting that the decision to opt in for the SLA proposed will ultimately rest with WCPP.

7.5 SSA Clearance Requirement

The award of this bid is contingent upon the successful bidder possessing a valid SSA clearance certificate (State Security Agency Clearance) at the time of the award. If the bidder does not have this certificate when the bid is awarded, the tender cannot be granted. When submitting the bid, evidence must be provided that the SSA clearance application process has started.

8.BID SPECIFICATION COMPLIANCE CHECK

The bidder must complete the following mandatory table: By indicating the PDF name and relevant page reference number, where the bidder confirms that they will meet the specified deliverable.

Description	Bid Document Name(s)	Page Number(s)
PHASE 1 SOLUTION AND BOQ		
PHASE 1 COSTS		
PHASE 1 IMPLEMENTATION PLAN		
PHASE 2 SOLUTION AND BOQ		
PHASE 2 COSTS		
PHASE 2 IMPLEMENTATION PLAN		
PHASE 3 SOLUTION AND BOQ		
PHASE 3 COSTS		
PHASE 3 IMPLEMENTATION PLAN		
DRAFT SLA: 12 MONTH MANAGED SUPPORT AGREEMENT		
PROJECT LEAD AND PROJECT METHODOLOGY		
EVIDENCE OF REQUIRED AV CERTIFICATION AND AFFILIATIONS		
CLIENT REFERENCES ATTACHED		
INTEGRATION WITH MICROSOFT TEAMS ROOMS		
PROJECT TEAM CV's AND EXPERIENCE AND CERTIFICATION.		
SCHEMATIC DIAGRAMS		
SUBCONTRACTOR MOUs WHERE APPLICABLE		
TRAINING PROGRAM FOR WCPP ICT		

9. EVALUATION CRITERIA A minimum of 80 points is required to move to the next phase.

The specific evaluation criteria, with weightings, are given below:

Evaluation criteria - evidence for the evaluation to be provided here, with reference to the page number in the bidder's proposal	Max Weight	Bidder Page ref*
<p>A. SERVICE PROVIDER EXPERTISE AND EXPERIENCE</p> <p>Service Provider Expertise and Experience</p> <p>The bidder is required to demonstrate their capability to deliver the specified products and services, along with proven experience in implementing and providing audiovisual (AV) solutions.</p> <p>Capability Requirements (Max 10)</p> <ul style="list-style-type: none"> • Submission of evidence showcasing industry affiliations, such as AVIXA and SACIA (4). • Manufacturer certifications relevant to the items specified within the design (3). • Proof of certification as a reseller for the proposed technology stack (3). <p>Company Profile: (Max 3)</p> <ul style="list-style-type: none"> • Provide a corporate brochure or company presentation outlining your organization's history, expertise, and service offerings. (2) • Demonstrate company size and the capacity to execute work within the Western Cape region effectively (1). <p>Compliance Requirements: (Max 2)</p> <ul style="list-style-type: none"> • Submission of a signed Non-Disclosure Agreement (NDA). <p>Project References (Max 10) (1 + 3 + 3+ 3)</p> <p>Provide information on at least three completed projects of similar scope and scale within the past 24 months.</p> <p>For each project, include the name, contact information (person's name, position, and telephone number or email address), project location, type of systems installed, total contract amount, date completed, and services included (e.g., engineering, installation, integration, maintenance, etc.)</p> <p>The WCPP is likely to take up written and/or telephone references from the contacts supplied in this response.</p>	[25]	

<p>B. TECHNICAL CAPABILITIES</p> <p>Project Team and Roles (Max 8) 2 points per role</p> <p>Provide an overview of the team and the members likely to be assigned to design and deliver this project should you be awarded this contract, including, but not limited to the. State names and qualifications</p> <ul style="list-style-type: none"> • Project Manager, • Systems Engineer, • Field Installation Supervisor, • Lead Control System Programmer, and other key personnel. <p>Certifications (Max 6) 2 points per individual certification</p> <p>Evidence of (CTS, CTS-I/D) and relevant experience of the individuals.</p> <p>Blueprints and Standards (Max 6) minus 2 for any missing elements</p> <p>Describe your engineering capabilities and ability to prepare project drawings and provide full documentation of the implementation.</p>	<p>[20]</p>	
<p>C. SERVICE LEVEL AGREEMENT</p> <p>Service Level Agreement (SLA) Proposal for 12-Month Support Period</p> <p>The proposed Service Level Agreement demonstrates its effectiveness in delivering comprehensive support for chamber sittings and ad-hoc requirements over a period of 12 months after implementing the system. Key elements of the SLA include</p> <p>(minus 3 points for any omitted items below)</p> <ul style="list-style-type: none"> • Managed Service Agreement: Provision of support during scheduled chamber sittings and additional ad-hoc requirements as necessary. • Operational Support: Management and operation of camera systems from the control room during sittings, ensuring seamless switching and monitoring. • Audio and Delegate System Operation: Effective operation of audio and delegate systems during chamber sittings to ensure optimal performance. • Pre-Sitting Room Testing: Comprehensive system testing of the chamber facilities prior to sittings to guarantee readiness. • Translation System Support: Assistance in the preparation and operation of translation systems both prior to and during chamber sittings. • Onsite Training: Delivery of detailed and practical onsite training sessions for WCPP staff on all relevant systems and integrations. • Standard Operating Procedures (SOPs): Development and provision of well-documented SOPs, alongside dedicated handholding to ensure smooth transitions. • Incident and Service Request Response Times: Establishment of clear guidelines for prompt response and resolution of incidents and service requests. 	<p>[15]</p>	

<ul style="list-style-type: none"> • Weekly System Checks: Execution of weekly system checks every Monday, accompanied by a signed report detailing system performance. • Onsite Operational Support: Deployment of a dedicated Operations (OPS) team onsite every Thursday in the control room for direct support. • General AV Workflow Support: Provision of continuous assistance for all audiovisual workflows and operations. <p>This SLA ensures the systematic and efficient management of chamber sittings while empowering the WCPP staff with essential tools, skills, and procedures for sustained success.</p>		
<p>D: TECHNICAL SOLUTION (Max 40) Minus 5 for missing elements in the spec.</p> <p>Evaluation of Bidders' Technical Proposal The bidders' technical proposal shall be evaluated against the Western Cape Provincial Parliament (WCPP) solutions description, alignment with proposed standards, and Bill of Quantities (BOQ).</p> <p>This assessment ensures alignment with WCPP's operational requirements, quality expectations, and compliance with outlined specifications.</p> <p>Weighted Evaluation Structure</p> <p>The 40 points will follow a weighted average approach, distributed as follows:</p> <ul style="list-style-type: none"> • Phase 1 (60%): Comprehensive review and analysis of the Chamber deliverables • Phase 2 (25%): Assessment of Committee Room deliverables • Phase 3 (15%): Other venue deliverables <p>This facilitates a structured and equitable evaluation process to identify the most technically aligned and capable bid for the WCPP business requirement</p>	[40]	
TOTAL	[100]	

10. PHASE 3: THE 80/ 20 PRINCIPLE BASED ON PRICE AND PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022. – refer to WCPP 6.1, page 53 – 59 of the bid document.

11. PAYMENT TERMS

The WCPP undertakes to pay valid tax invoices in full within thirty (30) days from statement date for services rendered;

All supporting documents for services rendered should be submitted together with the tax invoices; and

Valid Tax Invoices for all services rendered are to be submitted to the Office of the Chief Financial Officer at the WCPP's Finance Section at the address on page 2 above.

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF THAT: -

1. The taxes of the successful bidder **MUST** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations – refer to the **PPPFA (Act 5 of 2000)** and **FMPPLA (Act 10 of 2009) Section 40 (e)**.
2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)” must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate (or a PIN) that will be valid for a period of twelve (12) months from date of issue. The Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the valid original Tax Clearance Certificate at the closing time of the bid will invalidate the bid.
3. In bids where Consortia/Joint Ventures/Sub-contractors are involved each party must submit a separate valid, original Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver’s Office.

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)**

1.NAME OF TAXPAYER / BIDDER: _____

2. TRADENAME: _____

3. IDENTIFICATION NO: (If applicable) / / / / / / / / / / / / / / /

4. COMPANY / CLOSE CORPORATION REGISTRATION NO. / / / / / / / / / / / /

5. INCOME TAX REFERENCE NO: / / / / / / / / / / / /

6. VAT REGISTRATION NO: (If applicable) / / / / / / / / / / /

7. PAYE EMPLOYER'S REGISTRATION NO: (If applicable) / / / / / / / / / / /

Signature of contact
person requiring Tax :
Clearance Certificate

Name :

Telephone Number :

Address :

Date :

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICES (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND/OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANYPERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLAINT.

NB: USE ONLY BLACK OR RED INK OR BLACK OR RED TYPEWRITER RIBBON TO FILL IN THIS FORM

(IMPORTANT: This form must be completed in full. *Delete which is not applicable.)

CLOSING TIME **11:00 ON 19 September 2025**

NAME OF TENDERER:

VALIDITY: 90 DAYS (from closing date)

TENDER NO. WCPPT 01/2025

ITEM NO.	DESCRIPTION	TENDER PRICE IN SA CURRENCY TENDER PRICE MUST BE INCLUSIVE OF VAT			
1	Audio visual refresh and enhancement project.	R			
Has a representative of your organisation attended the compulsory information session held on _____ (see paragraph 2 under tender conditions of the attached specification)?		A	*	YES	NO
Name of representative who attended the information session.		B			
Are you registered in terms of section 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act No. 89 of 1991), and if so state your VAT registration number?		C	*	YES	NO
Is a similar service presently rendered which may be inspected (preferably in Cape Town)?		D	*	YES	NO
Contact person and telephone number should any further information be required.		E			

DECLARATION OF INTERESTS, BIDDERS PAST SC&AM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of FMPPLA (Act 10 of 2009) Section 46 (b) with specific reference to the Western Cape Provincial Parliament, the Western Cape Procurement (Business Interest of Employees) Act No 8 of 2010, Practice Note 4 of 2006 Declaration of Bidders Past SC&AM Practices(WCPP 4), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management WCPP 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the central supplier database or IPS (ARIBA).

3. Definitions

“a person in the employ of the state” means

- (a) a member of the board of directors of any municipal entity;
- (b) an official of any municipality or municipal entity;
- (c) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act;
- (d) a member of the accounting authority of any national or provincial public entity; or (e) an employee of Parliament or a provincial legislature

“Bid” includes a price quotation, advertised competitive bid, limited bid or proposal

“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

“business interest” means —

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, and includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“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;

“entity” means any —

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province

“Family member” means a person’s —

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption;

“intermediary” means a person through whom an interest is acquired, and includes—

- (a) a person to whom is granted or from whom is received a general power of attorney; and (b) a representative or agent;

“Institution” means —

Western Cape Provincial Parliament (WCPP)

Western Cape Provincial Parliament (WCPP) means - the legislature of the Western Cape

“spouse” means a person’s —

- (a) partner in marriage;
- (b) partner in a customary union according to indigenous law; or
- (c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;

4. Any legal person, including persons employed by the Institution, or their family members, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the PG, or to their family member, 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 Institution; and/or
5. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution’s supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
6. 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
7. Communication between partners in a joint venture or consortium will not be construed as collusive bidding
8. 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.

SECTION A: DETAILS OF THE ENTITY

A1.	<i>Name of the Entity</i>	
A2.	<i>Entity registration Number (where applicable)</i>	
A3.	<i>Entity Type</i>	
A4.	<i>Tax Reference Number</i>	

A5. Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION <i>(Where a director is a shareholder, both should be confirmed.)</i>	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

*To disclose relationships between the bidding entity and persons listed in Table A and any employees of the Institution; and to restrict business interest of Institution employees' in terms of FMPLA regulation Section 46 (d), bidding entity must give the following details. An Institution employee not involved in the bidding process as per Section 46 (d), taking remunerative work outside the WCPP, should first obtain necessary approval in terms of the **WCPP code of conduct paragraph 7**, failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.*

B1.	Are any persons listed in Table A employees of the Institution? <i>(If yes, complete Table B and attach "Private work")</i>	NO	YES
B2.	Are any employees of the entity also employees of the Institution? <i>(If yes complete Table B and attach "Private work")</i>	NO	YES
B3.	Are any family members of the persons listed in Table A employees of the Institution? <i>(If yes complete Table B)</i>	NO	YES

Details of persons connected with the bidder who are employees of the Institution as defined should be disclosed in Table B below.

[illegible]

To enable the prospective bidder to provide evidence of past and current performance with the Institution.

C1.	Did the entity conduct business with the Institution in the last twelve months? <i>(If yes complete Table C)</i>	NO	YES

C2. Table C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector in line with FMPPLA Regulation 5 (5) (b)?	NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) and further read with FMPPLA Regulation 5 (5) (b)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)	NO	YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.

	<p>I, hereby swear/affirm;</p> <p>i. that the information disclosed above is true and accurate;</p> <p>ii. that I understand the content of the document; iii. the entity undertakes to independently arrive at any offer at any time to the Institution without</p>
	<p>any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be 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 the Institution.</p> <p>iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.</p> <p style="text-align: right;">_____ DULY AUTHORISED REPRESENTATIVE'S SIGNATURE</p>

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration?

ANSWER:

1.2 Do you have any objection to taking the prescribed oath?

ANSWER:

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER:

1.4 Do you want to make an affirmation?

ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....

SIGNATURE

FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:Place

Business Address:

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

This preference form must form part of all bids/tenders invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS/TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.

1.2 Preference points for this bid/tender shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid/tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS	
(a) Historically Disadvantaged Individuals:	
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	4
(ii) who is a female	3
(iii) who has a disability	3
(b) Other specific goals (goals of the RDP- plus local manufacture)	
(i) the promotion of South African owned businesses	2
(ii) the promotion of SMME's	2
(iii) the promotion of enterprises in a specific region for work or services to be rendered in the region	2
(iv) The promotion of enterprises in a specific municipality for work or services to be rendered in the municipality	2
(v) The promotion of enterprises located in rural areas.	2
Total points for Price, HDIs and other RDP- GOALS	100

NB: if bidders do not complete information or submit evidence required for same they will not be awarded any specific goals points.

All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.

- 1.4 Failure on the part of a bidder/tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder/tenderer, either before a bid/tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid/tender”** means any bid/tender which, in all respects, complies with the specifications and conditions of bid/tender as set out in the bid/tender document.
- 2.2 **“Bid/Tender”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of a bid/tender by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as

demonstrated by an examination of the substance, rather than the form of ownership arrangements.

- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid/tender invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or 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.
- 2.17 **“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.
- 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. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder/tenderer obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid/tender will be awarded to the bidder/tenderer scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid/tender under consideration

Pt = Rand value of bid/tender under consideration

Pmin = Rand value of lowest acceptable bid/tender

6. Points awarded for historically disadvantaged individuals

- 6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID/TENDER DECLARATION

- 7.1 Bidders who claim points in respect of equity ownership must complete the Bid/Tender Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership by persons who had no franchise in the national elections	%
8.2	Equity ownership by women	%
8.3	Equity ownership by disabled persons*	%

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF FIRM

- ☐ Partnership
☐ One person business/sole trader
☐ 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 FIRM HAS BEEN IN BUSINESS?

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

9.9 Consortium / Joint Venture

- 9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of points claimed, the contractor must furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid/tender; and

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER/TENDERER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

WESTERN CAPE PROVINCIAL PARLIAMENT (WCPP)

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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 government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are published in the media.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Western Cape Provincial Parliament or an organization acting on behalf of the Western Cape Provincial Parliament.
- 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, startup, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22,

unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 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 Western Cape Provincial Parliament 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.