



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL

TENDER NUMBER	DLCA/2025/02
DESCRIPTION	To appoint suitable qualified and experience South African service providers to provide the support and maintenance of Live Capture Enrolment Units (old and new) at the Driving Licence Testing Centres nationwide for the period of 12 months.
TENDER BRIEFING	There will be no compulsory physical briefing information session on for any clarity seeking questions or enquiries please contact the below: Other enquiries can be made in writing as follows: Administration/Supply Chain Management: Tyron Mkhari tyron.mkhari@dlca.gov.za Technical: Norma Zeka norma.zeka@dlca.gov.za
CLOSING DATE	DATE: 17 November 2025 TIME: 11H00 (GMT +2) at abovementioned address ADDRESS: 459b Tsitsa Street, Erasmuskloof, Pretoria

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ANNEXTURE A

TECHNICAL PROPOSAL

1 INTRODUCTION AND BACKGROUND

The Driving Licence Card Account (DLCA) was established in 1997 in terms of the Public Finance Management Act of 1999 (PFMA) under the Department of Transport (DoT) to produce and deliver driving licence cards in South Africa. The Trading Entity started operating within the DoT as the services for production of driving licences were outsourced.

The applications for the driving licence cards are processed using the live capture enrolment units (LEUs) located at the Driving Licence Testing Centres (DLTCs). When these units need repairs, a call is logged by the DLTC through a Provincial helpdesk to DLCA helpdesk and the technician is dispatched to attend to the call as part of the maintenance process. The Entity bears the cost of repair and maintenance of these units.

The malfunctioning of these units negatively impacts on service delivery at the DLTCs and the risk associated with the non-servicing of the units may lead to public unrest, protests and eventually shutting down of the DLTCs.

The payment for these services will only be affected when there is a call logged by the DLTCs and it was attended and resolved by the appointed company.

2 PURPOSE

The purpose of this Terms of Reference (TOR's) is to invite potential qualified service providers to submit proposals for the provision of the Support and maintenance of Live Capture Enrolment Units (LCUs) to the DLTCs for a period of twelve (12) months depending on the needs of the organization.

3 SCOPE

The DLCA is looking for suitably, qualified and experienced South African service providers per Province to render services as detailed on number five (5) of this document. The successful service providers are expected to render services during business hours at the Driving License Testing Centres (DLTCs) nationwide. The successful service providers must comply with the requirements as detailed in this document.

4. OUTPUT

4.1. Provide maintenance, replacement and support for 12 months

COMPOSITION OF LIVE CAPTURE ENROLMENT UNITS

- a. Eye Test Unit – To perform the vision test
- b. Camera – To capture the picture to be used for card production
- c. Printer – To print all the licence transactions
- d. Signature Pad - To capture the signature of an applicant
- e. Finger print reader – To capture the finger prints and be used as unique identification of an applicant. Also used for criminal check for PrDP applications.
- f. Barcode Scanner – Scan the ID or Driving licence of an applicant
- g. UPS – To sustain the LCU in the event of a power failure
- h. Enrolment Equipment – To capture the applicant demographic data.
- i. Backdrop – To ensure the quality background of the picture



LEU Desktop



LEU Mobile

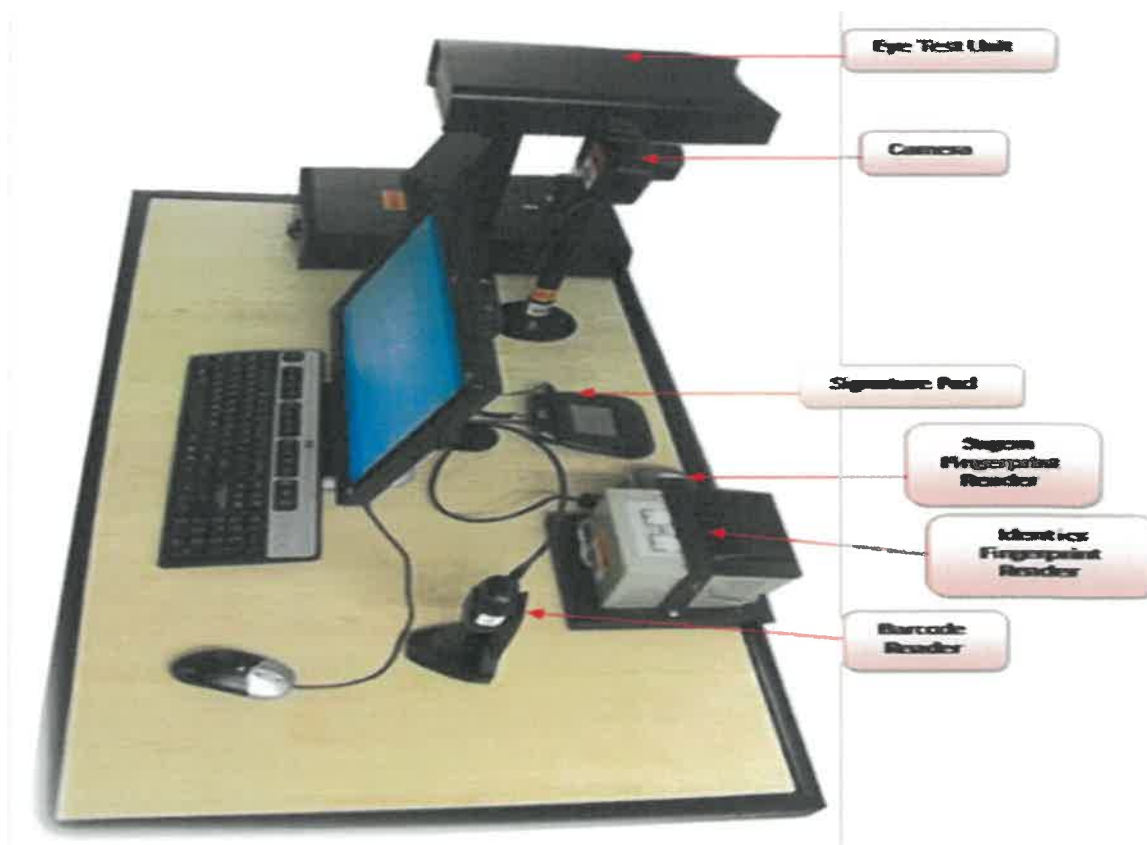


Fig: 3 LCU

List of DLTCs per province

Province	No. of DLTCs
Eastern Cape	50
Free State	63
Gauteng	41
Kwazulu Natal	48
Limpopo	35
Mpumalanga	39
North West	30
Northern Cape	48
Western Cape	62

NB: The number of DLTCs per Province might change as and when new DLTCs are opened and old DLTCs closed

5. PROJECT REQUIREMENTS

The proposal requirement and evaluation parameters are as follows:

5.1. Functional/Technical Requirements

- a) **Business Hours:** The service providers should be able to provide a service during business hours, Monday to Friday (07:30 – 17:00) including Saturdays (07:30 – 13:30)
- b) **Technicians:** The service providers should have their own competent and qualified technicians to deliver the service.
- c) **Prior Knowledge and Experience:** The service providers should have previous knowledge and experience regarding the maintenance and support of LEU/LCUs hardware equipment or similar enrolment equipment.
- d) The service providers should have at least three (as per 7.2 number 2) years' experience in the IT technical support or related areas and certified by Original Equipment Manufacturer (OEM).
- e) **Turn Around Time for Replacement of Units:** In the event that equipment needs to be replaced due to being faulty or stolen, the service provider should have the capacity to replace faulty or stolen units with units provided by the DLCA within the stipulated time frame as per the Service Level Agreement.
- f) **Incident/Problem Management Processes and Procedures:** The service providers should provide a description of how the logged calls/ incident will be handled.
- g) **Contingency Plan:** The service providers should ensure that LEUs/LCUs are functioning optimally (95% uptime) under all circumstances.
- h) **Turnaround time for resolving calls:** The service providers should ensure that all logged calls are attended or resolved as per the call handling priority.

5.2. Project Experience

Service provider(s) should have the skills, the resources and successfully provided the proposed solution or similar solution for at least a period of three (3) years.

5.3. References

Service provider should provide at least three reference letters from the previous client where a similar solution has been provided.

5.4. Prioritization of calls

Problem Priority	Status	Impact	Time-to-repair (TTR)
Priority 1	Mission critical	Serious business impact	Two (2) hours
Priority 2	Extremely urgent	Significant business impact	Four (4) hours
Priority 3	Urgent	Medium business impact	Eight (8) hours
Priority 4	Low	Minor business impact	Twenty four (24) hours

Status and description

Status	Description
Mission Critical	An activity, device, service or system failure or disruption that will cause a total failure in the live capture operations within the DLTC's "76 – 100% failure within the site
Extremely urgent	An activity, device, service or system failure or disruption that will cause a total failure in the live capture operations within the DLTC's "50 – 75% failure within the site
Urgent	An activity, device, service or system failure or disruption that will cause a total failure in the live capture operations within the DLTC's "5 – 49% failure within the site

Status	Description
Low	An activity, device, service or system failure or disruption that will cause a minor failure in the live capture operations within the DLTC's

5.5. Incident Resolution Time

Measurement	Mission Critical	Extremely Urgent	Urgent
Hours	Monday – Friday 07:30 – 17:00	Monday – Friday 07:30 – 17:00	Monday – Friday 07:30 – 17:00
	2 hours	4 hours	8 hours

Time-to-repair (TTR) is the key element for measuring service levels to affect the repair. The TTR is measured from the time that a call is in an **"assigned"** status on the call management system until the call is marked as **"resolved"**. This duration is automatically captured by the call management system and the call can only be closed by the call initiator.

The TTR will be measured in office hours applicable to the specific site. For the multiple sites down scenario the appropriate 'related' calls will be opened in the call management system, linked to the parent call for resolution. Once the parent call has been resolved, the 'related' calls will change in status as resolved.

5.6. Travel time

Travel time will be added to the TTR in respect of sites with distance categories of y or z. The table below lists the hours that will be added to the TTR for the different distance categories and maintenance categories.

Table 2: Distance allowance to be added to time-to-repair (TTR)			
Maintenance category	Distance category x (less than 100 km)	Distance category y (100km to 200 km)	Distance category z (more than 200 km)
A	1 hour	Add 3 hours	Add 6 hours
B	1 hour	Add 3 hours	Add 6 hours
C	1 hour	Add 3 hours	Add 6 hours

The travel time will be added to the TTR as soon as the call has been assigned to the relevant service provider. This implies that only the portion that falls within the office hours will be added to the TTR, and travel outside of these hours will not be added.

5.7. Service Offering

The service providers are expected to provide the following services but not limited to:

- Installation and maintenance of the units.
- Install software updates i.e. Update Image Handling Number (IHN).
- Fixing system bugs.
- Replacing of faulty or stolen LEU/LCU parts.
- Repairing (Troubleshooting) of LEU/LCU.
- The call (fault) should be attended within the agreed turnaround time.

5.8. Company Experience

Service providers together with the technicians that will be attending to the calls should have at least three (3) years' experience in providing a similar IT technical support services and should provide proof accompanied by correspondence from referees indicating that such project was executed as well as their contactable references. Failure to submit the above correspondence, will result in ***bidders forfeiting points in this category.***

5.9. Delivery period of the required LCU/LEU support and maintenance services

The successful bidders must be able to provide the required LEU/LCU or similar support and maintenance service upon receiving Service Level Agreement and the work order.

Bid to be considered for:

Province	Yes (Please Tick)	NO (Please Tick)
Gauteng		
Limpopo		
North West		
Western Cape		
Eastern Cape		
Kwazulu-Natal		
Northern Cape		
Free State		
Mpumalanga		
Name of Bidder.....		
Signature of Bidder.....		

NB: Bidders must have office/s in any/all of the province/s that they bid for. Failure to have office in that province will invalidate a bid for that province

6. FINANCIAL PROPOSAL

- 6.1. Detailed costing aligned to the scope of work must be submitted;
- 6.2. The proposed project costs must be all-inclusive; and
- 6.3. The DLCA reserves the right to negotiate the selection/prioritization of deliverables in line with the contract price

7. EVALUATION CRITERIA

Bids will be evaluated on 80/20 point system as outlined in the Preferential Procurement Regulations of 2017.

The proposals will be evaluated in three phases:



7.1. Phase 1: Mandatory Documents

Submission of the following:

1.	Central Supplier Database summary report
2.	Valid Tax Compliance Status (with SARS PIN CODE)
3.	The whole bid document should be signed and each page be initialized were required

Note: Bidders who fail to comply with the mandatory requirements will be disqualified.

Terms of Reference: Live Capture Enrolment Unit support and maintenance

7.2. Phase 2: Functionality

An assessment of Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the Service provider will be required to score a minimum of 70 points (out of the 100 points), i.e. 70%, for Functionality in order to qualify to proceed to Stage 3.

No	Criteria	Weight
1	Proposed Solution Service provider proposed solution should address all the service offerings as indicated on number point 5.7 above a. 6 service offering = 30 points b. 5 service offering = 25 points c. 4 service offering = 20 points d. 3 service offering = 15 points e. 2 service offering = 10 points f. 1 service offering = 5 points	30
2	Support and Maintenance experience Service provider should have a minimum of 3 years' experience in providing the proposed solution a. 9+ years' experience = 30 Points b. 7 - 8 years' experience = 25 Points c. 5 – 6 years' experience = 20 Points d. 3 – 4 years' experience = 15 Points e. Less than 3 years' experience = 0 points The reference letters must contain the following information: i. The scope of work ii. Duration of contract iii. Details of contact person (name, email address and telephone numbers)	30

Terms of Reference: Live Capture Enrolment Unit support and maintenance

No	Criteria	Weight
	iv. Reference letter must be on the client's letterhead and signed Failure to submit the reference letters as per above mentioned details will invalidate the letter.	
3	Capacity and capability to deliver the project Service provider should provide proof of operational capacity (fleet) either own or lease/hire – 15 Points a) Six (6) cars and above = 15 points b) Five (5) cars = 10 points c) Three (3) - Four (4) cars = 5 points d) Zero (0) cars – Two (2) cars = 0 points With ownership – provide a proof of ownership Lease or Quotation – signed lease or quotation Minimum of three (3) qualified technicians per Province with at least NQF6 IT related qualification and required experience of at least three (3) years – 15 Points: a) Six (6) and above years of experience = 15 points b) Five (5) years' experience = 10 points c) Three (3) – Four (4) years' experience = 5 points d) Zero (0) years' experience – Two (2) years' experience = 0 points NB: Proof of certified qualifications must be attached as well as proof of certified valid South African ID.	30

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No	Criteria	Weight
4	Call handling presentation/Site Visit a) Office space – 5 points b) Secured storage facility – 5 points (Burglar gates/doors and alarm system)	10
	TOTAL	100

7.3. Phase 3: Price and PPPFA Calculations

If you attained 75 points/percent or more in Stage 2 you will now be evaluated for **Price** in terms of the **80/20-preference point system**, where 80 points will be for **Price** and 20 points will be for your **B-BBEE status**. The contract would be awarded to the service provider scoring the highest score.

The points scored in respect of B-BBEE contribution (i.e. HDI status) will be added to the points scored for price.

The following formula will be used to calculate the points for **Price**:

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

Where

P_s = Points scored for comparative price of bid or offer under consideration.

P_t = Comparative price of bid or offer under consideration.

P_{min} = Comparative price of lowest acceptable bid or offer

Points must be awarded to a bidder for attaining the BBEE status level of contribution in accordance with the table below:

Terms of Reference: Live Capture Enrolment Unit support and maintenance

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

Bidders must submit original and valid B-BBEE status level verification certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS or a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice together with their bids to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a letter from Accounting Officer when is appointed in terms of Companies Act.



9. CONDITIONS OF TENDER

- 9.1. The DLCA reserve the right not to award the tender.
- 9.2. The DLCA may request clarity of further information regarding any aspect of the bid. The service provider should supply the requested information within forty-eight (48) hours after the request has been made.
- 9.3. The DLCA reserves the right to conduct a security background check or screening of the service provider.
- 9.4. The DLCA reserves the right to conduct mandatory site inspection to the offices of the service provider.
- 9.5. Any conditions imposed by the service provider that is restrictive or contrary to any part of these Terms of Reference will automatically disqualify the service provider.
- 9.6. The service provider will be held liable for any damage or loss suffered by the entity, because of the service provider's own or his/her employees' negligence or intent, which originated at the site. The service provider will have to pay damages or replace any stolen item damaged or stolen due to the negligence or intent of the service provider's own employees.
- 9.7. The service provider must, at his/her own expenses, take out sufficient insurance against any claims, cost, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- 9.8. A copy of such insurance contract must be handed to the DLCA Representative on commencement of the service. Evidence that such insurance premiums have indeed been paid, or is being sought must be furnished on request.
- 9.9. DLCA does not bind itself to accept the lowest quote.
- 9.10. The DLCA reserves the right to invite bidders for presentation at bidders' own cost and perform site visits on short listed bidders before the award of the bid, as part of evaluation process.
- 9.11. Any shortcomings in this specification must be identified by the service provider prior to the awarding of the bid and raised with the DLCA for rectification and agreement.
- 9.12. Any shortcomings identified by the service provider after the bid has been awarded and that would have had an impact on the bid price will be for the account of the service provider.

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9.13. The winning service provider must be willing to sign a service level agreement with the DLCA.

10. CONTRACT PERFORMANCE

- 10.1. Preferred Service provider will enter into a contract with the DLCA, which with a format, term and conditions set by the DLCA.
- 10.2. The performance of the Service Provider shall be reviewed quarterly during the period of the signed Service Level Agreement.
- 10.3. If it is found that information provided is false including the breach of the General Condition of Contract, The DLCA reserves the right to terminate this contract with immediate effect.

11. FORMAT AND SUBMISSION OF THE PROPOSAL

- 11.1. All the official forms (SBD) must be completed and signed in all respects by bidders. Failure to comply will invalidate a bid.
- 11.2. Bidders are requested to submit one (1) original hard copy plus four (4) soft copies in a USB. Bidders to ensure that USB is NOT corrupt.
- 11.3. This is a two-stage bidding process in which proposals submitted must include technical and price, submitted in separate envelopes. For this purpose, the service provider must provide in respect of:
 - a. Clearly marked **Technical**, one (1) original hard copy plus four (4) **soft copies** in a USB.
 - b. Clearly marked **price bid sheet (TO BE SUBMITTED SEPARATELY)** one (1) original hard copy.
 - c. Both envelopes should be clearly marked technical/financial, with the name of the service provider, bid description and bid number.
 - d. Both envelopes should be enclosed in one package with name of service provider, bid description and bid number.

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11.4. For ease of reference, bids should be packaged in the following format:

- a. Annexure A - Signed Tender Document and Completed SBD Forms
- b. Annexure B - Mandatory Documents
- c. Annexure C - Functionality Response
- d. Annexure D - Company Profile
- e. Annexure E - Any other supporting document

12. COMPULSORY INFORMATION SESSION & ENQUIRIES

12.1. There will be no formal tender briefing.

12.2. However, an online session would be held as per page one of this document and other enquiries must be made in writing to the following:

Supply Chain Management / Admin	Technical
Mr. Tyron Mkhari tyron.mkhari@dlca.gov.za	Norma Zeka norma.zeka@dlca.gov.za

NB: All tender enquires must be in writing

13. CLOSING DATE

13.1. Proposals must be submitted on or before **17 November 2025** at the DLCA Offices Reception, 495b Tsitsa Street, Erasmuskloof, Pretoria.

13.2. There will a submission register which bidder must sign upon submitting their bid.

14.3. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the timeous delivery of the bid.

Terms of Reference: Live Capture Enrolment Unit support and maintenance

ANNEXURE B – SUPPORT AND MAINTENANCE EXPERIENCE

Client	Project Name	Project Description	Project Start Date	Project End Date	Duration (Years)	Reference Letter Attached Yes / No

CHECKLIST: DLCA/2025/02: APPOINTMENT OF A SERVICE PROVIDER TO APPOINT SUITABLE QUALIFIED AND EXPERIENCE SOUTH AFRICAN SERVICE PROVIDERS TO PROVIDE THE SUPPORT AND MAINTENANCE OF LIVE CAPTURE ENROLMENT UNITS (OLD AND NEW) AT THE DRIVING LICENCE TESTING CENTRES NATIONWIDE FOR THE PERIOD OF TWELVE (12) MONTHS.

NB	SERVICE PROVIDERS MUST INDICATE WITH A TICK	YES	NO
1	Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be deposited in the Tender Box before the closing date and time?		
2	Are you familiar with the contents of the SBD 1 Form? Did your authorised official complete and sign the SBD 1 Form?		
3	Did you submit an original and valid Tax Clearance Certificate? In bids where consortia/joint venture/sub-contractors are involved , each party must submit a separate Tax Clearance Certificate (paragraph 4 of the SBD 2 Form)		
4	Please note that SBD 1 and 3.3 must form part of the financial proposal. (The envelope must be marked Financial proposal)		
5	Is the SBD 4 Form completed and signed?		
6	Is the SBD 6.1 Form completed and signed? In bids where consortia /joint ventures sub-contractors are involved, both parties must submit one B-BBEE Status Level Verification Certificate.		
7	Is the SBD 8 Form completed and signed?		
8	Is the SBD 9 Form completed and signed?		
9	Have you taken note of the General Conditions of Contract and signed the bottom of each page thereof?		
10	Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?		
11	Please note that late bids will not be considered.		
12	CSD registration report is attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?		

Declaration: I, the undersigned (Full Name)
certify that I have noted the contents of the above-mentioned checklist and have complied with the stipulations contained therein.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DLCA/2025/02	CLOSING DATE:	17/11/2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO APPOINT SUITABLE QUALIFIED AND EXPERIENCE SOUTH AFRICAN SERVICE PROVIDERS TO PROVIDE THE SUPPORT AND MAINTENANCE OF LIVE CAPTURE ENROLMENT UNITS (OLD AND NEW) AT THE DRIVING LICENCE TESTING CENTRES NATIONWIDE FOR THE PERIOD OF TWELVE (12) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DRIVING LICENSE CARD ACCOUNT					
459B Tsitsa Street					
Erasmuskloof					
Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR TYRON MKHARI		CONTACT PERSON	MS NORMA ZEKI	
TELEPHONE NUMBER	012 347 2522		TELEPHONE NUMBER	012 347 2522	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tyron.mkhari@dlca.gov.za		E-MAIL ADDRESS	Norma.Zeki@dlca.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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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 PART B:3]
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

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, 2017, 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 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.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 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 consortium² 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

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

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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

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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMME (QSE or EME)		4		
Historically disadvantage individuals (Who had no franchise in national elections prior to the 1983 and 1993 Constitution of the Republic of South Africa)		10		
Women Owned Company		4		
Youth Owned Company		2		
Total		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) 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 contract 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.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



ANNEXTURE B

FINANCIAL PROPOSAL

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:
CLOSING TIME 11:00 CLOSING DATE:

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
		TOTAL: R.....	

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

Bid No.:

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

DRIVING LICENCE CARD ACCOUNT

Mr Tyron Mkhari

Supply Chain Management

Tel: 012 347 2522

ANNEXURE A – PRICING SCHEDULE

Description	R
Installation services per unit	
Support & Maintenance per hour (Labour)	
Travelling rate per hour	
Rate per KM	
Total	

NB: THIS PRICING SHEET MUST BE SUBMITTED SEPARATELY WITH THE PRICING PROPOSAL and THERE WILL BE NO PRICE ESCALATION DURING THE CONTRACT PERIOD