



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC2026/27-B16

DSAC 2026/27-B16: THE APPOINTMENT OF AN INFORMATION COMMUNICATION TECHNOLOGY SERVICE PROVIDER FOR THE PROVISION OF SERVICES FOR INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, LAN, VOIP SOLUTION, FACIAL COUNTING RECOGNITION SOLUTION, WI-FI INCLUDING SUPPORT AND MAINTENANCE IN LIBRARIES (LIMPOPO) FOR A PERIOD OF THREE (3) YEARS.

CLOSING DATE: 18 AUGUST 2026

CLOSING TIME: 11H00AM

BID VALIDITY PERIOD: 120 DAYS

BID BOX ADDRESS:

**21 BICCARD STREET
OLYMPIC TOWERS BUILDING
POLOKWANE
0699**

1. TARGET AREA

One hundred and twenty-eight (128) libraries and other government entities in Limpopo Province that might leverage from this infrastructure. List of libraries is attached as Annexure A.

2. TARGET CLIENTS

Internet users in Limpopo Province.

3. PROJECT NAME

The appointment of an Information Communication Technology Service Provider for the provision of services for Internet Connection, Virtual Private Network Services, LAN, VOIP Solution, Facial Counting Recognition Solution, Wi-Fi including Support and Maintenance in Libraries (Limpopo Province) for a period of three (3) years.

4. BACKGROUND AND PROBLEM STATEMENT

Access to free broadband internet for all library users in the province has provided solutions and access to technology that has never been available before, on a scale that one could never imagined irrespective of the location. The value of access to free broadband internet has created not only opportunities for those in the most rural areas but has also proven to the citizens of this fair province, that access to information can and will overcome socio-economic challenges.

Experience has proved that the growing demand of ICT as a basic service is required to fulfil basic needs such as access to education, information and research. The National Development Plan describes libraries as key centres/ information hubs to bridge the digital divide and foster 4IR within our historically disadvantaged communities, hence the need for provision of quality access to internet services. The Department is looking for a solution that can be easily extended to other areas as and when the needs arise, and budget becomes available to reach other areas of the province even if it's not only libraries. This is to make sure internet can be extended to other areas to minimize the risk of having many people gathering at one spot to access internet. Also, the need to providing our community with access to internet especially those who want to access study materials on e-learning sites, like Microsoft Teams, Zoom, Webex, etc.

The 4th Industrial Revolution is here with Artificial Intelligence (AI) and Machine Learning (ML) leading the pack and this is now a way of consuming information whether is for learning purposes or to keep up with current affairs. The community have an opportunity to generate revenue through the internet by content creation for educational, entertainment or any other fields they would want to venture into and assist in lowering unemployment rate in some areas. The community uses this service for education purposes to interact with tutors online through e-learning platforms. They can do errands like pay rates, electricity, online banking, and other services that has been digitised to adapt to the evolving ICT world, this will save them time and money as compared to how these services were previously accessed which needed someone to physically travel to the nearest offices.

With the shift towards Bring Your Own Device, "BYOD" we realise that the libraries cannot afford to offer every library patron a workstation. Patrons are encouraged to bring their own devices to access the free internet and allows them to use the internet for unlimited amount of time because they are not expected to share the device with anyone, this is

good for students who are doing research or assignments online because they won't be any interruption to their work.

To improve the service by accurately counting visitors to sites or libraries, the Department is looking to implement a system that can accurately assist in improving the service by counting people who are visiting sites/libraries daily, weekly, monthly.

5. OBJECTIVE

To provide Information and Communication Technologies through faster internet connection with Wi-Fi, LAN, VOIP, Facial Counting Recognition Solution and Virtual Private Network to the attached list of sites (libraries) and any other Limpopo government entities that might require similar services to be installed.

The required solution should be centrally controlled to meet its requirements and achieve its fundamental purpose, that is the provision of access to information and bridging the digital divide. It was realized that the facilities are being abused by the patrons visiting unsavoury sites and loading content on the machines that are meant to be shared. The solutions must have a way of centrally managing each library connection through a content filtering (firewall) such that unwanted websites and content can be effectively blocked. Central locations ensure that access control list can be applied swiftly and are the same across all the libraries. A virtual private network (VPN) platform is therefore used to achieve the above objective. VPN allows the libraries to converge at a central point which allows the central management of the service.

The Department has learnt with experience throughout the years it has been offering these services that Local Area Network support and maintenance need to be added as part of the scope to offer the community a well-maintained stable internet service with the greatest uptime and reduce unnecessary downtime.

The Department require VOIP Telephony services to assist all our libraries with communications over the LAN, WAN and Internet. Telephone budget management system needs to be in place to assist with expenditure records of all outbound calls. The budget management system should also be able to put credit limits per extension or pin for outgoing calls that exits LAN and WAN routed to other telcos outside of the network.

Administrators will print vouchers to access internet and Wi-Fi; these vouchers will assist with controlling internet and Wi-Fi usage for people who did not bring their own devices. The servers used to host the ticket system should be hosted at the Limpopo DSAC Head Office, hence there is a VPN, it should be hosted centrally on the VPN not Cloud. The advantage is that the vouchers created can be used at any site/library or hotspot that is controlled by the voucher system on the VPN. The access to internet and Wi-Fi should be seen as basic service to the community, vouchers are only to control access to the internet using desktop computers at the sites/libraries and should not be used as a tool to deny people access to the internet. The generation Wi-Fi standards Wi-Fi 6 (also known as IEEE 802.11ax or AX Wi-Fi) should be used to ensure that the Wi-Fi can handle the growing number of internet-connected devices with reliability, efficiency and lower latency

Now that this solution has been running for over 15 years and with the evolving of technology, the community now fully rely on it and also trust it to do their personal activities like online banking and sharing of confidential/personal information on the internet, the need to follow proper measures that are used internationally as a standard to safeguard our community's information from online fraudster, scammers and hackers is required. This needs to be considered from the implementation phase right through the support and maintenance phase of this solution. Things like Information security,

cybersecurity and privacy protection, protecting personally identifiable information needs to be considered and prioritized to make sure some level of security is in place. During the implementation phase of the solution things like Quality management and IT service management together with some level of business continuity to ensure less service disruptions need to be considered.

With technology evolving all the time and AI assisting in completing tasks that were seen to be complex, there has been a gap identified to add a layer on the same LAN/WAN/VPN network for counting the people coming in and out of each site/library using facial biometric identification solution via HD IP cameras to know how many people visits our sites/libraries. This system will also assist the Department to see live feed/streaming of people at sites/libraries. The Department is currently using a manual paper-based system for counting people visiting libraries and this has proven to be ineffective and inefficient which makes reporting and resource planning very difficult because of data inaccuracies. This inaccuracies in turn hamper on the Department's effort to improve service delivery at libraries and other sites because the manual paper-based system, which is prone to human errors, do not provide real-time insights and lack the ability to analyse trends such as peak usage times, seasonal demand, and demographic patterns.

6. SITUATIONAL ANALYSIS

- There are currently 128 libraries with internet services, Wi-Fi and on a virtual private network and any other site that the department might want connected to this network.
- All sites have LAN infrastructure and using POE switches.
- The sites are currently connected on Fibre, Microwaves, VSAT, ADSL and LTE to enable full internet connectivity to different geographic areas.
- All the sites have 180 metres radius Wi-Fi access points and are monitored centrally using a network management tool.
- Desktop computers are currently running on Linux and Microsoft Operating System that requires faster connectivity and support to make sure the community gets the best out of the solution.
- Counting and identification of people visiting libraries is still manual paper-based system which needs to be migrated to a digital solution and leverage on the current LAN/WAN/VPN infrastructure.

7. REQUIREMENTS AND SCOPE OF WORK

WAN, VPN, Internet, LAN, VOIP Solution, Voucher System and Facial Counting Recognition Solution Wi-Fi Including Support and Maintenance in Libraries (Limpopo Province) for a period of three (3) years.

- The Department require speeds of 20Mbps to 100Mbps dedicated per site with a provision to increase the speed when required. See attached list of libraries with speeds required for each library. Internet access should be uncapped and unshaped.
- Internet connectivity should have prescribed speed to accommodate internet browsing of a minimum of 60 devices or more including VOIP calls.
- Connectivity should be Dedicated, Uncontended and Unshaped. Fibre, Microwave, ADSL, VSAT and LTE's mediums should be used. **N.B VSAT links should not be more than 5% of the total number of libraries to guarantee stability with low latency.**
- Bidders are expected to conduct their own feasibility study before bidding. Successful bidder is required to ensure that all sites are installed and operational within a period of two months.
- Web-based Dynamic bandwidth management system to show usage, reports, bandwidth speed and connection status for all sites, the pool of bandwidth must be

able to grow in line with the number of sites. New sites will be connected as and when needed.

- Once the system is operational the service provider should be able to advise the department on which libraries/sites and hotspots need capacity upgrades to avoid network congestion.
- Virtual Private Network (VPN)
 - o Web Content Filtering – to block users from browsing restricted websites.
 - o Hosted servers (VoIP, Telephone management system and any services consumed within the network)
 - o Internet Café Voucher System – This can be a RADIUS server used for AAA authentication, authorization and account to give users access to the internet through vouchers or any time-based mechanism.
 - o Bandwidth and Time Limit Quota through the Internet Café Voucher System to allow people who are using desktop computers at the libraries to give other people who don't have their own devices the opportunity to use the internet once the voucher has expired.
 - o MFA (Multifactor Factor Authenticator) – For accessing the VPN network from outside.
- Firewall Services to implement policies that govern and protect the Network.
- Design, provide, implement, test and commission Internet and VOIP ready WAN and LAN network.
- Configuring Quality of Service and Class of Service on WAN and LAN to accommodate VOIP.
- Real time monitoring and reporting. The system must display the status of the sites via web portal accessible by client.
- The number of VSAT sites should not exceed 5% of the total sites, however on sites where bidder intends to install VSAT a detailed written motivation must be submitted to the department for approval.
- Service provider to setup Wi-Fi 6 (AX Wi-Fi) connectivity in the libraries and state entities. Access Points must support dual concurrent, dual-band 802.11ax connectivity.
- Access Point should be available with internal and external antenna options.
- Access Point must support Power Over Ethernet (POE) and Plug and Play installation.
- WIFI connectivity in the libraries and state entities should be a minimum of 180m radius.
- The service provider should have a fully functional office in Limpopo Province and provide Project, Service and Technical Managers with six IT Technicians for technical support within the districts.
- The service provider must have ICASA ECNS license which allows its holder to construct and operate a physical, electronic communication network. The network can comprise of any technology available in the area: radio equipment (for a wireless network), copper cabling, fibre optic cabling, etc.
- The service provider must have ICASA ECS license which allows its holder to provide electronic communications services to customers over their network or any ECNS license holder's network
- The service provider must have a minimum of 6 utility vehicles to cover each district for installation, support and maintenance for the period of the contract.
- The service provider must be accredited on SITA RFB1183/2022 Limpopo with the correct SITA Item Control Numbers (ICN) to offer these specific services.

SITA RFB1183/2022 ICN Number	Description
81112011-0029	Information Security - Security Architecture
81112011-0057	Software Support and Maintenance
81112011-0058	Database Support and Maintenance
81112011-0060	Communication Network - WAN/VPN Planning and Design
81112011-0061	Communication Network - WAN/VPN Development and Implementation

81112011-0062	Communication Network - WAN/VPN Maintenance
81112011-0063	Communication Network - Network Monitoring and Management
81112011-0064	Communication Network - Internet/Intranet Hosting
81112011-0065	Communication Network – Telecommunication
81112011-0066	LAN and Desktop - LAN Planning and Design
81112011-0067	LAN and Desktop - LAN Support
81112011-0068	LAN and Desktop - LAN and Desktop Support
81112011-0070	Functional Application Support Services

- The equipment will be maintained by the service provider in strict accordance with manufacturer's guidelines.
- The service provider will be required to replace permanently damaged equipment within a maximum of three working days.
- The service provider must have good knowledge of information security, cybersecurity and privacy protection, quality management, IT service management and business continuity management systems
- The service provider should have a fully operational Help Desk to log calls received, providing a call reference number to the Department for each call logged. Minimum time to respond is 4 hours and minimum time to resolve 24 hours.
- The service provider will be required to sign a Service Level Agreement (SLA) with the Department.
- The Department is not expecting bidder to have any downtime of services during the implementation of the new service.
- The service provider must have OEM letters for the hardware to form part of the solution. This shows that they have a backing of Original Equipment Manufacturer all the time.

VOIP Services

The following features should be included in the system.

- Incoming and outgoing calls.
- Voicemail.
- IVR.
- Budgeting/Billing system (Telephone Management System) with credit limit per extension including installation, configuration, and licenses.
- Call holding and transfer.
- Conference call.
- Flash Operator Panel (FOP).
- Pin codes should be configured for all users to dial external numbers with budgeting and blocking features.
- Music on hold.
- Simple Administration module.
- All types of Reporting.
- Comprehensive search, Per Agent or User ID, Queue, call duration, call date and time.
- Report presentation format: Graphics, Tables (csv, pdf) and Real-time monitor or scheduled, multiple email reports.
- Real-time "white boarding" Queue Summary, Agent status per Queue, Whisper and Listen feature.
- The Department requires on-premises equipment for VOIP to allow the efficiency of users on the local network making local and internal calls without going through an extra hop.
- The service provider needs to add 256 sequential numbers with provincial dialing code of 015 or port the existing numbers where possible i.e. two numbers per library/site.

VOIP EQUIPMENT

- On Prem PBX Server = 1 (1 x in Head Office)
- On Prem Gateways = 7 (1 x in Head Office and 6 x in District Office)
- On Prem TMS Server = 1 (1 x in Head Office)
- IP Executive Phones = 6 (1 x per District Offices)
- IP Standard Phones = 256 (2 x per Library)
- Switchboards with Headphones = 6 (1 x per District Office)
- R2,000.00 worth of minutes per library/site per month

ITEM NO.	DESCRIPTION	TOTAL PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)			
1.	ONCE OFF SUPPLY, DELIVERY, AND INSTALLATION OF INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, LAN, VOIP SOLUTION, WI-FI	R			
			TOTAL PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 1	TOTAL PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 2	TOTAL PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 3
2.	SERVICE FOR INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, LAN, VOIP SOLUTION, WI-FI INCLUDING SUPPORT AND MAINTENANCE IN LIBRARIES (LIMPOPO) FOR A PERIOD OF THREE (3) YEARS.	01	R	R	R
TOTAL PRICE					R

3. LOCAL AREA NETWORK (LAN) SUPPORT AND MAINTENANCE AS AND WHEN REQUIRED.

Services	Description	Unit	Unit Price – All Applicable Taxes inclusive Year 1	Unit Price – All Applicable Taxes inclusive Year 2	Unit Price – All Applicable Taxes inclusive Year 3
Network Points	Installation of Cat6 Data Points (incl. RJ45 & Faceplates)	Per Point	R	R	R
	UTP Testing, Fixing and Labelling	Per Unit	R	R	R
	Replace flash mount wall boxes, 45deg ADAPTER PLATE for COMPACT, RJ 45 WHITE SHUTTER CAT 6, TRUNKING FRAME 50 x 50, 25 X 50	Per Unit	R	R	R

	BLANK				
Cabinet/Rack	Supply, install & Connect 2U Electrical Surge & Lighting Protection / Complete System for One V11/X.21 Interface / Unit Includes	Per Unit	R	R	R
	Patch Panel 24 ports	Per Unit	R	R	R
	Brush Panel	Per Unit	R	R	R
	Equipment AC Power Surge Protector (Phase 3), AC Feed Power Trip-Switch & 15A Feed Socket for Cabinet, Optical Isolation Barrier & Surge Protection on V.	Per Unit	R	R	R
	Relocate cabinet to the right of position, cabinet Cleaning, mounting existing switches, modems and Cable tying.	Per Unit	R	R	R
	Testing, Repair and /or replacement of cabinet Fan and cabinet power plugs	Per Unit	R	R	R
	Cabinet Cleaning, mounting existing switches, modems and Cable tying	Per Unit	R	R	R
UPS	Supply and installation of 6000VA UPS	Per Unit	R	R	R
Electrical	Electrical Dedicated Power Point complete, excl CB.	Per Unit	R	R	R
	15a Dedicated Plug top	Per Unit	R	R	R
	15a Plug Assembly, Dedicated Power, Color Red, For Mounting in P801 Metal Skirting	Per Unit	R	R	R
	Wire, Electrical, Surfex, 2.5 Mm2(Red Plugs)	Per Unit	R	R	R
	Electrical Normal Power Point complete, excl CB.	Per Unit	R	R	R
	15a Standard Plug top	Per Unit	R	R	R
	15a Plug Assembly, Normal	Per Unit	R	R	R
	Power, For Mounting in P801 Metal Skirting	Per Unit	R	R	R
	Wire, Electrical, Surfex, 2.5 Mm2 (Normal Plugs)	Per Unit	R	R	R
	Electrical 2 Pin 5 A Power outlet	Per Unit	R	R	R

	25a, Circuit Breaker, Heinemann or equivalent, Std Curve	Per Unit	R	R	R
Power Skirting	Power Skirting 2 Compartment Supply & Install (2.4m length)	Per Unit	R	R	R
	Corners for power skirting	Per Unit	R	R	R
	End caps for power skirting	Per Unit	R	R	R
	T - joint for power skirting	Per Unit	R	R	R
Network Switch	Supply and Installation of 24 port POE Network switch	Per Unit	R	R	R
Access Point	WIFI 6/7 capable Dual Band 3x3,2x2 MU-MIMO ether port:1x 10/100/1000/2500 180 Meter Radius	Per Unit	R	R	R
Technical Support and maintenance	Remote Support and maintenance	Per Hour	R	R	R
	On-site Support and maintenance	Per Hour	R	R	R
Kilometers	The Department will pay disbursement according to proven kilometres travelled in terms of the National Department of Transport tariff rates				
	SUB-TOTALS		R	R	R

TOTAL PRICE

R

4. FACIAL COUNTING RECOGNITION SOLUTION

The system should be scalable to be deployed per site as and when required type of service. Each site should be able to be deployed independently with its own hardware and software

The proposed solution should be designed in a video content delivery network (CDN) architecture where processing of live streaming and facial recognition is happening at the edge site near the users/cameras for faster processing to prevent latency and instability. This should also allow each site to work independently of other sites and have local cache of images and user data for quicker facial identification and recognition. The system should be able to be customized to meet any requirements that the Department might have at any given time, and it must not be cloud-based. All data processing, storage, and analytics must be performed within the Department's secure network environment to ensure full control, security, and compliance with data protection regulations. It automates the identification, verification, and tracking of all individuals (staff and visitors) entering and exiting library facilities using AI-powered facial recognition technology

The following features should be included in the system.

- A minimum of two HD IP cameras per site (one for entry and one for exit)
- One HD webcam per site for capturing users during registration
- One desktop computer to be used as user registration station
- HD IP cameras must detect faces within 3–5 meters or more. Provide wide-angle coverage, operate in low-light conditions and Integrate over LAN/WAN for real-time processing.
- One edge server for local video and image processing per site

- One central server with enough processing and storage located at Head Office datacenter
- **Digital Registration & Migration.** The system should Convert existing paper-based visitor registers into a **digital facial recognition onboarding system**. Capture and store user biometric facial data linked to their profile. Enable **auto-recognition for returning users**, eliminating repeated manual entry.
- The application should be **web-based** and compatible with all web browsers including both Android and iOS through responsive design or any tool that allows true cross-platform native apps using web technologies.
- **Role-Based Access Control (RBAC).** The system should define roles such as System Administrator (Full Access), Library Administrator (Restricted Access) with access to manage only assigned site, view site-specific reports, no cross-site visibility
- **Face Recognition Attendance Tracking.** The system should automatically detect and log **entry and exit events** using facial recognition. Record Date & Time of entry/exit, User identity (Staff/Visitor), Site location.
- **Live Monitoring Dashboard.** The system should provide real-time analytics including, Total staff present, Total visitors present, Current occupancy (live count in all sites/libraries), Entries and exits (daily), Peak hours (daily/monthly/yearly), Busiest site/library, Filter reports by date range and location.
- **Reporting & Analytics.** View historical attendance trends and Generate reports (Attendance reports and Usage statistics) in CSV or PDF formats. Drill-down reporting per site/library
- **User Management (Facial Onboarding Portal).** The system should capture and manage user profiles including Facial image (biometric template), First Name, Last Name, Email Address, Mobile Number, Address, Gender, Age, Disability, Ethnic Group, User Type (Staff/Visitor), Assigned Site or any other user attribute that the Department might want added to the system that will help with reporting. Admin user must be able to Add / Edit / Delete users and Enable / Disable profiles
- **User Category Management.** The system should create and manage categories like staff, visitors and any other categories that the Department might want to add.
- **Camera Management.** Admin must be able to Add new IP cameras, configure camera settings, assign cameras to specific sites, Enable/Disable cameras, monitor camera status whether is online or offline.
- **Camera Live Feed Monitoring.** The system must provide a **real-time live camera feed** from all connected IP cameras. Authorized users (based on RBAC roles) must be able to View live video streams per site/library, monitor entry and exit points in real-time. The live feed must be accessible via the **web-based admin portal**.
- **Site Management.** The system should be able to add and manage site/library location, Capture (Site name, Physical address, Map link).
- **System Architecture.** Edge-based local processing unit (server/device) per site/library, Centralized reporting platform, Real-time data synchronization across sites/libraries, must run on the current **LAN/WAN environments and hosted on-prem**.
- **Data & Compliance.** Full compliance with **POPI Act (Protection of Personal Information Act)**, Secure storage, Data retention as per the Department requirements, all data remains **exclusive property of the Department**.
- **Analytics & Intelligence.** Provide demographic analytics (Age groups, Gender distribution, Disability statistics, Ethnic classification. Provide Real-time access for staff.
- **System Flexibility & Customization.** System must allow Future enhancement, Custom feature development (on request at agreed cost), Modular and scalable architecture
- **Backup Recognition/Identification Mechanism.** The system should Provide alternative identification method using QR Code scanning, this will ensure that if facial biometric for some reason is not working properly visitors and staff can use

QR Code uniquely linked to their profile to ensure zero downtime in attendance capturing.

- **Unknown Face Detection & Alerts.** The system should Detect and track **unregistered (unknown) individuals** so that they can be onboarded on to the system to reduce the number of unregistered people visiting the sites/libraries.
- **Edge Server Offline Capability & Synchronisation.** The system must support **edge-based processing at each site/library**, where a local edge server operates independently of the central server. The edge server must be capable of Performing **real-time facial recognition and attendance logging locally**, Capturing and storing all entry and exit events without reliance on the central system, Continuing full system functionality during **network outages or central server downtime**. All data captured locally must be **securely stored on the edge device** until connectivity is restored. Once connection to the central server is re-established, the system must Automatically **synchronize all locally stored data** with the central server, ensure **no data loss or duplication**, Maintain accurate timestamps and audit trails. The system must provide **status visibility** indicating Offline/online state of each site/library.

FACIAL COUNTING IDENTIFICATION SYSTEM INFRASTRUCTURE REQUIREMENTS

- High-performance processing environment capable of Real-time video analysis and Facial recognition processing.
- Network readiness for video streaming and data transmission.
- Enough data storage

Main Server	Edge Server	Connectivity	IP Cameras	Desktop
• 2U Rackmount • Dual Intel Xeon Gold 6338 (2.00GHz, 32 cores each) or AMD EPYC 7443P • 128 Cores (32 cores per processor) • 512 GB DDR5 ECC (Expandable up to 1TB) Memory • 8 or 16 Bay Chassis • 8x 2.4TB 2.5" SAS Drives • 2x 10GBE NIC • Dual PSU • 3 Year Onsite Next Business Day Warranty	• Core i5/Ultra5 CPU • 16GB DDR5 Memory • 1TB SSD • 1x NIC • HDMI-in 1.4b port, HDMI-out 1.4b port • DC-In • USB 3.2 Gen	• 100Mbps Link for Head Office Main Server with Medium End Firewall • Minimum 20Mbps and Maximum 50Mbps Link Required Per Site for Edge Servers • 5 Port Low End Firewall Router Per Site	• AI Enabled Fixed Bullet Camera • High quality imaging with 8 MP resolution • ColorVu Strobe Light or similar • Audible Warning Capable • Focus on human and vehicles classification based on deep learning • Efficient H.265+ compression technology • Clear imaging against strong backlight	• *ALL IN ONE(AIO) PC* • 23.5-inch Display • Ultra5 CPU • 16GB RAM • 512 GB SSD Drive • Built-In Pop-Up Webcam with 720pixels • Keyboard and Mouse • HDMI-in 1.4b port • HDMI-out 1.4b port • DC-In • RJ45 Ethernet port • USB 3.2 Gen 2 port with Power Share • USB 3.2 Gen 1 port with Power-on/Wake-up support • Global headset jack • USB 3.2 Type-C Gen 2 port • Warranty: 3 Years Onsite

			due to 130 dB WDR technology • Water and dust resistant (IP67) • Video compression • Password protection, complicated password, HTTPS encryption, 802.1X authentication • Day/Night Switch • Ethernet Interface • Motion detection • Deep Learning Function. Face Capture	Next Business Day • *USB 4K Webcam*
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PRICING

Description	Total Price (All applicable taxes inclusive)		
Supply and Delivery of Hardware which includes: - Central Server - Configuration, deployment, and installation. - Migrate current manual paper-based attendance register template	R		
	Unit Price – All applicable taxes inclusive Year 1	Unit Price – All applicable taxes inclusive Year 2	Unit Price – All applicable taxes inclusive Year 3
Edge Server To connect IP cameras and local facial processing	R	R	R
IP Camera For video and image capturing	R	R	R
Licensing Provisioning of Software including license annually	R	R	R
Computer User registration desktop	R	R	R
SUB-TOTAL	R	R	R

TOTAL PRICE

R

8. DURATION OF CONTRACT

The contract will be for a period of three (3) years.

9. PROPOSAL FORMAT AND DOCUMENTS TO BE SUBMITTED

9.1 Proposal Format

- Official bid documents
- Company profile
- Methodology/ Detailed Project plan and milestones (Comprehensive plan of the work to be executed.). This must include a detailed plan showing how the bidder is planning to mitigate service disruption during Loadshedding. The plan should also show the timelines for the procurement of equipment, delivery, and installations.
- Comprehensive CVs of key staff including qualifications.
- **Bid documents to be submitted in two formats (hard-copy documents and scanned documents on a USB drive)**

10. BRIEFING SESSION

There will be compulsory briefing session.

11. TIMELINE OF THE BID PROCESS

The bid price will be valid for a period of 120 days after the closing date and time of this bid.

Advertisement of bid on Tender e-portal.

24 July 2026

Compulsory Briefing Session Date and Venue

5 August 2026 at 10h00

21 Biccard Street, Olympic Towers Building, Polokwane, 0699

Bid Closing Date.

18 August 2026 at 11:00am

12. CONTACT AND COMMUNICATION

- A nominated official of the bidder(s) is/are encouraged to communicate via email to **Mr Kganakga R** at email address: kganakgar@sac.limpopo.gov.za and/or **015 284 4136** and telephonic enquiry is discouraged in that regard. The delegated office of the Department may communicate with Bidder(s) where clarity is sought in the bid proposal.

- Any communication to an official or a person acting in an advisory capacity for Department in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- All communication between the Bidder(s) and the department must be done in writing.
- If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder(s) must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any)
- Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

13. RESERVATION OF RIGHTS

The Department reserves the right to -

- invite bidders to make presentations regarding any aspect (s) of the bid;
- verify information and documentation of any bidder;
- not make an award;
- enter into price negotiations with the preferred bidder;

14. BID ACCEPTANCE

The preferred bidder will be accepted subject to the condition that the preferred bidder signs the contract and service level agreement prepared by the Department within seven (7) days of the award.

15. TERMINATION OF CONTRACT

Bidders must acquaint themselves with the provisions of section 30 of the Public Service Act, 1994 (Proclamation 103 of 1994), and ensure that where applicable, natural persons who constitute the bidder comply with the Act. The Department reserves the right to disregard a bid or cancel the contract with the Service Provider if the bidder or Service Provider, -

- has failed to comply with any legal or policy requirement in order to enter into a valid contract with the Department, including but not limited to any public servant constituting or in the employ of the bidder or Service Provider not having the necessary permissions or authorisation in terms of the Public Service Act, or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;

- has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any state institution, government department, provincial administration or public entity;
- after notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement;
- has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to -
 1. refrain from bidding for this contract; or
 2. bid at an agreed price.
 3. breaches any applicable legislation.
- The Department may immediately terminate the contract if any of the following circumstances occur or exist, if the Service Provider:
 1. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
 2. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
 3. breaches this contract during the contract period.

16. INVOICES AND PAYMENTS

- Payment for services will be made within 30 days of submitting an invoice to the Department, subject to the terms and conditions stipulated in the contract and service level agreement to be signed between the Department and the Service Provider.
- The Department may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the Limpopo Provincial Administration an amount equal to the amount of any outstanding claims that the Department may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the Department will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the Department. A certificate of indebtedness signed by the Chief Financial Officer of the Department, reflecting the amount due and payable under this clause together with interest shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the Department or payment by the Service Provider or for provisional sentence, summary judgment or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
- In the event that the Department institutes legal action against the Service Provider for any matter in connection with this contract, the Service Provider will be liable to pay the Department's legal fees on an Attorney and own client scale.

17. CONFLICT OF INTERESTS

Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the

attention of the Department.

18. COSTS INCURRED BY BIDDER

The Department will not be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation, submission or presentation of its bid.

19. BID BINDING UPON SERVICE PROVIDER

All written information, warranties and representations made by or on behalf of the bidder before conclusion of the contract are binding upon the Service Provider and are deemed to have induced the Department to award the contract to the Service Provider.

20. LIABILITY

The Service Provider is responsible and liable for-

- the conduct, acts and omissions of its employees and the Service Provider's agents or representatives;
- injury to any person, loss or damage suffered by the Department, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty including breach of any copyright and intellectual property laws by the Service Provider or the Service Provider's employees, agents or representatives. Under such circumstances, the Service Provider must, at its own expense, make good the loss or damage on demand and on the terms of the Department.
- The Service Provider must further indemnify the Department against any claims whatsoever arising from its conduct and/ or the conduct of its employees.

21. GENERAL

- The Service Provider warrants not to use any labour or intellectual capacity of any employee of the State, (including the Department) for remunerative purposes, except where the employee of the State has the necessary permissions in terms of applicable laws, in which event proof such permissions must be filed with the Service Provider's bid.
- By bidding, the Service Provider is deemed to have satisfied itself regarding all conditions affecting this contract and must at all times comply with the manifest intent and obligations of this contract.
- The Department reserves the right to reject all or any portion of such services that may be considered by the Department to be non-compliant with this contract, defective or inferior in quality of material, workmanship or design. The Service Provider must, immediately upon receipt of a notice from the Department, at its own risk and expense, promptly replace or re-execute at the option of the Department, any such services or works considered by the Department to be non-compliant with this contract, defective or inferior in quality of material, workmanship or design.
- The Service Provider is liable to the Department for any costs, damages or losses incurred or suffered by the Department as a result of such defects or non-conformity.

22. PROTECTION OF RIGHTS

- If the Service Provider fails to comply either timeously or at all with any obligation imposed upon it by this contract, the Department may, without prejudice to any of its rights, effect such compliance, and claim damages from the Service Provider of an amount equal to the expense actually incurred by the Department in enforcing such compliance. The Department may, at its sole discretion, set off such claim for damages against any payment due to the Service Provider.
- The Service Provider will have no claim against nor defence to any claim by the Department arising out of any act or omission on the part of the Department arising from or connected with effecting or attempting to affect such compliance or, even if the Department has undertaken to effect such compliance and then.

23. EVALUATION CRITERIA

The bid will be evaluated in four (4) phases as follows: -

Phase 1: Administrative Compliance and Mandatory Requirements

Phase 2: Functionality Compliance

Phase 3: Inspection In Loco

Phase 4: Price and Specific Goals

Completion of bid document

Bidders are required to complete the entire bid document in terms of the requirements contained herein.

- a) All bid documents, certificates, and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- b) Only original bid document shall be accepted.
- c) Bidders shall ensure that there are no missing or duplicated pages. The Department shall not accept liability regarding claims by bidders that pages are missing or duplicated.
- d) Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.
- e) Completed bid document with supporting documents shall be packaged, sealed, marked, and submitted strictly as stipulated in this bid document. **Initial each page of the bid document and the attachments.**

PHASE 1: DOCUMENTS THAT MUST BE SUBMITTED FOR ADMINISTRATIVE

Bidders must submit all documents as outlined in Tables below. Only bidder(s) that comply with all these criteria will proceed to Phase 2.

PHASE 1: ADMINISTRATIVE COMPLIANCE.

Bidder(s) must submit the documents listed in Tables below. All documents must be

completed, initialled, and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administrative and mandatory requirements. The bidder(s) proposal will be disqualified for non-submission of any of the bid documents.

Phase 1: Table 1: DOCUMENTS THAT MUST BE COMPLETED, SIGNED, INITIALLED AND SUBMITTED.

TABLE 1.1: ADMINISTRATIVE REQUIREMENTS

- Non-submission of the enclosed SBD 1, SBD 3.1, SBD 4, and SBD 6.1 will result in the disqualification of the bidder. Non-completion, partial completion, and non-signing of SBD 1, SBD 3.1, and SBD 4 will lead to disqualification of the bidder.
- However, non-completion, partial completion, and non-signing of SBD 6.1 will not lead to the disqualification of the bidder but will result in the non-awarding of the Specific Goals.

Document	Document description.
SBD 1	Invitation to bid.
SBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2022.
Registration on National Treasury Central Supplier Database (CSD).	Bidder(s) must be registered on the National Treasury Central Supplier Database (CSD) on or before closing date of this bid.
Tax compliant	To be verified on National Treasury's Central Supplier Database.
GCC	General Conditions of Contract

TABLE 1.2: MANDATORY REQUIREMENTS.

Document that must be submitted	Non-submission and/ or non-compliance will result in disqualification
SBD 3.1 - Pricing Schedule – Firm Prices.	Non-submission, non-completion, and partial completion of the enclosed SBD 3.1 will lead to disqualification of the bidder.
SBD 4 - Bidders' disclosure.	Non-completion, partial completion, and non-disclosure in terms of paragraph 1,2,3 of the SBD 4 will result in the disqualification of the bidder. Disclose other company(ies) preferably using Central Supplier Database number(s). i.e MAAA
SITA RFB1183/2022	Bidder must be accredited under SITA RFB1183/2022 Limpopo Province Bidder must be accredited to offer all of the following specific services under RFB1183/2022 that are specific to our project requirement. The unique Item Control Numbers (ICN) are as follow: 1. 81112011-0029 Information Security - Security Architecture 2. 81112011-0057 Software Support and Maintenance 3. 81112011-0058 Database Support and Maintenance 4. 81112011-0060 Communication Network - WAN/VPN Planning and Design 5. 81112011-0061 Communication Network -

	WAN/VPN Development and Implementation 6. 81112011-0062 Communication Network - WAN/VPN Maintenance 7. 81112011-0063 Communication Network - Network Monitoring and Management 8. 81112011-0064 Communication Network - Internet/Intranet Hosting 9. 81112011-0065 Communication Network – Telecommunication 10. 81112011-0066 LAN and Desktop - LAN Planning and Design 11. 81112011-0067 LAN and Desktop - LAN Support 12. 81112011-0068 LAN and Desktop - LAN and Desktop Support 13. 81112011-0070 Functional Application Support Services
Electronic Communications Network Service (ECNS) and Electronic Communications Services (ECS) licenses issued by ICASA for the company	Attach valid certified copy of both ECNS (National or any Limpopo regional) and ECS (National or any Limpopo regional), not older than three months
Stamped proof of ownership of at least six (6) utility vehicles to show that bidders have own reliable transport to cover the sites for installation and support.	Attach valid certified proof of ownership or lease agreement, not older than one month of the date the bid was advertised, these vehicles are to cover all 6 districts of the department.
ICASA Type Approval Certificates for Both PBX and VOIP Gateway (Company or Distributor)	Attach both valid certified copies of the licenses from your company or distributor, not older than one month of the date the bid was advertised
OEM Letters for the Server	Attach valid copy of the certificate in your company name.
OEM Letter for the Firewall	Attach valid copy of the certificate in your company name.
OEM Letter for the PBX	Attach valid copy of the certificate in your company name.
OEM Letter for Cabling	Attach valid copy of the certificate in your company name.
ISO 9001	Attach valid copy of the certificate in your company name.
ISO 27001	Attach valid copy of the certificate in your company name.
ISO 20000	Attach valid copy of the certificate in your company name.
Distributor/OEM Letters as Resellers for IP Phones and Access Points.	Attach both valid copies of the letters stating that your company is an accredited reseller.
Financial Capacity NB: The Department reserves the right to verify letters	Attach An undertaking by a bank as recognized by the Banks Act 94 of 1990 to provide a minimum value of ten million rands (R10 000 000.00) revolving credit or bank overdraft facility to the prospective bidder; or

	• In case of a self-funding company, a stamped bank statement reflecting a minimum value of ten million rands (R10 000 000.00) not older than one month from the date the bid was advertised must be provided; or • An original guaranteed letter from the registered Financial Institution registered with National Credit Regulator of a minimum value of ten million rands (R10 000 000.00) not older than one month from the date the bid was advertised must be provided.
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PHASE 2: FUNCTIONALITY COMPLIANCE

Bidders must score a minimum of **70 out of 100** in respect of functionality to qualify for further evaluation. A bidder that scores less than **70 out of 100** will be disqualified.

Criteria	Sub-Criteria	Weight of Criterion	Bidder Score
Company Experience and Track Record Attach contactable reference letters from government entities or departments or municipalities or private institutions (not older than 6 months).	Reference letters covering Network, Internet, WI-FI, VoIP Telephony and Firewall Services and value of the project.	10 points 6 Letters = 10 Points 3-5 Letters = 5 Points 1-2 Letters = 2 Points 0 Letter = 0 Point	
Company Experience and Track Record Attach contactable reference letters from government entities or departments or municipalities or private institutions (not older than 6 months).	Reference letters covering Facial Biometric Recognition Solution	10 points 6 Letters = 10 Points 3-5 Letters = 5 Points 1-2 Letters = 2 Points 0 Letter = 0 Point	
Company Experience and Track Record Attach contactable reference letters from government entities or departments or municipalities or private institutions (not older than 6 months).	Reference letters covering LAN/Cabling Services	10 points 4 Letters = 10 Points 1-3 Letters = 5 Points 0 Letter = 0 Point	
Detailed High Level Project Plan and Methodology showing implementation in all the libraries including site	Plan and Methodology on how to provide the required services (Internet, Vouchers, WAN, VPN, LAN, Facial Biometric	20 points 2 months or less = 20 points	

surveys. The plan should also show the timelines for the entire project.	Recognition Solution and VOIP Services) within two months period on all libraries.	No timelines = 0 point	
Key Staff CV Project Manager 5+ years of experience (post certification)	Project Manager required for the initial implementation of the project: Must have Prince2/PMP+COBIT+ITIL certification	10 points Prince2/PMP+COBIT+ITIL certificates = 10 Points 1-2 Certificates = 5 Nothing = 0 Point	
Key Staff CV Service Delivery Manager 5+ years of experience (post certification)	Service Delivery Manager to manage the contract for full duration (36 months) for SLA Meetings, helpdesk calls and updates. Must have IT Diploma/Degree, Service Desk Certificate, ITIL Certificate etc.	10 points IT Diploma/Degree + Service Desk+ ITIL = 10 Points IT Diploma/Degree = 5 Points Nothing = 0 Point	
Key Staff CV Technical Manager 5+ years of experience	Technical Manager to assist with all technical support issues and assign Technicians to Districts for issue resolutions and voucher allocations. Must have IT Diploma/Degree, Firewall Certificate, Wi-Fi AP Specialist Certificate and Cabling Certificate.	10 points IT Diploma/Degree + Firewall + Wi-Fi AP Specialist Certificate + Cabling Certificates = 10 Points IT Diploma/Degree + 1-2 Certificates = 5 Points Nothing= 0 Points	
Key Staff CV 3 x Senior Technicians 5+ years of experience	Attach 3 CVs of technicians and their Firewall, Cabling and Wi-Fi Certifications.	10 points 3 CVs + 9 Certificates (3 Certificates per Technician) = 10 Points 1-2 CVs + 3 Certificates Per Technician = 5 Points Nothing = 0 Point	
Key Staff CV 3 x Junior Technicians 2 + years of experience	Attach 3 CVs of technicians and their Firewall Certification.	10 points 3 CVs + 3 Certificates (1 Certificate per Technician) =10 Points 1-2 CVs + 1 Certificate Per Technician =5 Points	

		Nothing= 0 Point	
Total		100	

PHASE 3: INSPECTION IN LOCO

The Department will conduct an inspection in Loco for bidders who scored 70 points and above on functionality.

The prospective bidder will be required to demonstrate, in a live environment, the capability of the proposed system to deliver the required Facial Counting Recognition Solution. The demonstration will be conducted either at the bidder's premises or another approved location and must confirm that the bidder:

- a) possesses the proposed Facial Counting Recognition Solution.
- b) that the software provides the required functional and technical solutions as outlined in the Terms of Reference; and
- c) that the bidder's team is capable of operating and supporting the system effectively.

The demonstration must practically illustrate the following:

- d) Live operation of the proposed Facial Counting Recognition software solution, showing system accessibility and interface.
- e) Functional capability of the system to handle Facial Counting Recognition Solution.
- f) Facial Counting Recognition Solution can be easily customised to migrate the current manual paper-based register used at the sites/libraries
- g) Demonstration of reporting functionality
- h) Ability of the bidder's staff to operate and support the system during demonstration, reflecting their technical competence.

NB: FAILURE TO DEMONSTRATE ANY OF THE ABOVE-MENTIONED WILL LEAD TO DISQUALIFICATION

PHASE 4: PRICE AND SPECIFIC GOALS

90/10 PREFERENCE POINTS SCORING SYSTEM IN TERMS OF PPR 2022.

Points for this tender shall be awarded for:

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

The specific goals allocated points in terms of this tender.	Number of points allocated (90/10 system) (To be completed by the organ of state)	Means of Verification	Number of points claimed (90/10 system) (To be completed by the tenderer)
With at least 51% ownership by Black People	05	To be verified through CSD report	
With at least 51% ownership by Women	01	To be verified through CSD report	
With at least 51% ownership by Youth	01	To be verified through CSD report	
With at least 51% ownership by People with Disabilities	01	To be verified through CSD report (Attach medical certificate with practice number from the registered doctor or hospital not older than 12 months of issue)	
With at least 51% ownership by Military Veterans	01	To be verified through CSD report (Attach proof from Department of Military Veterans)	
With at least 51% ownership by Rural / Township Business	01	To be verified through CSD report (Attach letter from Traditional Authority and / municipal bill not older than 12 months)	

24. CONFLICT OF INTEREST

Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must have systems in place to identify potential conflicts and to bring them to the attention of the Department.

25. GLOSSARY

VPN means – Virtual Private Network

VOIP means – Voice Over Internet Protocol

POE means – Power Over Ethernet

ISO means - International Organization for Standardization

LAN means – Local Area Network

PBX means – Private Branch Exchange

DSAC 2026/27-B16: THE APPOINTMENT OF AN INFORMATION COMMUNICATION TECHNOLOGY SERVICE PROVIDER FOR THE PROVISION OF SERVICES FOR INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, LAN, VOIP SOLUTION, FACIAL COUNTING RECOGNITION SOLUTION, WI-FI INCLUDING SUPPORT AND MAINTENANCE IN LIBRARIES (LIMPOPO) FOR A PERIOD OF THREE (3) YEARS.

PART A INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE)					
BID NUMBER:	DSAC2026/27-B16	CLOSING DATE	18 AUGUST 2026	CLOSING TIME:	11H00AM
DESCRIPTION	THE APPOINTMENT OF AN INFORMATION COMMUNICATION TECHNOLOGY SERVICE PROVIDER FOR THE PROVISION OF SERVICES FOR INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, LAN, VOIP SOLUTION, FACIAL COUNTING RECOGNITION SOLUTION, WI-FI INCLUDING SUPPORT AND MAINTENANCE IN LIBRARIES (LIMPOPO) FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
21 BICCARD STREET, OLYMPIC TOWERS BUIDLING					
DEPARTMENT OF SPORT, ARTS AND CULTURE					
POLOKWANE, 0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MODIBA M.V / MABASA L		CONTACT PERSON	KGANAKGA N.R	
TELEPHONE NUMBER	015 284 4108 / 4093		TELEPHONE NUMBER	015 284 4136	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	modibav@sac.limpopo.gov.za mabasal@sac.limpopo.gov.za		E-MAIL ADDRESS	kganakgar@sac.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

SBD1

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

TOTAL BID PRICE:

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

SBD3.1

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

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

Name of bidder.....	Bid number...DSAC2026/27-B16.....
Closing Time 11:00AM	Closing date...18 AUGUST 2026.....

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

ITEM NO.	DESCRIPTION				TOTAL PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
1.	ONCE OFF SUPPLY, DELIVERY, AND INSTALLATION OF INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, LAN, VOIP SOLUTION, WI-FI				R
			TOTAL PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 1	TOTAL PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 2	TOTAL PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 3
2.	SERVICE FOR INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, LAN, VOIP SOLUTION, WI-FI INCLUDING SUPPORT AND MAINTENANCE IN LIBRARIES (LIMPOPO) FOR A PERIOD OF THREE (3) YEARS.	01	R	R	R
TOTAL PRICE					R
3. LOCAL AREA NETWORK (LAN) SUPPORT AND MAINTENANCE AS AND WHEN REQUIRED					
Services	Description	Unit of measure	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 1	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 2	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 3
Network Points	Installation of Cat6 Data Points (incl. RJ45 & Faceplates)	Per Point	R	R	R
	UTP Testing, Fixing and Labelling	Per Unit	R	R	R

	Replace flashmount wall boxes, 45deg ADAPTER PLATE for COMPACT, RJ 45 WHITE SHUTTER CAT 6, TRUNKING FRAME 50 x 50, 25 X 50 BLANK	Per Unit	R	R	R
Cabinet/Rack	Supply, install & Connect 2U Electrical Surge & Lighting Protection / Complete System for One V11/X.21 Interface / Unit Includes	Per Unit	R	R	R
	Patch Panel 24 ports	Per Unit	R	R	R
	Brush Panel	Per Unit	R	R	R
	Equipment AC Power Surge Protector (Phase 3), AC Feed Power Trip-Switch & 15A Feed Socket for Cabinet, Optical Isolation Barrier & Surge Protection on V.	Per Unit	R	R	R
	Relocate cabinet to the right of position, cabinet Cleaning, mounting existing switches, modems and Cable tying.	Per Unit	R	R	R
	Testing, Repair and /or replacement of cabinet Fan and cabinet power plugs	Per Unit	R	R	R
	Cabinet Cleaning, mounting existing switches, modems and Cable tying	Per Unit	R	R	R
UPS	Supply and installation of 6000VA UPS	Per Unit	R	R	R
Electrical	Electrical Dedicated Power Point complete, excl CB.	Per Unit	R	R	R
	15a Dedicated Plug top	Per Unit	R	R	R
	15a Plug Assembly, Dedicated Power, Color Red, For Mounting in P801 Metal Skirting	Per Unit	R	R	R
	Wire, Electrical, Surfex, 2.5 Mm2 (Red Plugs)	Per Unit	R	R	R
	Electrical Normal Power Point complete, excl CB.	Per Unit	R	R	R
	15a Standard Plug top	Per Unit	R	R	R

	15a Plug Assembly, Normal	Per Unit	R	R	R
	Power, For Mounting In P801 Metal Skirting	Per Unit	R	R	R
	Wire, Electrical, Surfex, 2.5 Mm2 (Normal Plugs)	Per Unit	R	R	R
	Electrical 2 Pin 5 A Power outlet	Per Unit	R	R	R
	25a, Circuit Breaker, Heinemann or equivalent, Std Curve	Per Unit	R	R	R
Power Skirting	Power Skirting 2 Compartment Supply & Install (2.4m length)	Per Unit	R	R	R
	Corners for power skirting	Per Unit	R	R	R
	End caps for power skirting	Per Unit	R	R	R
	T - joint for power skirting	Per Unit	R	R	R
Network Switch	Supply and Installation of 24 port POE Network switch	Per Unit	R	R	R
Access Point	WIFI 6/7 capable Dual Band 3x3,2x2 MU-MIMO ether port:1x 10/100/1000/2500 180 Meter Radius	Per Unit	R	R	R
Technical Support and maintenance	Remote Support and maintenance	Per Hour	R	R	R
	On-site Support and maintenance	Per Hour	R	R	R
Kilometers	The Department will pay disbursement according to proven kilometers travelled in terms of the National Department of Transport tariff rates				
	SUB-TOTALS		R	R	R
TOTAL BID PRICE					R

4. FACIAL COUNTING RECOGNITION SOLUTION INFRASTRUCTURE REQUIREMENTS

Description	Total Price (All Applicable Taxes Inclusive)		
Supply and Delivery of Hardware which includes: - Central Server - Configuration, deployment, and installation. - Migrate current manual paper-based attendance register template	R		
	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
	YEAR 1	YEAR 2	YEAR 3
Edge Server To connect IP cameras and local facial processing	R	R	R
IP Camera For video and image capturing	R	R	R
Licensing Provisioning of Software including license annually	R	R	R
Computer User registration desktop	R	R	R
SUB-TOTAL	R	R	R
TOTAL BID PRICE	R		

OVERALL TOTAL BID PRICE (Paragraph 1+2+3+4)

R _____

- Required by:

- At:

- Brand and model

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name) _____ in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING

ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO

BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

a) The applicable preference point system for this tender is the **90/10** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender.	Number of points allocated (90/10 system) (To be completed by the organ of state)	Means of Verification	Number of points claimed (90/10 system) (To be completed by the tenderer)
With at least 51% ownership by Black People	05	To be verified through CSD report	
With at least 51% ownership by Women	01	To be verified through CSD report	
With at least 51% ownership by Youth	01	To be verified through CSD report	
With at least 51% ownership by People with Disabilities	01	To be verified through CSD report (Attach medical certificate with practice number from the registered doctor or hospital not older than 12 months of issue)	
With at least 51% ownership by Military Veterans	01	To be verified through CSD report (Attach proof from Department of Military Veterans)	
With at least 51% ownership by Rural / Township Business	01	To be verified through CSD report (Attach letter from Traditional Authority and / municipal bill not older than 12 months)	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

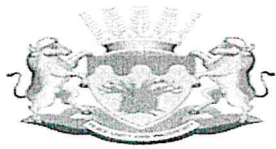
- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

LIST OF LIBRARIES WITH GPS CO-ORDINATES 2026

Item No	District	Library Names	Geo Codes	Speeds
1	Capricorn	Aganang	23°44' 6.00" S 29° 3'4.79" E	20Mbps
2	Capricorn	Alldays	22°40' 57.68"S 29° 6'8.94" E	20Mbps
3	Capricorn	Capricorn District	23°53' 55.36"S 29° 28'7.18" E	50Mbps
4	Capricorn	Eldorado	22°58'46.6"S 28°55'48.0"E	20Mbps
5	Capricorn	Ga-Molepo	24°01'59.1"S 29°44'33.7"E	20Mbps
6	Capricorn	Lebowakgomo	24°15'04.0"S 29°38'08.9"E	30Mbps
7	Capricorn	Mankweng	23°52'48.94"S 29°42'2.20"E	50Mbps
8	Capricorn	Mogwadi	23°22'0.16"S 29°19' 28.34"E	20Mbps
9	Capricorn	Moletjle	23° 44' 9.96" E 29° 18' 10.8"	20Mbps
10	Capricorn	Morebeng	23°29'43.29" S 29° 55' 44.55" E	20Mbps
11	Capricorn	Senwabrwana	23°17'12.66"S 29°07'55.70"E	20Mbps
12	Capricorn	Siloe	24°11'00.0"S 29°27'46.6"E	20Mbps
13	Capricorn	Nirvana	23°54'54.2"S 29°26'23.5"E	20Mbps
14	Capricorn	Polokwane City	23°54'28.0"S 29°27'15.1"E	50Mbps
15	Capricorn	Seleteng	24°17'17.9"S 29°38'33.8"E	20Mbps
16	Capricorn	Seshego	23°51'29.44"S 29°23'53.77"E	20Mbps
17	Capricorn	Fedile	24°02'33.7"S 30°16'27.7"E	20Mbps
18	Capricorn	Ramokgopa	23°28'14.3"S 29°49'00.3"E	20Mbps
19	Capricorn	Westernburg	23°54'17.0"S 29°25'48.6"E	20Mbps
20	Capricorn	Matseke Library	24°11'00.0"S 29°27'46.6"E	20Mbps
21	Capricorn	Ga Maja Library	23° 15' 21.37" S 30° 6' 14.66" E	20Mbps
22	Capricorn	DSAC Head Office	-23.915586647795585, 29.457371209498234	100Mbps
23	Vhembe	Khubvi	22°49'43.8"S 30°33'21.9"E	20Mbps
24	Vhembe	Makhahlule	22°55'31.3"S 30°54'59.9"E	20Mbps
25	Vhembe	Ntsako Matsakali	23°02'51.1"S 30°45'36.2"E	20Mbps
26	Vhembe	Masisi	22°25'05.1"S 30°52'08.0"E	20Mbps
27	Vhembe	Litshovu	23°06'09.3"S 29°48'01.2 "E	20Mbps
28	Vhembe	Vuwani	23°07'45.7"S 30°25'17.2 "E	20Mbps
29	Vhembe	Makhado	23°02'36.0"S 29°54'32.1"E	50Mbps
30	Vhembe	Mukondeni	23° 15' 21.37" S 30° 6' 14.66" E	20Mbps
31	Vhembe	Musina Nancefiled	22°19'51.7"S 30°02'09.2"E	20Mbps
32	Vhembe	Musina Public	22°21'5.62"S 30°2'22.88"E	30Mbps
33	Vhembe	Mutale	22°44'55.95"S 30°31'30.11"E	20Mbps
34	Vhembe	Nzhelele	22°53'52.8"S 30°01'36.4"E	20Mbps
35	Vhembe	Saselemanani	22°49'47.2"S 30°51'27.7"E	20Mbps
36	Vhembe	Thulamela	22°59'02.5"S 30°27'34.3"E	50Mbps

37	Vhembe	Vhembe District Library	22°56'45.9"S 30°29'11.1"E	50Mbps
38	Vhembe	Timamogolo	24°13'12.5"S 30°26'21.9"E	20Mbps
39	Vhembe	Tshikonelo	22°52'50.4"S 30°45'08.7"E	20Mbps
40	Vhembe	Tshitale	23°20'50.6"S 29°59'29.9"E	20Mbps
41	Vhembe	Khuvhi Library	22°06'06.3"S 29°27'01.5 "E	20Mbps
42	Vhembe	Bungeni Library	22°53'52.8"S 30°01'36.4"E	20Mbps
43	Vhembe	Vleifontein Library	23.21374.29.99218 E	20Mbps
44	Vhembe	Tshaulu Library	22.80492,30.75301 E	20Mbps
45	Vhembe	Manendzhe	23.18432,30.16910"E	20Mbps
46	Vhembe	Ga Masia	23.21692.30.32990 E	20Mbps
47	Vhembe	Olifantshoek	22°53'52.8"S 30°01'36.4"E	20Mbps
48	Vhembe	Mulamula	-23.106778715996796, 30.57648589597774	20Mbps
49	Waterberg	Modimolle Public Library	24°42'12.52"S 28°24'21.49	30Mbps
50	Waterberg	Mookgophong Town	24°30'55.83"S 28°42'43.99	30Mbps
51	Waterberg	Mogalakwena	24° 11' 5.46" S 29° 0' 32.08" E	20Mbps
52	Waterberg	Thabazimbi	24° 35' 50.17" S 27° 24' 27.32" E	30Mbps
53	Waterberg	Waterberg District	24°42'13.9"S 28°24'14.9"E	50Mbps
54	Waterberg	Babirwa	24° 10' 58.72" S 29° 0' 35.21" E	20Mbps
55	Waterberg	Bakgoma	23°32'38.9"S 28°49'13.7"E	20Mbps
56	Waterberg	Bela-Bela Town	24°53'05.7"S 28°17'27.8"E	30Mbps
57	Waterberg	Lephalale Public	23°41'12.2"S 27°41'48.5"E	50Mbps
58	Waterberg	Mahwelereng Public	24°08'42.4"S 28°58'44.3"E	20Mbps
59	Waterberg	Marapong	23° 39' 22.52" S 27° 37' 27.89" E	20Mbps
60	Waterberg	Northam	24° 57' 5.18" S 27° 16' 11.56" E	20Mbps
61	Waterberg	Rapotokwane	25°07'26.9"S 28°38'58.2"E	20Mbps
62	Waterberg	Roedtan	24° 36' 4.28" S 29° 4' 50.92" E	20Mbps
63	Waterberg	Shongoane	23°33'04.3"S 28°05'49.6"E	20Mbps
64	Waterberg	Thabo Mbeki/Witpoort	23°20'39.2"S 28°00'56.6"E	20Mbps
65	Waterberg	Vaalwater	24° 17' 34.87" S 28° 7' 13.69" E	20Mbps
66	Waterberg	Regorogile	24°35'28.7"S 27°23'28.2"E	20Mbps
67	Waterberg	Mahlabathini	-24.145788454900345, 28.952360297619713	20Mbps
68	Waterberg	Phagameng	24°41'55.6"S 28°26'36.7"E	20Mbps
69	Waterberg	Botshabelo	-23.426746407366082, 30.515243572997655	20Mbps
70	Waterberg	Bela-Bele Township Library	23°41'12.2"S 22°41'48.3"E	30Mbps
71	Waterberg	Bakenberg	-23.861112911548183, 28.766121678909734	20Mbps
72	Tzaneen	Drakensig	24°20'39.0"S 30°56'01.6 "E	20Mbps
73	Tzaneen	Haenertsburg	23°56'24.94"S 29°56'28.26"E	20Mbps
74	Tzaneen	Hoedspruit	24°21'07.0"S 30°56'49.1"E	30Mbps
75	Tzaneen	Kgapane	23°38'44.6"S 30°16'43.7"E	20Mbps
76	Tzaneen	Letsitele Public	23°53'25.7"S 30°23'05.7"E	20Mbps
77	Tzaneen	Maphalle	23°38'71.20"S 30°36'13.85 "E	30Mbps
78	Tzaneen	Metz Public	24°14'37.86"S 30°28'23.54"E	20Mbps
79	Tzaneen	Modjadiskloof	23°41'45.1"S 30°08'11.1"E	20Mbps

80	Tzaneen	Mulati	23°56'36.1"S 30°24'20.4"E	20Mbps
81	Tzaneen	Shiluvane	24°02'14.6"S 30°16'28.9"E	20Mbps
82	Tzaneen	Soetfontein Public	23°22'03.2"S 30°09'46.8"E	20Mbps
83	Tzaneen	Tzaneen District	23°49'59.0"S 30°09'06.4"E	50Mbps
84	Tzaneen	Tzaneen Public	23°49'39.26"S 30°9'31.79"E	50Mbps
85	Tzaneen	Sekgopo	-23.61464251971994, 29.98545998016643	20Mbps
86	Tzaneen	Senwamokgope	-23.405474658414878, 30.156996189896486	20Mbps
87	Tzaneen	Timamogolo	24°13'12.5"S 30°26'21.9"E	20Mbps
88	Tzaneen	Shotong Library	23°41'45.1"S 30°08'11.1"E	20Mbps
89	Tzaneen	Motupa	23°28'41.6"S 24°16'43.8"E	20Mbps
90	Tzaneen	Mokwakwaila	-23.519326016135917, 30.424774629883462	20Mbps
91	Mopani	Leboneng	23°55'57.1"S 31°02'00.8"E	20Mbps
92	Mopani	Giyani District	23°19'06.1"S 30°43'13.6"E	50Mbps
93	Mopani	Giyani Public	23°18'37.2"S 30°41'30.8"E	50Mbps
94	Mopani	Xihlovo	23°28'59.2"S 30°52'29.2"E	20Mbps
95	Mopani	Selwane	23°29'51.5"S 31°00'51.1"E	20Mbps
96	Mopani	Gravellote	23°57'06.5"S 30°36'45.0"E	20Mbps
97	Mopani	Rixile	23°51'59.6"S 31°05'01.5"E	20Mbps
98	Mopani	Phalaborwa	23°57'02.2"S 31°08'10.9"E	30Mbps
99	Mopani	Muyexe	23°11'21.8"S 30°55'06.4"E	20Mbps
100	Mopani	Zamani / Nkuri	23°15'11.2"S 30°32'22.9"E	20Mbps
101	Mopani	Makhuva	23°34'55.6"S 30°58'04.1"E	20Mbps
102	Mopani	Runnymede	-23.66074364768198, 30.445607666620624	20Mbps
103	Mopani	Mamaila Library	23°11'21.8"S 30°55'06.4"E	20Mbps
104	Mopani	Mavalani	-23.30704425901706, 30.70670866475819	20Mbps
105	Sekhukhune	Burgersfort Tubatse	24°40'26.6"S 30°19'44.4"E	20Mbps
106	Sekhukhune	Fetakgomo	24° 25' 6.03" S 29° 46' 59.29" E	20Mbps
107	Sekhukhune	Ga-Mapodile	24°43'51.3"S 30°08'02.2"E	20Mbps
108	Sekhukhune	Ga-Phaahla	24°41'22.3"S 29°44'07.8"E	20Mbps
109	Sekhukhune	Groblerdal	25°09'55.1"S 29°23'47.0"E	50Mbps
110	Sekhukhune	Jane Furse	24°44'17.8"S 29°50'18.8"E	20Mbps
111	Sekhukhune	Marble Hall	24° 58' 02.8" S 29° 17' 17.35" E	20Mbps
112	Sekhukhune	Orighstad	24° 44' 45.56" S30° 34' 44.36" E	20Mbps
113	Sekhukhune	Phatanswane	24° 55' 18.90" S 29° 52' 58.68" E	20Mbps
114	Sekhukhune	Sekhukhune District	24°18'26.0"S 29°28'51.6"E	50Mbps
115	Sekhukhune	Rossenekal Library	25° 11' 32.3" S 29° 52' 58.68" E	20Mbps
116	Sekhukhune	Vlakfontein	25° 00' 46.9" S 29° 39' 21.9" E	20Mbps
117	Sekhukhune	Sekhukhune Public	-24.23272459745758, 29.61354178175459	20Mbps
118	Sekhukhune	Twickinum/ Mopetse	-24.436330441946687, 30.07933519531174	20Mbps
119	Sekhukhune	Phokwane Library	24°51'56.45"S 29°45'10.44"E	20Mbps
120	Sekhukhune	Mampane Library	24°51'56.45"S 29°45'10.44"E	20Mbps
121	Sekhukhune	Moutse West Library	23°19'06.1"S 30°43'13.6"E	20Mbps

122	Sekhukhune	Ga Masemola Library	23°11'21.8"S 30°55'06.4"E	20Mbps
123	Sekhukhune	Moutse East Library	24°44'17.8"S 29°50'18.8"E	20Mbps
124	Sekhukhune	Practiser	24.53907,30.32062 "E	20Mbps
125	Sekhukhune	Ga-Makua	24.73227,29.99197 "E	20Mbps
126	Sekhukhune	Thusong Centre	24.72982,30.13309 "E	20Mbps
127	Sekhukhune	Sefateng	24.28065,29.86176 "E	20Mbps
128	Sekhukhune	AToK	24.30107,29.89011 "E	20Mbps

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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29. Governing language
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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 Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.