



WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GENERAL GOODS & SERVICES BID DOCUMENT: TERM CONTRACT

16A – Goods & Services
Template Version 2.04 – May 2026

BID No : MT06/2026

BID TITLE : APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING,
MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE
VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE
MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

BID CLOSING : 11:00 on 6 November 2026

PURCHASER DETAILS DIRECTORATE TRAFFIC LAW ENFORCEMENT		PURCHASER'S REPRESENTATIVE/AGENT	
		Donavan Jonathan: Admin Officer: SCM & FIN	
<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>	<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>
SCM: Tender Office 27 Wale Street CAPE TOWN 8001	SCM Tender Office Private Bag X9083 CAPE TOWN 8000	16 Tallent Street PAROW 7500	Private Bag X9185 CAPE TOWN 8000
		Contact: Donovan Jonathan Phone: 021 911 2333 Email: MobilityTenders@westerncape.gov.za	

NOTE:

All returnable documents as listed on page 3 in this document, including the Bid Form WCBD1 on page 5 must be completed in full and signed. The entire document, from page 1 through 94 must be submitted with your bid. Non-compliance will cause your bid to be rejected.

Name of Bidding Entity:

Company/Corporation Registration Number:

CSD/WCSEB Registration Number: MAAA.....

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IMPORTANT NOTICE: Please DO NOT disassemble or dismember this document. DO NOT insert any attached pages to returnable schedules within the page sequence of the document. All additional pages must be attached AFTER the last page of the document and clearly marked to which returnable schedule they belong.

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NOTE: The complete contract documentation comprises the following:

- This document, from and including page 1 forward, up to and including the last page (page 94) in the document page count;
- All items included by reference or otherwise in this document;
- All addenda/notices issued by the Purchaser to bidders prior to bid closing;
- All deviations included in the Schedule of Deviations on page 68 of this document;
- All additional pages appended by the bidder to returnable schedules which are accepted by the Purchaser.

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List of Returnable Schedules and Documents

IMPORTANT: The bidder must complete all returnable schedules. After completing each schedule, use the "Check" column to tick completion of each returnable schedule as a verification procedure for yourself to ensure all schedules are duly completed. Please see instructions for completion of returnable schedules on the next page.

1. Returnable Schedules required for bid evaluation and contracting purposes

Schedule No	Schedule Description & Location	Check
	Tender & Contracting Schedules:	
PART A Schedules		
A1	WCBD1: Bid Form Page 5	☐
A2	Tendering entity and authority of signatory Page 14	☐
A3	Compulsory Enterprise Questionnaire Page 19	☐
A4	WCBD6.1(b): Preference Certificate (90:10) Page 23	☐
A5	WCBD4: Declaration of interest Page 29	☐
A6	Addenda / Notices issued to tenderers Page 36	☐
A7	Proposal Schedule and Proof of Financial Standing Page 37	☐
PART B Schedules		
B1	WCBD7.1: Contract Form: Purchase of Services Page 66	☐
B2	Contract Data Part Two: Data provided by the Supplier Page 72	☐
PART C Schedules		
C1	Price Schedule and Pricing Summary requirements Page 75	☐
PART D Schedules		
D1	Amendments by Supplier Page 91	☐
D2	Supplier's schedule of subcontractors Page 92	☐

2. Returnable Documents to be submitted with bid

Document	Check
• B-BBEE Status Level Verification Certificate	☐
• Printed Current Tax Compliance Status (TCS) Result Summary Page	☐

Important information for completing returnable schedules

1. The returnable schedules list on the previous page shows all the returnable schedules which need to be completed and returned for bid evaluation and contracting purposes. This list includes both document-standard and project-specific schedules. The list should be used as a checklist by the bidder to verify that all returnable schedules have been duly completed, to avoid the bid being rejected due to an incomplete submission.
2. Each returnable schedule per main Part of the document is numbered, starting at Schedule A1 and following a consecutively incremented whole number sequence preceded by the Part identifier through each main Part of the bid document to the final schedule number assigned, as per the returnable schedules list.
3. Schedules can be quickly located by their document page number given in the list of returnable schedules.
4. The bidder must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliance of the bid with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the bidder when submitting the bid. In each case the exact number of additional pages must be indicated in the space provided on that schedule, or indicated as NIL if no additional pages are appended. **Please note: Appended pages must not be directly affixed to the returnable schedule itself, but must be grouped together at the end of the document (or at the end of each two-part section of the document as appropriate when a two-envelope submission is required), and all appended pages must be clearly marked with the schedule number to which they belong.**

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PART A: The Bid

WCBD1: Bid Form

SCHEDULE A1: WCBD1 Part A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DIRECTORATE TRAFFIC LAW ENFORCEMENT				
BID NUMBER:	MT06/2026	CLOSING DATE & TIME:	11:00 on 6 November 2026	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7.1).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE LOCATION AS STIPULATED IN THE ADDITIONAL INFORMATION, TERMS AND CONDITIONS FOR BIDDING IN THIS DOCUMENT				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
COMPANY REGISTRATION NO			CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
TOTAL COST	AMOUNT/S AS PER SUBMITTED PROPOSAL/S FOR THIS BID			
SIGNATURE OF BIDDER	AUTHORISED SIGNATURE AS PER SIGNATURE BOX ON PAGE 6		DATE	AS DATED BY COMMISSIONER OF OATHS ON PAGE 6
CAPACITY UNDER WHICH THIS BID IS SIGNED (Ensure Schedule A2 on page 14 of this document is fully completed.)			Please Note: The total cost is for bid evaluation and comparison purposes only. Final amounts to be determined in issued Purchase Order/s post award.	
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON	Donavan Jonathan			
TELEPHONE NUMBER	021 911 2333			
E-MAIL ADDRESS	MobilityTenders@westerncape.gov.za			

WCBD1: Part A Signature Sheet

For the purpose of simplifying the bid document and bid submission process, the official bid offer signature below by the bidder shall apply to this bid document as a whole, inclusive of all forms and returnable schedules which in the past required separate signatures on each form, including the Bid Form.

DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT/SOLEMNLY AFFIRM

Declaration and signature to be provided by the duly authorised representative of the entity under oath or solemnly affirmed before a Commissioner of Oaths, failure of which will disqualify the tender submission.

I, hereby swear/solemnly affirm

- i. that the information disclosed in this tender document is true and accurate;
- ii. that I understand the contents of this tender document;
- iii. that the entity undertakes to independently arrive at any offer at any time to the *Client* without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the *Client*;
- iv. that the entity is aware of, and undertakes not to, disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract, and
- v. that the authorised signature below serves as the required signature for ALL returnable schedules, including but not limited to the Form of Offer and Acceptance, Preference Certificate, Declaration of Interest and others.

AUTHORISED SIGNATURE OF TENDERER

TO BE COMPLETED BY COMMISSIONER OF OATHS:

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

- | | | |
|-----|--|---------------|
| 1.1 | Do you know and understand the contents of this declaration? | ANSWER: |
| 1.2 | Do you have any objection to taking the prescribed oath and wish to make a solemn affirmation instead? | ANSWER: |
| 1.3 | Do you consider this declaration to be binding on your conscience? | ANSWER: |

I certify that the deponent has acknowledged that he/she knows and understands the contents of this document inclusive of all declarations therein, which was sworn to/solemnly affirmed before me and the deponent's signature placed thereon in my presence.

SIGNATURE	FULL NAMES (Commissioner of Oaths)

Designation (rank)ex officio: Republic of South Africa

Date:

Place

Address:

Commissioner's Stamp

WCBD1 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) 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) AS WELL AS THE WESTERN CAPE SUPPLIER EVIDENCE BANK (WCSEB) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTIONS. 1.4. 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 SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.3 BIDDERS MUST SUBMIT A PRINTED TCS WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID. 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS AS MENTIONED ABOVE.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO REGISTER ON THE CSD NOR WCSEB NOR TO PROVIDE PROOF OF TAX COMPLIANCE STATUS; NOR OBTAIN A TAX COMPLIANCE STATUS FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) IF NOT REGISTERED AS PER 2.2 ABOVE.	

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Additional Information, Terms and Conditions for Bidding

1. TERMINOLOGY

- 1.1 In as far as possible, regular terminology where the meaning of words and terms are self-explanatory, clear and unambiguous, is used throughout this document. For the sake of clarity specifically related to the bid document and award of the bid, the following words and terms are to be interpreted as follows:
- “Bid” and “tender” have the same meaning, which is also the case for “bidder” and “tenderer”. “Bid” and “bidder” are the preferred terms used throughout this document.
 - For bids, the terms “bid is non-responsive”, “bid is non-compliant”, “bid is not acceptable (or unacceptable)”, “bid is disqualified”, “bid is rejected”, “bid is invalid”, “bid is not considered” or syntax variations of any of these terms, all refer to various instances of the bid failing to meet certain criteria stated in the bid document which automatically result in an outcome where the bid is not awarded to the bidder.

2. SUPPLIER DATABASE REGISTRATION

Supplier Database Registration
All prospective Service Providers must be registered on: • The Central Supplier Database (CSD), by tender closing date. • All prospective Service Providers who are not registered on the CSD are requested to self-register via www.csd.gov.za. Prospective Service Providers should be duly registered on the Western Cape Supplier Evidence Bank (WCSEB) for annual update of compulsory returnable schedules) WCBD4 and WCBD 6.1, BBBEE certificates/affidavit. • Should assistance be required for the registration on the WCSEB you may contact the help centre at 021 833 5361 or an email can be directed to wcseb@westerncape.gov.za • All Service Providers duly registered on the WCSEB are also requested to annually update their WCBD4, Declaration of Interest as well as their B-BBEE Rating Certificate or Sworn Affidavit in their original formats to the address below (copies, faxed or emailed copies will not be accepted). Provincial Treasury, 4 Waterford Place, 2nd Floor, Century City, Cape Town, or Private Bag X9165, Cape Town, 8000

3. BID DOCUMENT/S

- 3.1 The bid document (this document), issued by the Purchaser, is comprised of the Parts listed in the Bid Document Table of Contents on page 2 of this document. The bid document may be issued in two separately issued documents: the main document and the Appendix.
- This bid document contains the “returnable documents” which must be completed and submitted to the Purchaser.
- 3.2 Documents will be available after **08:00** from **7 October 2026**.
- Tender documents are only available from the eTender Portal issued in electronic format, and must be requested by sending an email to mobilitytenders@westerncape.gov.za stating a return email address, the tender number, name of requesting entity and CSD registration number. **It is the tenderer's responsibility to ensure that they obtain all the necessary documents/electronic files required for submission of a complete tender.** Documents issued via email are free of charge.

Information about the tender documents can be found on the eTender Portal of the National Treasury at <https://www.etenders.gov.za>.

- 3.3 Enquiries relating to the technical specification of the bid must be addressed at the compulsory clarification session. Refer to paragraph 4 hereunder for details
- 3.4 **The closing time for receipt of bids is 11:00 on 6 November 2026.** Bids submitted by facsimile, electronically, and late bids will not be accepted.

4. COMPULSORY BID CLARIFICATION MEETING

The arrangements for a **compulsory** bid clarification meeting are:

Location: **Traffic Management Boardroom, 19 Gardiner Street, Glenlily, PAROW.**
 Date: **20 October 2026**
 Starting Time: **10:00**

THE FOLLOWING CONDITIONS APPLY:

- (a) Failure to attend the meeting will automatically disqualify the bidder.
- (b) After official start of the meeting by the chairperson, late arrivals will as a general rule not be allowed into the meeting.
- (c) Bidders must complete and sign the meeting attendance register. Failure to complete and sign the attendance register will automatically disqualify the bid.
- (d) Addenda may be issued to all whom collected bid documents.
- (e) Bidders must be represented by a person who is suitably qualified and experienced to comprehend the implications of the scope of the good/services involved in this bid.
- (f) **IMPORTANT – PLEASE NOTE:** Bidders are required to have obtained, and studied, the bid document including all the technical and other specifications in detail prior to attending the bid clarification meeting. **This meeting will be the ONLY opportunity for bidders to ask clarification questions about anything regarding this bid. The Department will not entertain, or respond to, any verbal or written requests for additional information regarding this bid document, after the clarification briefing.** Please come prepared.

Written and verbal instructions given to bidders at the bid clarification meeting and which are recorded in the Purchaser's minutes of the meeting, form part of this Additional Information, Terms and Conditions for Bidding. Failure to comply with such instructions may lead to bid rejection.

5. CONTRACTING PARTIES

- 5.1 If awarded, the contract will be between the successful bidder and the Purchaser as identified in the Contract Data.

6. IMPORTANT INFORMATION FOR COMPLETING AND SUBMITTING THE BID

- 6.1 The rates and prices offered by the bidder must follow the general format as specified for the Price Schedule and Pricing Summary, and form part of each proposal offered by the bidder.
- 6.2 The Purchaser requires bidders to return a fully priced Price Schedule with the bid submission, devoid of any hidden or non-specified items. The following principles shall apply:
- a) Pricing for any item cannot be intentionally included in the rate or price of another item. Unpriced items in the Price Schedule will invalidate your bid.
 - b) **Summarising parts or sections of the Price Schedule into single lump sums or rates without providing the breakdown of pricing of items as per the Price Schedule, is not acceptable and the bid will be rejected.**
- 6.3 **PLEASE NOTE: No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page.** Alterations/corrections to inserted information may only be performed as follows:

- (a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), **and initial at every incidence of alteration/correction.**
- (b) In the case of access to a digital copy of the bid document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document.

Bid submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected.

- 6.4 The terms and conditions of contract as contained in this document, comprise the only terms and conditions on which this bid will be awarded. No other terms and conditions proposed by the bidder will be accepted.
- 6.5 If a bidder wishes to submit an alternative bid offer, which materially deviates from the bid as per this bid document the criteria permitted for such alternative offer is that it demonstrably satisfies the Purchaser's standards and requirements, the details of which may be obtained from the Purchaser's Agent where not clearly stated in this document. The alternative bid offer will only be considered if the main offer as per this bid document is priced and submitted.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Purchaser to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Purchaser's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Purchaser's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount offered for the alternative offer to cover the Purchaser's costs of confirming the acceptability of the details.

- 6.6 **PLEASE NOTE: The complete bid document comprising pages 1 through 94 as well as the Appendix must be returned to the Purchaser when submitting a bid offer.**
- 6.7 The bid shall be signed by a person duly authorised to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The document of formation of the joint venture shall state explicitly what the percentage participation in the joint venture will be of each entity involved.
- 6.8 A two-envelope procedure will not be followed for this bid.
- 6.9 The Purchaser's address for delivery of bid offers and identification details to be shown on each bid offer package are as follows:

Identification details: Bid No: **MT06/2026**

Location of bid box: **Western Cape Mobility Department**
 27 Wale Street
 CAPE TOWN
 (Deposit bid document envelope/s into bid box slot on 27 Wale)

The bid box is open 24 hours a day, 7 days a week.

The bid slot opening is about 35cm wide and 10cm high, therefore, bid documents with larger dimensions must be delivered during office hours 08:00 – 15:00 for handover to an SCM official. Bidders to ensure that they document the name and contact of the officials who took receipt of the bid document.

Bid offers couriered to the Purchaser must be delivered to the following address:

WESTERN CAPE MOBILITY DEPARTMENT
SCM: Tender Office
27 Wale Street
CAPE TOWN
8001

Bids sent via courier must be delivered during office hours 08:00 – 15:00. Bidders must ensure they keep proof of delivery in every instance.

7. BID OFFER VALIDITY PERIOD

Your bid offer is valid for a period of **3 months**, expiring on **8 February 2027**. The Purchaser reserves the right to request an extension to the bid's validity period. In such circumstances, only offers from those bidders accepting the extension will be considered.

8. BID OPENING AND BID EVALUATION PROCEDURES

8.1 The time and location for opening of the bid offers is:

Time: **11:00 on 6 November 2026**
Location: **WESTERN CAPE MOBILITY DEPARTMENT,**
27 Wale Street
CAPE TOWN
8001

Bids will be opened immediately after the closing date and time; however, **a list of bids received will be published on eTender within 10 days from tender closing.**

8.2 Test for acceptability: Bids will not be acceptable if:

- the bid is not in full compliance with specifications,
- the bidder has not fully completed and signed where required,
- the complete bid document inclusive of all the returnable documents as listed on page 3 of this bid document has not been submitted,
- all the requirements for bid submissions stated in this document have not been adhered to, or
- the bidder has failed to clarify or submit any supporting documentation or supporting information for clarification within seven days of being requested to do so in writing.

8.3 Arithmetical errors: When bids are checked for arithmetic errors, corrections shall be made in the following manner:

- If a schedule of rates/prices apply and there is an error in the line item total price resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total price shall be corrected;
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the corrected total of the prices shall govern and the bidder will be requested in writing to revise the total of the prices to achieve a corrected bid offer. If the bidder does not confirm in writing agreement to the revision of the offer in accordance with the corrected revised total of the prices within 7 calendar days after receipt of the Purchaser's written request to do so, the bid will be rejected;
- If a schedule of rates apply and where there is a discrepancy between the amounts in figures and in words entered in the Bid Form, the amount corresponding to the correct total of the prices shall govern and the other corrected;
- If a schedule of rates apply and where there is a discrepancy between the amounts in the Bid Form and the total of the prices in the Price Schedule, the amount corresponding to the correct total of the prices shall govern and the other corrected;
- In the absence of a schedule of rates and where there is a discrepancy between the amounts in figures and in words entered in the Bid Form, the amount in figures shall govern.

8.4 The procedure for the evaluation of responsive bids is **Price and Preference**

8.4.1 Price will be scored using the Formula $P_s = 90(1 - ((P_i - P_{min})/P_{min}))$ where:

1. P_s is the number of points scored for comparative price of bid under consideration;
2. P_{min} is the comparative price of the lowest acceptable bid offer;
3. P_i is the comparative price of bid offer under consideration.

8.4.2 Preference will be scored as follows:

Up to 10 bid evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed. The maximum attainable combined score for price and preference is 90+10=100 points.

8.5 Bids will only be considered if all the requirements as stated in these terms and conditions and in the GCC and SCC are complied with. Specific emphasis is placed on the following criteria for responsiveness:

- (1) It is not compulsory for bidders to be registered on the WCSEB by date of tender closing. The appointed service provider will however be required to register on the Western Cape Supplier Evidence Bank (WCSEB) to ensure all compulsory information is obtained upon expiry or annual renewal during the contract period. For the tender process, a completed WCBD4 form (Returnable Schedule A4) must be included in this document to enable responsiveness;
- (2) the bidder is registered and active (not suspended) on the Central Supplier Database (CSD) by close of bid, and the bidder is shown to be tax compliant via online CSD or SARS verification before award of bid;
- (3) **the bidder submits this complete bid document from page 1 to page 94 inclusive, with all returnable schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in these conditions of bidding at the close of bid;**
- (4) neither the bidder nor any of its directors/members/partners is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act (Act 12 of 2004) as a person prohibited from doing business with the public sector;
- (5) neither the bidder nor any of its directors/members/partners are listed on the National Treasury's database of suppliers or persons prohibited from doing business with the public sector;
- (6) the bidder has not:
 - abused the Purchaser's Supply Chain Management System, evidence of which can be clearly demonstrated by the Purchaser;
 - failed to complete any previous contract due to the Supplier's own fault for any organ of state within the last 2 years;
 - submitted more than one offer (including participation in joint venture/consortium arrangements with others);
- (7) the bidder has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (WCBD 4) and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the Purchaser or potentially compromise the bid process.

8.6 All bids are subject to a comprehensive risk assessment in terms of:

1. Financial viability and sustainability;
2. Evaluation and validation of the required information provided by the bidder in inter alia returnable schedules.

The Purchaser reserves the right to request, in writing, additional information from bidders to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the bidder to provide the additional information within seven calendar days after receipt of such a request will disqualify the bid. Bid offers which present an unacceptable high risk to the Purchaser in terms of any of the risk assessment criteria, will be rejected.

Prior to bid award, an on-site inspection of the bidder's business and operations may be undertaken by officials of the Purchaser to make an assessment of the facilities and capabilities of the bidder (if applicable), for verification purposes and completion of the overall risk assessment for this bid. Each party will be responsible for their own costs related to such on-site inspection. If

the site inspection reveals any falsification or misrepresentation of information submitted by the bidder in the bid submission, the bid may be disqualified.

9. CANCELLATION OF BID

An organ of state may, prior to the award of the bid, cancel a bid if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable bids are received, or
- (d) there is a material irregularity in the bid process.

The decision to cancel a bid invitation will be published in the same manner in which the original bid invitation was advertised.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

SCHEDULE A2: Bidding entity and authority of signatory

The purpose of this Schedule is:

Section 1: To obtain the necessary information about the bidding entity and confirm the official bid offer signature of the bidder;

Section 2: To establish authority of the signatory to sign the bid offer and all other documents and/or correspondence in connection with and relating to the bid.

INSTRUCTIONS FOR COMPLETING THIS SCHEDULE:

Bidding entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. This Schedule must be completed as follows:

- **If the bidding entity is a sole proprietor, trust, partnership, company or close corporation**, then complete both this page and Section 2.1 of this Schedule, and leave Sections 2.2 and 2.3 blank.
- **If the bidding entity is a consortium or joint venture**, then complete both this page and Sections 2.2 and 2.3 of this Schedule, and leave Section 2.1 blank.
- The contact details below must be the officially designated contact addresses which will be used by the *Client* for any and all communication in regard to this tender.

Section 1: Bidding entity

THE BIDDING ENTITY IS: (Circle or mark with X the applicable option)

Sole proprietor	Partnership	Trust	Company	Close corporation	Consortium	Joint venture
-----------------	-------------	-------	---------	-------------------	------------	---------------

NAME AND REGISTRATION NUMBER OF THE BIDDING ENTITY: As per Schedule A1

(Legally correct full name and registration number of the bidding entity)

CONTACT DETAILS: As per Schedule A1

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT IS
CONFIRMED AS THE OFFICIAL SIGNATURE FOR THIS BID**

Section 2: Authority of signatory**2.1: Resolution of board of *Trustees/Directors/Members/Partners**

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the bidding entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the Western Cape Mobility Department in respect of Bid No: **MT06/2026: APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS**
2. *Mr/Mrs/Ms:

in *his/her capacity as:
 (Position in the entity)

and who will sign the tender offer in Schedule A1 (Bid Form) of this document, be, and is hereby authorised, to sign the bid, and any and all other documents and/or correspondence in connection with and relating to the bid and any and all documentation, resulting from the award of the bid to the entity mentioned above.

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL).

2.2: Resolution to enter into Consortium / Joint Venture

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
(Legally correct full name and registration number, if applicable, of the entity)

Taken at On
(Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the Western Cape Mobility Department in respect of Bid No **MT06/2026: APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL).

2.3: Resolution to bid as Consortium / Joint Venture

Notes:

1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for Bid No: **MT06/2026: APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at On.....
(Place) (Date)

	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

- A. The abovementioned entities submit a bid in consortium/ joint venture to the Department in respect of the bid mentioned above.
- B. *Mr/Mrs/Ms:
in *his/her capacity as:
(Position in the bidding consortium/joint venture)
- and who will sign the bid offer in Schedule A1 (Bid Form) of this document, be, and is hereby authorised, to sign the bid, and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any contract, and any and all documentation, resulting from the award of the bid to the entities in the consortium/joint venture mentioned above.
- C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:
.....
(Consortium/joint venture name)
- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the bid mentioned above.
- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.
- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the bid mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

SCHEDULE A3: Compulsory Enterprise Questionnaire

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

Section 1: Name of enterprise: Address of enterprise:																										
Section 2: VAT registration number, if any:																										
Section 3.1: CIDB registration number, if any: N/A	Section 3.2: CSD Registration Number:																									
Section 4: Particulars of sole proprietors and partners in partnerships																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Name*</th> <th style="width: 33%;">Identity number*</th> <th style="width: 33%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Name*	Identity number*	Personal income tax number*																					
Name*	Identity number*	Personal income tax number*																								
* Complete only if sole proprietor or partnership and append separate page if more than 6 partners																										
Section 5: Particulars of companies and close corporations Company registration number..... Close corporation number..... Tax reference number.....																										

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Append separate page if not enough space

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Append separate page if not enough space

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Purchaser to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the Scope of Supply that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

SCHEDULE A4: WCBD 6.1(b): PREFERENCE CERTIFICATE (90:10)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
 - (a) The B-BBEE status level certificate issued by an authorized body or person;

- (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
- (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2 GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- 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).
- 2.2 Preference point system for this bid:
- The value of this bid is estimated **to exceed R50 000 000** (all applicable taxes included) and therefore **the 90/10 preference point system shall be applicable.**
- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the

purchaser.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
 - (a) points out of 90 for price; and
 - (b) 0 points out of 10 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 90/10 PREFERENCE POINT SYSTEM

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

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

Where

P_s	=	Points scored for price of bid under consideration
P_t	=	Price of tender under consideration
$P_{\min}$	=	Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

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

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

6 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7 BID DECLARATION

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

8 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = **(maximum of 10 points)**
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.**

9 SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)
- 9.1.1 If yes, indicate:
- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES / NO** (delete which is not applicable)
- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 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

[SELECT APPLICABLE ONE]

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

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and

(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE
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Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

SCHEDULE A5: WCBD 4: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID DETERMINATION **DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION**

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) by bid closing date.
4. It is advisable to register on the Western Cape Supplier Evidence Bank (WCSEB) to ensure that the compulsory schedules (included in this bid), i.e., WCBD4 and WCBD 6.1 and BBBEE certificate/affidavit are annually updated (before expiry) on the WCSEB.
5. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
6. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.
7. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means -

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

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

“Controlling interest” means, 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;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept a gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person,

in order to act personally or by influencing another person so to act, in a manner—

- (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
- (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules,
- (iii) designed to achieve an unjustified result; or
- (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything,

is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

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

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

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
 - (b) partner in a customary union according to indigenous law; or
 - (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.
8. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
- i. resigned as an employee of the government institution or;
 - ii. cease conducting business with an organ of state or;
 - iii. resign as a director/ shareholder/ owner/ member of an entity that conducts business with an organ of state.
9. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
10. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
11. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
12. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
13. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
14. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY

A1.	CSD Registration Number IMPORTANT: PLEASE NOTE:	MAAA.....
A2	Name of the Entity	
A3.	Entity registration Number (where applicable)	
A4.	Entity Type	
A5.	Tax Reference Number	

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

TABLE A

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

(if not enough space, attach additional pages)

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside the public enterprise should first obtain the necessary approval (RWOPS), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of the Institution? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	☐ NO	☐ YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOP")	☐ NO	☐ YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	☐ NO	☐ YES

TABLE B

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

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION / RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./PERSAL NO. (Indicate if not known)

(if not enough space, attach additional pages)

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

C1. Did the entity conduct business with an organ of state in the last twelve months?
(If yes complete Table C)

NO	YES
----	-----

C2.
TABLE C

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

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

(if not enough space, attach additional pages)

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?

NO	YES
----	-----

C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?

NO	YES
----	-----

(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)

C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?

NO	YES	N/A
----	-----	-----

C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?

NO	YES
----	-----

C7 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

NO	YES
----	-----

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

See reference to authorised signature below.

AUTHORISED SIGNATURE OF TENDERER AND AFFIDAVIT AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE AND AFFIDAVIT FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

WESTERN CAPE GOVERNMENT

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SCHEDULE A6: Addenda / Notice(s) issued to bidders

We confirm that the following communications / addenda / notice(s) to bidders received from the Purchaser before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices mark schedule NIL, if not enough space, attach additional pages):

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of addenda / notices issued to bidders indicating proof of receipt must accompany this Schedule.

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

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SCHEDULE A7: Proposal Schedule and Proof of Financial Standing

The bidder must provide all the documents required for submission of a proposal in terms of one or more of the Options as described in **Section 1.7** of the Scope of Goods and Services. A proposal for **the complete service** is required for a valid bid submission.

Proposals to be appended or referred to this Proposal Schedule, with the total page count of all proposals appended, indicated as the "additional pages" below.

To summarise from Section 1.7 of the Scope of Goods and Services, the identified delivery/supply option for this procurement is:

- o Provide a **full ongoing diagnostic scanning term service** to the Purchaser as an outside agency, inclusive of inter alia equipment, personnel, logistics, organisational management, consumables, plus all applicable maintenance and support services at a fully inclusive monthly charge, without any capital/lease investment by the Purchaser over an initial period of 3 years, with the option to extend the service for a maximum of 3 years thereafter.

Each proposal must be fully documented and priced in accordance with the Price Schedule & Summary of this contract.

Financial capability of the bidding entity to deliver the Goods and Services

The bidding entity will have to demonstrate that it has the financial capability and acumen to carry and manage the inherent financial cashflow burden presented by this contract. The Supplier will inter alia have to expend the costs associated with the purchase and provision of equipment, while such cost recovery will only happen over time, as the Supplier is remunerated later or on a monthly basis in accordance with this contract.

The Supplier will also be financially exposed in terms of payment terms of 30 days after Payment claims (invoice), and late payments due to incorrect or incomplete payment claims rejected by the Purchaser. In all, the Supplier has to be able to clearly demonstrate its sound financial status to deliver the service for the contract duration.

To this end, the bidder has to provide proof of good financial standing and its ability to have finance available in the amount of R50 million, confirmed in writing on their letterhead by a registered South African Banking institution, document as proof to this effect attached to the proposal/s.

Failure to provide the required proof will present an unacceptable risk to the Purchaser and the bid would not be considered for award.

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the bidder to this Schedule:

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

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PART B: Contract (SLA), Contract Form & Contract Data	
Contract Documents	
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Special Conditions of Contract (SCC)	Page 50
WCBD7.1: Contract Form	
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DEPARTMENT FOR A PERIOD OF 3 YEARS**

General Conditions of Contract (GCC)

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation(NIP) Programme
34. Prohibition of Restrictive Practices

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 basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 “GCC” means the General Conditions of Contract.
 - 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
 - 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
 - 1.21 “Purchaser” means the organization purchasing the goods.

- 1.22 “Republic” means the Republic of South Africa.
 - 1.23 “SCC” means the Special Conditions of Contract.
 - 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
 - 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
2. **Application**
 - 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. **General**
 - 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
 - 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. **Standards**
 - 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. **Use of contract documents and information; inspection.**
 - 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
 - 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the inspector with the invoices accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.</p> |
| 22. Penalties | <p>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</p> |

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.

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| <p>23. Termination for default</p> | <p>23.1</p> <p>(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;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(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.</p> <p>23.2</p> | <p>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:</p> <p>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.</p> |
| <p>24. Anti-dumping and countervailing duties and rights</p> | <p>24.1</p> | <p>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</p> |
| <p>25. Force Majeure</p> | <p>25.1</p> <p>25.2</p> | <p>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.</p> <p>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.</p> |
| <p>26. Termination for insolvency</p> | <p>26.1</p> | <p>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.</p> |

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| 27. Settlement of Disputes | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p style="padding-left: 20px;">(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="padding-left: 20px;">(b) the purchaser shall pay the supplier any monies due the supplier.</p> |
| 28. Limitation of Liability | <p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="padding-left: 20px;">(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</p> <p style="padding-left: 20px;">(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.</p> |
| 29. Governing language | <p>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.</p> |
| 30. Applicable law | <p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p> |
| 31. Notices | <p>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</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 33. National Industrial Participation Programme (NIPP) | <p>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.</p> |
| 34. Prohibition of Restrictive practices | <p>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</p> |

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.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

Special Conditions of Contract (SCC)

The Special Conditions of Contract (SCC) which are applicable to this tender are contained in clauses SCC1 and SCC2, inclusive of all their respective sub-clauses, as stipulated hereunder. In the event of conflict or contradiction between the SCC and the General Conditions of Contract (GCC), the stipulations in the SCC shall prevail.

SCC1 General

SCC1.1 Additional definition of terms

In these Special Conditions of Contract all defined terms have capital initials and the following terms have the following meanings:

- (a) "supplier" and "service provider" as referred to in the GCC means the Supplier;
- (b) "purchaser" as referred to in the GCC means the Purchaser;
- (c) "Order" as referred to in the GCC means Purchase Order, which can also be referred to as a Work Order. The terms "Purchase Order" and "Work Order" can be used interchangeably.
- (d) "Service Level Agreement" (acronym "SLA") means this contract, comprising the totality of the GCC, SCC, Contract Data, pricing information, the Scope of the Goods and Services and any other documents or information indicated as forming part of the contract. The terms "SLA" and "contract" can be used interchangeably.

SCC1.2 The Purchaser and the Supplier are the persons or entities **identified in the Contract Data, in Part 1 and 2 respectively.**

SCC1.3 The Purchaser's Agent is the person or entity **identified in the Contract Data**, or notified to the Supplier in accordance with this contract.

SCC1.4 The Contract Type defines the nature of this contracting arrangement and can be exclusively **one** of the following **as stated in the Contract Data**:

- (a) Sole Contract, which means a contract utilised to procure Goods and Services as a once-off, non-recurring delivery or pre-programmed multiple deliveries, or
- (b) Term Contract, which means the Supplier is appointed for a fixed term (called a Service Period) to provide Goods and Services over that period on an "as and when required" basis as instructed by means of a Purchase Order, or
- (c) Framework Contract, which is the same as a Term Contract above but which makes provision for more than one Supplier to be appointed under the same contract.

SCC2 Special Conditions of Contract for providing the Goods and Services

SCC2.1 GENERAL

SCC2.1.1 Actions and good faith

The Purchaser and Supplier shall act as described in this contract, and the Purchaser and Supplier shall act in a spirit of mutual trust and co-operation.

SCC2.1.2 Additional defined terms for the Goods and Services

- (a) The Parties are the Purchaser and the Supplier.
- (b) Contract Data contains variables and information giving effect to or customising certain clauses in the SCC, and is in a section called "Contract Data" in this bid document.
- (c) The Scope of Goods and Services contains the information necessary to provide the Goods and Services under this contract, and is in a section called

the "Scope of Goods and Services" in a location **as stated in the Contract Data** or as an instruction given in accordance with this contract.

- (d) The Supplier's Cost is the amount payable by the Supplier (excluding any recoverable tax by the Supplier) for people (labour), subcontractors, materials, supplies, services, charges, transport and equipment used. It is a requirement of this contract that Supplier's Cost is always substantiated with documentary proof to the satisfaction of the Purchaser. The Purchaser reserves the right to request more than one quotation for item/s comprising the Supplier's Cost.
- (e) A Defect is a part of the Goods and Services which is not in accordance with the Scope of Goods and Services.
- (f) The Prices are the amounts stated in the price column of the Price Schedule and are either lump sums or are calculated by multiplying the quantity by the rate, as applicable.
- (g) Contract Completion is when the Supplier has done all the work and delivered the Goods and/or Services as stated in the Scope of Goods and Services for the contract as a whole, including correction of Defects as required by this contract. Contract Completion only applies to Sole Contracts.
- (h) The Contract Completion Date is the date **as stated in the Contract Data** upon which Contract Completion is set to be achieved, subject to revision in accordance with this contract.
- (i) Order Completion is when the Supplier has done all the work and delivered the Goods and/or Services as stated in the Scope of Goods and Services for a Purchase Order, including correction of Defects as required by this contract. Order Completion only applies to Term Contracts and Framework Contracts.
- (j) An Order Completion Date is the date stipulated in a Purchase Order upon which Order Completion is set to be achieved, subject to revision in accordance with this contract.
- (k) The Contract Date is the date that this contract is signed by the Purchaser and a letter of acceptance has been sent before the validity period has expired.
- (l) The Starting Date is the date **stated in the Contract Data** on which this contract becomes operational.
- (m) The Service Period for a Term Contract or Framework Contract is the period following the Starting Date as **stated in the Contract Data**, during which time this contract is in in operation and after which the contract concludes/expires, unless extended in accordance with a provision for extension in this contract.

SCC2.1.3 Interpretation and the law

This contract is the entire agreement between the Parties.

SCC2.1.4 Communications

- (a) Any communication required by this contract will only have effect when it is received in writing at the last address notified by the recipient for receipt of communications. Email is an accepted form of written communication for this contract, but mobile phone text messaging in any form or format is not.
- (b) If this contract requires either Party to reply to a communication, they shall reply within the Period for Reply **as stated in the Contract Data**, unless otherwise stated in this contract.

SCC2.1.5 The Purchaser's authority and delegation, and the Purchaser's Agent

- (a) The Purchaser may give an instruction to the Supplier which changes the Scope of Goods and Services, in accordance with the stipulations for Change Events in this contract.
- (b) The Purchaser may instruct a change to the Contract Completion Date or Order Completion Date after consultation with the Supplier, in accordance with the stipulations for Change Events in this contract.
- (c) The Purchaser's acceptance of a communication from the Supplier does not change the Supplier's obligation to provide the Goods and Services in accordance with this contract.

- (d) The Purchaser may, after notifying the Supplier, delegate any of the Purchaser's actions and may cancel any delegation. Any reference to an action of the Purchaser in this contract also includes an action by the delegate.
- (e) The Purchaser will appoint a Purchaser's Agent, who acts on behalf of the Purchaser with the authority **as stated in the Contract Data**. If the Purchaser's Agent is not identified in this contract, the Purchaser will appoint one and shall notify the Supplier of their name. The Purchaser may replace the Purchaser's Agent and shall notify the Supplier of the name of the replacement.
- (f) If this contract is a Term Contract or Framework Contract and where another entity has been granted participation in this contract and has been given the authority to issue Purchase Orders in accordance with this contract, that entity becomes the Purchaser for that Purchase Order with all the rights and obligations of the Purchaser as stated in this contract. The names of the Purchaser and the Purchaser's Agent shall be stated in the Purchase Order.

SCC2.1.6 Access to and the provision of services

- (a) The Purchaser shall facilitate and allow access to and use of its premises to the Supplier as is required for the provision of the Goods and Services in this contract.
- (b) The Purchaser shall provide the necessary services and other things as stipulated in the Scope of Goods and Services.

SCC2.1.7 Early warning

- (a) The Supplier and Purchaser shall give early warning by notifying the other as soon as either becomes aware of anything which could increase the cost of the Goods and Services, or which could delay the Contract Completion Date or Order Completion Date (whichever applicable), or which could negatively impact the performance of the Supplier in providing the Goods and Services. Early warning for anything for which a change event has already been notified, is not required.
- (b) The Supplier and Purchaser shall co-operate in a process of making and considering proposals to mitigate or avoid the effects of a matter for which an early warning was notified. Actions to be taken shall be recorded in writing.

SCC2.1.8 Applicable law (As referred from GCC Clause 30.1)

Any other applicable law is **as stated in the Contract Data**.

SCC2.1.9 Acts or omissions by mandataries

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the Supplier hereby agrees that the Purchaser is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Supplier and its employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Purchaser and the Supplier contemplated in section 37(2).

SCC2.1.10 Maintenance of mandatory registrations

The Supplier shall ensure that its registration as a supplier on the Western Cape Supplier Evidence Bank (WCSEB) and the Central Supplier Database (CSD) are maintained as active and compliant in all respects, for a Sole Contract until the later of the Contract Completion Date an associated Retention Period, and for a Term Contract or Framework Contract until the later of the end of the Service Period and the date of the last Order Completion or associated Retention Period.

SCC2.1.11 No gifts/tokens/invitations from the Supplier to Purchaser's officials/representatives

Although there are formal prescripts and mechanisms in place to regulate and record the receipt of small tokens/gifts/invitations from suppliers, contractors and service providers, officials of the Purchaser are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the Supplier shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official or representative in the Purchaser's service, before, during or after completion of this contract.

SCC2.2 THE SUPPLIER'S MAIN RESPONSIBILITIES

SCC2.2.1 Providing the Goods and Services

- (a) The Supplier shall provide the Goods and Services in accordance with the Scope of Goods and Services.
- (b) If the Supplier makes use of subcontractors, the Supplier shall remain responsible to provide the Goods and Services as if the Supplier did not subcontract and the contract applies as if the subcontractor's employees and resources were the Supplier's own employees and resources.
- (c) The Purchaser may, after having stated reasons, instruct the Supplier to remove an employee or a subcontractor from the contract. The Supplier shall then arrange that the employee or subcontractor will have no further connection with this contract within one day after the instruction.
- (d) The Supplier shall provide access for the Purchaser and others as notified by the Purchaser, to Goods stored and Services executed for this contract.
- (e) The Supplier shall obey all instructions given by the Purchaser and which are in accordance with this contract.
- (f) The Supplier shall obtain all permissions, permits and other things necessary from the appropriate institutions and sources before transporting Goods to the place of delivery or executing Services as stated in the Scope of Goods and Services or in a Purchase Order.
- (g) The Supplier shall act in accordance with all health and safety requirements stated in the Scope of Goods and Services.

SCC2.2.2 Purchase Orders (pursuant to GCC Clause 1.19)

- (a) During the Service Period the Purchaser may issue a proposed Purchase Order to the Supplier. The Supplier shall price each proposed Purchase Order using the rates and prices from the Price Schedule and shall submit it with an Order programme for delivery and/or execution of the Services, to the Purchaser for evaluation and approval. Prices for items or work not included in the Price Schedule are evaluated as change events. The Purchaser may consult the Supplier about the contents of a Purchase Order before the Purchaser approves and issues it.
- (b) A Purchase Order includes the following:
 - A detailed description of the scope of Goods and Services to be provided in the Order;
 - A priced and totalled list of the items of Goods, Services or work in the Order;
 - The starting and completion dates for the Order, and
 - The amount of penalties payable for late fulfilment or completion of the Order, if different from the provisions made in the GCC.
- (c) The Supplier shall not start executing a Purchase Order until the Purchaser has approved the priced Order and instructed the Supplier to execute the Order.
- (d) A Purchase Order shall not be issued after the end of the Service Period.
- (e) Pricing for items of Goods or Services required by the Purchase Order which are not included in the Price Schedule, are change events.

SCC2.3 TIME AND TIME RELATED MATTERS

SCC2.3.1 Starting, delivery, completion and the Service Period

The Supplier shall start work only from the Starting Date and shall deliver the Goods and provide the Services under this contract until the date of Contract Completion or until the later of the end of the Service Period and the date of the latest Order Completion, as applicable to the Contract Type.

- SCC2.3.2 Instructions to stop providing the Goods and Services
- The Purchaser may issue an instruction to the Supplier to stop or not to start the provision of the Goods and Services, and may later instruct the Supplier to start or re-start it.
- SCC2.3.3 The programme
- The Supplier shall submit programmes where applicable for the provision of the Goods and Services to the Purchaser in accordance with the provisions in the Scope of Goods and Services.
- SCC2.3.4 Non-working days and the annual December/January holiday break
- (a) The annual holiday break is deemed to comprise an approximate 4 week period commencing in mid-December and ending in mid-January.
 - (b) Non-working days **stated in the Contract Data** are added to delays to the Contract Completion Date or Order Completion Date due to change events.
 - (c) Inclusion or exclusion of the annual December/January holiday break in determining and influencing the Contract Completion Date or an Order Completion Date is **as stated in the Contract Data**, omission of which means EXCLUSION by default.
 - (d) If the Contract Completion Date or an Order Completion Date is delayed until after the start of the holiday break, the full period of the holiday break is added in addition to delays to either date due to change events **only if** the annual holiday break was EXCLUDED when setting the Contract Completion Date or the Order Completion Date and the delay is not the Supplier's fault.
 - (e) If either Party issues a communication in terms of this contract to the other at any time during the holiday break, the Period for Reply is extended by the remainder of the period of the holiday break at the time of the communication.
- SCC2.3.5 Extension of the Service Period
- The Purchaser reserves the option to extend the Service Period for a Term Contract or Framework Contract. The Service Period is extended if extension is notified by the Purchaser to the Supplier before or on the last day of the current Service Period, and the period of extension of the Service Period does not exceed the allowed maximum **stated in the Contract Data**.
- SCC2.3.6 Continuation of the Service at contract expiry (Term-and Framework contracts only)
- (a) The Purchaser reserves the right to embark upon a procurement process before the end of the Service Period, to succeed and replace this contract for continuation of the Service.
 - (b) The Purchaser reserves the right to instruct the Supplier upon contract expiry to continue the Service uninterrupted on a month-to-month basis under this contract, in order to:
 - enable conclusion of the procurement process and implementation of the new contract if required; and
 - enable a sufficient period of time for transition of the Service to a new service provider, if required.
 - (c) The month-to-month service shall continue until its conclusion is notified at least one month in advance by the Purchaser to the Supplier.
- SCC2.3.7 Clauses surviving expiry/termination of this contract – the Endumeni approach
- The "Endumeni approach" refers to the interpretative method adopted by the Supreme Court of Appeal of South Africa in *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA). While the case did not deal specifically with survival clauses, the principles it established are directly applicable to how survival clauses are interpreted. The Endumeni approach principles are followed for survival clauses in this contract.
- The Parties agree that the clauses **stated in the Contract Data** shall survive expiry or termination of this contract.

SCC2.4 QUALITY: TESTING, DEFECTS AND INSPECTIONS (Supplementary to GCC Clause 8)

SCC2.4.1 Tests, inspections and notification of Defects

The Purchaser and Supplier shall carry out tests and inspections as required by the Scope of Goods and Services. If a test reveals that any Goods or Services have a Defect, the Supplier shall correct the Defect and the test shall be repeated to prove the Defect correction. The Purchaser may notify a Defect at any time before the later of any of the following, as applicable to each Contract Type: (a) the date of Contract Completion, (b) the date of the latest Order Completion or (c) the end of a Retention Period or Warranty period associated with Contract Completion or Order Completion.

SCC2.4.2 Correction of Defects

- (a) The Supplier shall correct a Defect when the Supplier becomes aware of it, irrespective of whether the Purchaser notifies him of it or not.
- (b) The Supplier shall correct a notified Defect within the Defects Correction Period **stated in the Contract Data**. This period begins when the Purchaser has arranged the necessary access and other things required for the Supplier to correct the Defect.

SCC2.4.3 Acceptance of Defects

The Parties may each propose to the other that the Scope of Goods and Services should be changed so that a Defect does not have to be corrected. If the Parties are both prepared to consider the proposal, the Supplier shall submit a quotation for reduced prices and an earlier Contract Completion Date or Order Completion Date to the Purchaser for approval. If the Purchaser approves the quotation, the Purchaser shall give an instruction to change the Scope of Goods and Services, the prices and the Contract Completion Date or Order Completion Date accordingly.

SCC2.4.4 Uncorrected Defects

If the Supplier has not corrected a notified Defect within the time stipulated by this contract, the Purchaser shall have the right (without prejudice to any other claims which the Purchaser may have against the Supplier under the contract) to assess the cost of having the Defect corrected by others and the Supplier shall pay for this cost.

SCC2.4.5 Latent Defects

The Supplier shall be liable to the Purchaser for latent defects in the Goods and Services for a period **as stated in the Contract Data**.

SCC2.5 PAYMENT (As referred from GCC Clause 16)

SCC2.5.1 The Supplier's pricing for this contract is in the location **stated in the Contract Data**.

SCC2.5.2 Calculation of the amount due for payment

- (a) The Supplier shall calculate the amount due and shall apply to the Purchaser for payment of the change in the amount due since the previous payment. The Supplier's application for payment shall include details of how the amount due has been assessed and calculated, and the Supplier shall provide record of cumulative payments during this contract with each application for payment.
- (b) The amount due includes:
 - the price for each lump sum item in the Price Schedule which the Supplier has completed,
 - where a quantity is stated for an item for which a rate is applied in the Price Schedule, the amount calculated by multiplying the rate by the quantity that the Supplier has completed,
 - any other amounts payable to the Supplier,
 - less any amounts retained from, or payable by, the Supplier.
- (c) For a Sole Contract, penalties as stated in the Contract Data for late Contract Completion shall be payable from the Contract Completion Date as stated in the Contract Data (subject to revision in accordance with the contract), to the date that Contract Completion is achieved. For a Term Contract or Framework Contract, penalties stated in a Purchase Order shall be payable from the Order

Completion Date as stipulated in the Purchase Order (subject to revision in accordance with the contract), to the date that Order Completion is achieved.

SCC2.5.3 Payment

- (a) The Supplier shall prepare a tax invoice for the exact amount claimed. The Supplier shall submit the tax invoice and any relevant corresponding documentation to the Purchaser for payment.
- (b) The Purchaser shall assess the Supplier's tax invoice inclusive of all required supporting documentation within one week of receipt thereof. Incomplete and incorrect payment submissions are not processed for payment and the Supplier shall be notified to correct the payment submission within one week. Payment shall be made within thirty calendar days of receipt of a complete and correct Supplier's payment submission.
- (c) The following information **MUST** be referenced on all invoices submitted to the Purchaser for payment. Omitting any of these details shall be deemed as an incorrect invoice:
 - Purchaser's (Department) name and address.
 - Tender/contract number.
 - If applicable, the project title/description.
 - If applicable, Purchase Order number.

SCC2.5.4 Price adjustment for inflation (as referred from GCC Clause 17)

- (a) The application or not of Price adjustment for inflation for this contract is **as stated in the Contract Data**.

- (b) Statutory price increases

Statutory price increases as well as exemptions and constraints applicable to price adjustment for this contract are **as stated in the Contract Data**.

- (c) Price adjustment factor (PAF)

- On each anniversary of the Contract Date, the Purchaser shall calculate a price adjustment factor equal to $(L - B) / B$, where L is the last published value of the index and B is the last value of the index published before the Contract Date. The index is the CPI ("Consumer Price Index: Index numbers and year on year rates", as published in the Statistical News Release, P0141 Table B) prepared by Statistics South Africa. (www.statssa.gov.za) The price adjustment factor is applied prior to adding VAT.
- If an index is changed after it has been used in calculating a price adjustment factor, the calculation shall be repeated and a correction included in the next calculation of the amount due.
- The price adjustment factor calculated at the end of the Service Period of this contract (as amended in accordance with the contract) is used for calculating price adjustment after this date.

- (d) Price adjustment

For the rates and lump sums in the Price Schedule, each amount payable after the first anniversary shall include an amount for price adjustment which is calculated as follows:

- the sum of the change in the rates and lump sums included in the amount payable since the last assessment, multiplied by the price adjustment factor calculated at the last anniversary before the assessment,
- plus the amount for price adjustment included in the previous amount payable.

- (e) Change events

The Supplier's Cost for change events is assessed using the Supplier's Cost current at the time of assessing the change event adjusted to the Contract

Date by dividing by (1 + PAF), where PAF is the price adjustment factor calculated at the last anniversary.

SCC2.5.5 Foreign exchange price fluctuations (as referred from GCC Clause 17)

Where pricing of Goods and/or Services are identified in the Scope of Goods and Services or in the Pricing Data as subject to fluctuations in a foreign currency exchange rate ("forex"), price adjustment shall be made as follows:

(a) Forex price adjustment factor

When preparing a payment claim for Goods and/or Services subject to forex fluctuations, the Supplier shall calculate an exchange rate adjustment factor equal to (X / B), where X is the actual currency exchange rate/s applied at the time of the international purchase, and B is the base currency exchange rate at the opening of currency trade markets in South Africa on the day of tender closing for this contract, **or as specified in the Contract Data**. The forex price adjustment factor is applied prior to adding VAT.

(b) Forex price adjustment

- For the rates and lump sums in the Price Schedule subject to forex fluctuations, each amount payable shall be calculated by multiplying the amount by the forex price adjustment factor.
- Forex price adjustment and price adjustment for inflation shall always be mutually exclusive. Rates and lump sums in the Price Schedule which are subject to forex fluctuations shall never be subject to price escalation for inflation.

SCC2.5.6 Retention

(a) For a Sole Contract a Retention amount **as stated in the Contract Data** is retained from the Supplier in the assessment of each amount payable until the date of Contract Completion. The amount retained is halved in the first assessment made after the date of Contract Completion and shall remain at this amount until the end of the Retention Period **as stated in the Contract Data**.

(b) For a Term Contract or a Framework Contract a Retention amount **as stated in the Purchase Order** is retained from the Supplier in the assessment of each amount due until the date of Order Completion. The amount retained is halved in the first assessment made after the date of Order Completion and shall remain at this amount until the end of the Retention Period **as stated in the Purchase Order**.

SCC2.5.7 Payment by the Supplier of its subcontractors and suppliers

The Supplier shall pay a subcontractor or supplier for all subcontracted work or goods and services rendered to the Supplier which in terms of this contract have been certified and paid to the Supplier. The Supplier shall pay a subcontractor or supplier within 30 days of receipt of payment from the Purchaser or in accordance with the terms as stipulated in writing in a subcontracting or supply agreement, whichever is the earlier.

SCC2.6 CHANGE EVENTS

SCC2.6.1 Change events

Change events are events which have implications of cost and/or time and/or variation of the Goods and Services which are not made provision for by the stipulations in the Scope of Goods and Services or elsewhere in this contract. Change events do not require a contract amendment procedure as contemplated in GCC Clause 18, but are instead governed as stated in the clauses contained in SCC2.6. The following are change events:

- (1) The Purchaser instructs a change in the Scope of Goods and Services, unless the change is effected to make a Defect acceptable. Any change to the Scope of Goods and Services shall be limited to include only items logically related to, or associated with, those of the original Scope of Goods and Services contemplated by, and included in, this contract.

- (2) The Purchaser instructs a change to the Contract Completion Date or an Order Completion Date.
- (3) The Purchaser does not allow access to its premises or does not provide the services and things necessary which the Purchaser is to provide to the Supplier as stated in this contract.
- (4) The Purchaser gives an instruction to stop or not to start the provision of the Goods and/or Services.
- (5) The Purchaser does not reply to a communication within the Period for Reply required by this contract.
- (6) The Purchaser changes a decision which the Purchaser has previously communicated to the Supplier, which results in cost and/or time impacts on the provision of the Goods and/or Services.
- (7) The Purchaser instructs the Supplier to search for a Defect in the provided Goods and/or Services and no Defect is found.
- (8) The Purchaser notifies a correction to an assumption which the Purchaser has stated about a change event which results in cost and/or time impacts on the change event.
- (9) An event which stops the Supplier from providing the Goods and Services by the Contract Completion Date or by the Order Completion Date and which neither Party could prevent, and deemed at the time of quotation to have such a small chance of occurring that it would have been unreasonable to have allowed for it.
- (10) A difference between the final quantity of any item of Goods and/or Services completed, and the quantity stated for that item in the contract or in a Purchase Order.
- (11) A loss or damage to Goods and Services completed which is not the fault or responsibility of the Supplier or could not have been prevented by any reasonable action of the Supplier.
- (12) An item of Goods or Services required which is not included in the Price Schedule.

SCC2.6.2 Notification of change events

- (a) The Supplier shall give notification to the Purchaser of an event which the Supplier believes has happened or which the Supplier believes will happen as a change event, unless the Purchaser has already notified the event to the Supplier. If the Supplier does not notify the change event within four weeks of becoming aware of it, the Supplier will forfeit any change in the prices and changes to the Contract Completion Date or an Order Completion Date, unless the event arises from an instruction by the Purchaser. The Supplier may include a quotation for the change event at the time of notification.
- (b) If the Purchaser decides that an event notified by the Supplier is as result of a fault of the Supplier, or has not happened and is not expected to happen, or has no effect on the Supplier's Cost and/or completion time or is not one of the change events stated in this contract, the Purchaser shall notify the Supplier of the decision that the prices, and the Contract Completion Date or Order Completion Date are not to be changed.
- (c) If the Purchaser decides otherwise, then within one week of receiving the Supplier's notification, the Purchaser shall acknowledge receipt of the notification. At the same time, the Purchaser shall instruct the Supplier to submit a quotation for the event, unless a quotation was included in the notification or if a revised quotation is required.
- (d) If the Purchaser decides that the Supplier did not give early warning of the event which the Supplier reasonably could have given, the Purchaser shall notify the decision at the time when acknowledging receipt of the Supplier's notification and instructing the Supplier to submit a quotation.
- (e) Change events cannot be notified after the later of the date of Contract Completion and the end of the Retention Period stated for the contract. For a Purchase Order, change events cannot be notified after the later of the date

of Order Completion and the end of the Retention Period stated in the Purchase Order.

SCC2.6.3 Quotations for change events

- (a) A quotation for a change event comprises two distinct components: (1) proposed changes to the prices or rates, and (2) any delay in stipulated completion times for providing the Goods and/or Services. The Supplier shall include details of the assessment and calculations with each quotation and shall submit the quotation to the Purchaser within one week after receiving instruction from the Purchaser to do so, or within two weeks of the date of notification of the change event if no such instruction is received.
- (b) The Purchaser may also instruct the Supplier to submit a quotation for a proposed instruction or a proposed changed decision (a "Proposal"). A quotation for a Proposal is not put into effect by the Supplier unless explicit instruction to do so is given by the Purchaser.
- (c) The Purchaser shall reply within one week of receipt of the Supplier's quotation submission. For a Proposal the Purchaser's reply is one of the following: (1) that the Proposal will not be effected (the default if no reply is given) or (2) a notification that the Proposal including quotation is approved and will be effected or (3) a notification that the Proposal is acceptable in principle but the Purchaser does not agree with the quotation. For all other change events the Purchaser's reply is either approval of the quotation or a notification that the Purchaser does not agree with the quotation (no default if no reply is given).
- (d) If the Purchaser does not agree with the quotation, the Supplier may submit a revised quotation within one week of receipt of the Purchaser's reply. If no revised quotation is received or if the Purchaser does not agree with the revised quotation, the Purchaser may perform an own evaluation and shall notify the Supplier of it.

SCC2.6.4 Evaluation/assessment of change events

- (a) If a change event only affects the quantities of Goods and/or Services in the Price Schedule, the changes to the prices are calculated by multiplying the changed quantities by the appropriate rates in the Pricing Schedule.
- (b) For all other change events the changes to the prices are calculated based on the Supplier's Cost, forecasted if not already incurred or actual if already incurred. The Supplier's Cost is broken down and shown separately for labour (people), materials, equipment used, subcontracted work and transport, excluding any overheads and profit. The mark-up percentage for overheads and profit **as stated in the Contract Data** is applied to the calculated effect of the event, excluding any taxes such as Value added Tax (VAT) and taxes for import, export and customs clearance.
- (c) The effects of change events on the Supplier's Cost are calculated at open market or competitively tendered prices where all recoverable discounts, rebates and taxes have been deducted. The cost of events that the Supplier is required to be insured for by this contract as well as any costs paid to the Supplier by an insurer for the event are deducted from the Supplier's Cost.
- (d) The delay to the Contract Completion Date or an Order Completion Date is calculated as the length of time that the applicable Completion Date is forecasted to be delayed by the change event.
- (e) Prices and rates for work not included in the Price Schedule and approved by the Purchaser are added to the Price Schedule as lump sums or rates, as appropriate, and are used from there on forward for pricing subsequent Purchase Orders.

SCC2.6.5 Cost of preparation of quotations for change events

All costs associated with the preparation of quotations for change events for this contract are the Supplier's risk and are not reimbursable by the Purchaser.

SCC2.7 TITLE, AND THE USE OF EQUIPMENT AND OTHER THINGS

- SCC2.7.1 The Purchaser's title to, and marking of, Goods
- Irrespective of the type of title the Supplier has to any Goods delivered as specified in the Scope of Goods and Services, title shall pass to the Purchaser upon delivery. The Supplier shall mark all the Goods for payment by the Purchaser before delivery in accordance with the stipulations in the Scope of Goods and Services.
- SCC2.7.2 Intellectual property rights
- (a) The ownership of and all rights in and to intellectual property owned by either Party prior to the commencement of this contract shall be and remain vested with the Party who as at the commencement of this contract is the owner thereof.
 - (b) The Supplier shall have no claim or be entitled to any copyright or other intellectual property that arises as deliverables or otherwise out of the execution of this contract, ownership of which shall at all times vest in the Purchaser. The Supplier may not reproduce or use the copyright or any intellectual property unless with the prior written permission of the Purchaser.
 - (c) The Supplier hereby warrants that it either owns or obtained the right to use all intellectual property in all material used by it in the course of providing the Goods and/or Services in terms of this contract.
 - (d) The Supplier hereby indemnifies the Purchaser from and against any claim that any material used by it, in the course of providing the Goods and/or Services in terms of this contract, infringes any third party's intellectual property rights.
- SCC2.7.2A Protection of Personal Information, Data Governance and Information Security
- See **Annexure 2** in the Appendix to this document.
- SCC2.7.3 The Parties' use of equipment and other things
- (a) The Supplier has the right to use equipment and other things provided by the Purchaser only to provide the Goods and Services.
 - (b) The Supplier shall return to the Purchaser all equipment and other surplus things provided by the Purchaser, provide items of equipment and provide the information and other things for the Purchaser's use as stated in the Scope of Goods and Services, for a Sole Contract before the date of Contract Completion and for a Term Contract or Framework Contract before the earlier of the date of Order Completion and the end of the Service Period, as applicable.
- SCC2.7.4 Keeping a site attendance register
- If the Supplier operates a site on the Purchaser's premises as part of providing the Goods and Services, the Supplier shall keep a site attendance register detailing the identity of, sign-in and sign-out by its employees and visitors to the site or location where the Goods and Services are provided, details of which shall be made available to the Purchaser upon request.

SCC2.8 RISK, INDEMNITY, AND INSURANCE

- SCC2.8.1 Purchaser's risks
- The following are Purchaser's risks:
- (a) Claims, proceedings, compensation and costs payable which are due to negligence, breach of statutory duty or interference with any legal right by the Purchaser or any person employed by the Purchaser (with the exception of the Supplier), or a fault of the Purchaser.
 - (b) Loss of or damage to the Goods and/or Services after delivery/completion except loss or damage occurring before the date of Contract Completion or the later of the end of the Service Period and the latest date for Order Completion as applicable, which is due to (1) a Defect which existed at delivery or completion, or (2) an event which is not a Purchaser's risk or (3) activities of the Supplier after delivery/completion.

- (c) Loss of or damage to the Goods and Services retained by the Purchaser after delivery/completion upon contract termination except loss or damage due to the activities of the Supplier after delivery/completion following the termination.

SCC2.8.2 Supplier's risks

For the duration of the contract until the later of Contract Completion, end of Service Period, last Order Completion or any associated Retention Period, all risks which are not stated in this contract as carried by the Purchaser shall be carried by the Supplier.

SCC2.8.3 Insurance cover and insurance policies (as referred from GCC Clause 11.1)

- (a) The Supplier shall provide insurance cover against loss of or damage to the Goods and Services, materials, equipment and against any other risks carried by the Supplier from the Starting Date until the later of Contract Completion, end of Service Period, last Order Completion or any associated Retention Period, for the amount deemed sufficient by the Supplier to cover the total of the Supplier's risk or for the minimum amount of cover **stated in the Contract Data**.
- (b) Insurance cover shall include a Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA).
- (c) When requested by the Purchaser, the Supplier shall provide certificate/s from its insurer or broker confirming that the insurances required by this contract are in force.

SCC2.8.4 Performance security (As referred from GCC Clause 7)

- (a) If so **stated in the Contract Data**, the Supplier shall provide the Purchaser with performance security for the amount **stated in the Contract Data** and in the form set out in the Scope of Goods and Services.
- (b) Insurers must be duly registered in terms of the Short-Term Insurance Act 1998 (Act 35 of 1998) and banks must be duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Financial service providers other than registered banks and insurers are not acceptable as guarantors.
- (c) No alterations or amendments of the wording of the form of the performance security form will be accepted.
- (d) Alternatively, a cash deposit or electronic money transfer for the same amount into the bank account of the Purchaser, is also acceptable as performance security.

SCC2.9 MEDIATION PROCEEDINGS, TERMINATION AND CANCELLATION OF PURCHASE ORDERS

SCC2.9.1 Mediation proceedings (as referred from GCC Clause 27.4)

If any dispute has not been resolved by negotiation, the Parties shall submit the dispute to mediation administered by the Arbitration Foundation of Southern Africa (AFSA) (Cape Region), (<http://www.arbitration.co.za>, Tel +27 21 426 5006), upon the terms set by the AFSA Secretariat. Mediation shall be conducted in Cape Town in the governing language of this contract, which is English.

SCC2.9.2 Termination for reasons other than Supplier's default or insolvency (GCC Clauses 23 and 26)

If either Party wishes to terminate the Supplier's obligation to supply the Goods and Services in terms of this contract, he notifies the intention to terminate together with a valid reason for terminating to the other Party. Unless the Parties can agree otherwise, termination is effected by the Purchaser issuing a termination certificate to the Supplier if the reason complies with this contract.

- (a) Additional reasons for termination

The following are the only valid reasons for termination of this contract, in addition to the reasons of Supplier's default or insolvency as contemplated in GCC Clauses 23 and 26:

- (i) The Supplier may terminate if the Purchaser has not made a payment within 12 weeks of receipt of a complete and correct payment submission from the Supplier;

- (ii) The Purchaser may terminate for any other reason.
- (b) Procedures on termination
 - (i) On termination, the Supplier shall return to the Purchaser any equipment and surplus things provided by the Purchaser, and hand over any items ordered and paid for by the Purchaser.
- (c) Payment on termination

The amount payable on termination includes the following:

 - (i) The amount payable assessed as for normal payments,
 - (ii) the Supplier's Cost associated with cancelling of items ordered by the Supplier, where applicable,
 - (iii) The total of the Prices of any items ordered by the Supplier which cannot be resold or used elsewhere and of which the Supplier has to accept delivery, and
 - (iv) for a Sole Contract, if the Purchaser terminates for reason (a)(ii) above, 5% of the Prices of any remaining Goods and Services deliverable under the contract, had there been no termination.

SCC2.9.3 Cancellation of Purchase Orders (Term Contract and Framework Contract only)

The Purchaser may cancel a Purchase Order at his sole discretion.

- (a) Procedures on cancellation of a Purchase Order
 - (i) On cancellation of a Purchase Order, the Supplier shall return to the Purchaser any equipment and surplus things provided by the Purchaser, and hand over any items ordered and paid for by the Purchaser in terms of the Purchase Order.
- (b) Payment on cancellation of a Purchase Order

The amount payable on cancellation of a Purchase Order shall be limited to the following:

 - (i) The amount payable assessed as for normal payments under the Purchase Order,
 - (ii) the Supplier's Cost associated with cancelling of items ordered by the Supplier where applicable, and
 - (iii) The total of the Prices of any items ordered by the Supplier which cannot be resold or used elsewhere and of which the Supplier has to accept delivery.

SCC2.10 FRAMEWORK CONTRACT (Only applicable if Contract Type is Framework Contract)

SCC2.10.1 Object and operation of the Framework

- (a) The object of this Framework is to enable the Purchaser to invite tenders and to appoint more than one Supplier to carry out work over the Service Period on an "as instructed" basis within its defined scope, based on the pricing information provided by the Supplier in the Pricing Schedule of this document. The goal of this approach is to speed up and streamline procurement of the Goods and/or Services required by the Purchaser from the open market in order to fulfil its strategic objectives, while maintaining transparency and equitability of the procurement process.
- (b) The Purchaser is not obligated and does not guarantee that the Supplier will be issued with a minimum number of Purchase Orders instructing the provision of Goods and/or Services during the Service Period.
- (c) The Purchaser issues Purchase Orders for the provision of Goods and/or Services during the Service Period of the contract based on best value and best serving the strategic objectives of the Purchaser.

SCC2.10.2 Management of the Framework

- (c) A Framework Core Management Group (the "Group") of people may be established by the Purchaser. The Group is responsible for operating and maintaining the Framework relationship to facilitate continuity, effectiveness and communication.
- (d) The Group consists of nominated representatives of the Purchaser and the Supplier. The Supplier shall nominate 2 (two) representatives on the appropriate returnable Schedule ("Supplier's Nominees for Framework Core Management Group") in this document. Up to 4 (four) Purchaser's representatives can be nominated at the Group's establishment meeting. Both the Purchaser and the Supplier are free to replace their representatives at any time and for any reason during the Service Period, by notifying the other of the names of the replacements. If the Purchaser is not satisfied with a nominated representative of the Supplier, the Purchaser shall give the reasons and instruction to the Supplier to replace the representative. The Supplier shall replace the representative unless the reasons given by the Purchaser are illegal or impossible to comply with.
- (e) The Group meets through meetings scheduled by the Purchaser when the Purchaser deems necessary. In the event of problems or obstacles in the way of satisfactory operation of the Framework, an ad hoc meeting of the Group may be called by either the Purchaser or the Supplier. The Purchaser is responsible to take minutes of all meetings, which are distributed to all Group members within two weeks after the meeting. Expenditure to attend meetings of the Group is not a cost-reimbursable item for the Supplier.

SCC2.10.3 Adding Suppliers to the Framework

- (a) Annual and ad hoc review of the Framework and addition of Suppliers

Within the period of 4 weeks before and after each Framework Contract anniversary date until the end of the Service Period or if circumstances of insufficient Supplier availability arise or prevail at any other time during the Service Period which are deemed by the Purchaser to threaten or impair the effective and efficient operation of the Framework in the fulfilment of the strategic objectives of the Purchaser, the Purchaser shall review and evaluate the Framework per geographic region or location as applicable. Where circumstances of insufficient Supplier availability are indicated, the Purchaser may exercise the option to add Suppliers to the Framework, subject to the following conditions:

 - (ii) The Framework's pricing is such that all Suppliers are remunerated in accordance with a Price Schedule comprising uniform rates and prices which are the same for all, or failing which competitive pricing and value for money compared to that of other existing Suppliers be clearly demonstrated and documented;
 - (iii) All added Suppliers shall be contracted under the exact same conditions of contract as the other existing Suppliers and are remunerated in accordance with the same Framework Price Schedule.
 - (iv) Where existing suitable Framework Suppliers appointed under this contract but in other geographical regions or locations can be identified, preference be given to such Suppliers to be added to the region or location where the Goods and/or Services are required;
 - (v) Where no suitable existing Framework Suppliers can be identified to be added to a particular region or location, the Purchaser may approach other service providers not contracted under this Framework but who are suitable to be added to the Framework, in that region or location.
- (b) The procedure to be followed for adding Suppliers to the Framework is as follows:
 - (i) For existing Framework Suppliers, a contract amendment as per GCC Clause 18, which shall be effected by mutual agreement between the Purchaser and Supplier, reduced to writing in an addendum signed by both Parties and added to the Supplier's existing Framework Contract;
 - (ii) For service providers not contracted under the Framework, secondary open procurement and competitive negotiations in compliance with all

applicable Government procurement prescripts including a secondary risk assessment procedure to evaluate inter alia current commitments, previous performance and other risk factors. Successful bidder/s to be appointed with a notification of appointment issued by the Purchaser and signature by both Parties of this Framework Contract document, effective for the remainder of the Service Period.

SCC2.10.4 The Selection Procedure

The Purchaser shall select a Supplier appointed under the Framework to submit a quotation for a proposed Purchase Order according to these criteria and terms:

(a) Eligibility of a Supplier for selection

A Supplier is eligible for selection by the Purchaser to submit a quotation for a proposed Purchase Order if (1) the Goods and/or Services required are within the scope of the Supplier's offer in terms of this contract, and (2) the Supplier has a business presence in the geographical location where the Goods and Services are required, and (3) the Supplier is not currently engaged in the execution of another Purchase Order under this Framework, the workload of which is deemed by either the Purchaser or the Supplier likely to impair the Supplier's ability to undertake and complete the proposed Purchase Order effectively, and (4) the Supplier does not have a record of unsatisfactory performance during execution of previous Purchase Orders under this Framework, and if the Supplier has, then only if the Purchaser is satisfied with remedial measures instituted by the Supplier to prevent a recurrence of such unsatisfactory performance for future Purchase Orders.

(b) Selection of a Supplier in the Framework

- (i) If the Purchaser seeks quotations for proposed Purchase Orders under the Framework, the Purchaser (1) selects a Supplier who is eligible for selection and (2) if more than one Supplier is eligible for selection, the Purchaser rotates its selection of Suppliers sequentially to spread Orders fairly between eligible Suppliers as far as it is practically possible, within the limits of the Purchaser's strategic business objectives.
- (ii) The Purchaser also has the option to invite a secondary competitive process by selecting all eligible Suppliers to submit a competitive quotation, where the Supplier offering the lowest price within the context of acceptable risk, is selected. A reason for exercising this option may be when quotations are sought for significant quantities of Goods and/or Services for which no prices or rates are available in the Price Schedule. Selection of a Supplier is effected when a written issue of instruction to submit a quotation for a proposed Purchase Order is received by the Supplier.

SCC2.10.5 The Quotation Procedure

The Supplier provides a quotation to the Purchaser for a proposed Purchase Order according to these criteria and terms:

- (a) The Purchaser shall give written instruction to the Supplier to submit a quotation for a proposed Purchase Order, by issuing a Purchase Order form in either hardcopy or digital format to the Supplier. The Purchase Order form documentation shall contain all the relevant forms, the scope of work and related information describing and defining the Goods and/or Services to be delivered/completed. If the quotation is simultaneously competing with quotations from other selected Suppliers under this Framework, the Supplier is so notified.
- (b) The Supplier shall give written acknowledgement of receipt of the Purchase Order form. The Supplier shall prepare the quotation for the Purchase Order based on the pricing in the Price Schedule for this contract. The Supplier's rates and prices in the Price Schedule are binding and apply as the maximum allowable rates and prices quoted for any Purchase Order under this Framework. If a quotation is competing with quotations from other selected Suppliers under the Framework, the Supplier may reduce any of the rates or prices in the Pricing Schedule in order to improve the competitiveness of the quotation. Rates and prices may never be exceeded, except for the provisions of price escalation for inflation, if applicable.

- (c) Quotation for items for which there are no prices available in the Price Schedule are subject to assessment by the Purchaser and negotiation where applicable, and the Purchaser reserves the right to treat new items in the same way as change events.
- (d) The Supplier shall submit its quotation by returning the Purchase Order documentation together with any other required documentation or information to the Purchaser in compliance with the instructions given by the Purchaser, on or before the stated date and time. Late or incomplete submissions may be rejected.
- (e) The Purchaser shall give reply to the Supplier. The reply can be (1) acceptance and approval of the quotation and instruction to provide the Goods and/or Services for the Purchase Order, or (2) a notification that the Purchaser does not accept the quotation and the Purchase Order will not be effected, or (3) a notification that the Supplier's submission is acceptable in principle but the Purchaser does not agree with the quotation and further refinement of pricing and/or detailing must be concluded to the Purchaser's satisfaction before the quotation will be approved.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

WCBD7.1: Contract Form

SCHEDULE B1: Contract Form: Purchase of Goods and Services

Part 1 (to be filled in by the Supplier **ONLY UPON AWARD OF THE CONTRACT**)

The Purchaser, identified in the Part 2 signature block, has solicited offers to enter into a contract for the procurement of: **Bid No: MT06/2026: APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS**

The bidder, identified in the Part 1 signature block, hereby agrees to supply all or any of the goods and services described in the attached bidding documents to the Purchaser in accordance with the requirements and specifications stipulated in the bid documents at the price/s quoted. The offer/s remain binding upon the bidder and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing time of bid.

The bidder confirms that he has satisfied himself as to the correctness and validity of this bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all the obligations and accepts that any mistakes regarding price(s) and rate(s) and calculations will be at own risk. The bidder further declares that he has no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

By the representative of the bidder, deemed to be duly authorised signing this part of this Contract Form, the bidder offers to perform all of the obligations and liabilities of the Supplier under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with this contract.

This offer may be accepted by the Purchaser by signing Part 2 of this Contract Form and returning one copy of this document to the bidder before the end of the period of validity stated in the document, whereupon the bidder becomes the party named as the Supplier in this contract.

For the bidder:

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS CONTRACT FORM
--

Bidder MUST complete the following: CSD* Reg No..... B-BBEE Status Level..... *Central Supplier database
--

Name of organisation **as per Schedule A1**

Name and capacity of signatory **as per Schedule A1**

Address of organisation **as per Schedule A1**

Part 2 (to be filled in by the Purchaser)

By signing this part of this Contract Form, the Purchaser identified below accepts the bidder's offer. In consideration thereof, the Purchaser shall pay the service provider the amount due in accordance with this contract. Acceptance of the bidder's offer shall form an Agreement between the Purchaser and the bidder upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the document and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the bidder and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations included and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The bidder shall arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this contract. Failure to fulfil any of these obligations in accordance with the terms stipulated shall constitute a repudiation of this Agreement.

This Agreement comes into effect on the Starting Date as stated in the Contract Data.

For the Purchaser: **WESTERN CAPE GOVERNMENT**
 DIRECTORATE TRAFFIC LAW ENFORCEMENT
 SCM: Tender Office
 27 Wale Street
 CAPE TOWN
 8001

SIGNATURE OF PURCHASER

Name:

Capacity:

Name and signature of witness:

.....

Date:

Schedule of Deviations

(Append separate page if not enough space)

1 Subject:

Details:

.....

.....

2 Subject:

Details:

.....

.....

3 Subject:

Details:

.....

.....

4 Subject:

Details:

.....

.....

5 Subject:

Details:

.....

.....

By the duly authorized representatives signing this Agreement, the Purchaser and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the GCC and SCC and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the Purchaser during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the Parties arising from this Agreement.

For the Bidder:

AUTHORISED SIGNATURE OF BIDDER (Only required if the Schedule of Deviations contains entries)

Name:

Capacity:

Name and signature of witness:

.....

Date:

For the Purchaser:

WESTERN CAPE GOVERNMENT
DIRECTORATE TRAFFIC LAW ENFORCEMENT
 SCM: Tender Office
 27 Wale Street
 CAPE TOWN
 8001

SIGNATURE OF Purchaser (Only required if the Schedule of Deviations contains entries)

Name:

Capacity:

Name and signature of witness:

.....

Date:

Number of additional pages appended by the bidder to this schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

Contract Data

Contract Data Part One

Data provided by the Purchaser

SCC Clause	Contract Data
SCC1.2	The Purchaser is DIRECTORATE TRAFFIC LAW ENFORCEMENT
SCC1.3	The Purchaser's Agent is Name: Donavan Jonathan: Admin Officer: SCM & FIN Address: 16 Tallent Street PAROW 7500 Phone: 021 911 2333 Email: MobilityTenders@westerncape.gov.za
SCC1.4	The Contract Type is Term Contract .
SCC2.1.2 (c)	The Scope of Goods and Services is in the section called "Scope of Goods and Services" in this document.
SCC2.1.2 (l)	The Starting Date is the date of receipt by the Supplier of the letter of notification of appointment of the Supplier by the Purchaser.
SCC2.1.2 (m)	The Service Period is a period of 36 months following the Starting Date (applicable to Term Contracts and Framework Contracts only).
SCC2.1.4 (b)	The Period for Reply is one week .
SCC2.1.5 (e)	The Purchaser's Agent act shall act with full authority on the Purchaser's behalf in the execution and administration of this contract.
SCC2.1.8	There are no other applicable laws other than the laws of the Republic of South Africa.
SCC2.3.4 (b)	There are no non-working days when assessing delays to the Contract Completion Date or an Order Completion Date due to change events.

SCC Clause	Contract Data
SCC2.3.4 (c)	The full period of the annual holiday break of approximately 4 weeks in December/January for the duration of the contract including any extension thereof is INCLUDED in any Order Completion Date and will NOT be added to any other delays due to change events, unless otherwise stated in a Purchase Order.
SCC2.3.5	The allowed maximum period of extension of the Service Period for this contract is 36 months .
SCC2.3.7	The clauses surviving expiry/termination of this contract are: • GCC5: Use of contract documents and information (confidentiality); • GCC6: Patent rights; • GCC15: Warranty; • GCC16: Payment; • GCC27: Settlement of disputes; • GCC28: Limitation of liability; • SCC2.3.6: Continuation of the Service at contract expiry; • SCC2.7.2: Intellectual property rights, inclusive of SCC2.7.2A (annexure 2).
SCC2.4.2 (b)	The Defects Correction Period for this contract is two weeks .
SCC2.4.5	The Latent Defects Period for this contract is 5 years after the date of Contract Completion or the date of an Order Completion, as applicable.
SCC2.5.2 (c)	The penalties payable for late delivery of the Goods and Services shall be as stated in the Purchase Order and shall never be less than 1% per week of the outstanding equipment/service value at the time.
SCC2.5.4 (a)	Prices and rates not subject to forex adjustment for this contract shall remain fixed for the first 12 months of this contract and shall be subject to price adjustment for inflation thereafter. There will be no price adjustment for inflation prices subject to forex adjustment.
SCC2.5.4 (b)	Consumables or goods subject to statutory price fluctuations are to be adjusted in terms of their statutory prices.
SCC2.5.5(a)	The base exchange rate B for costs where the goods are imported, is: R16,22 per USD; R18,55 per EUR; R21,66 per GBP, as applicable to the international currency utilised for acquiring the imported goods.
SCC2.8.3 (a)	The minimum amount of insurance cover required for this contract is R10 000 000 (ten million rand)
SCC2.8.4 (a)	Performance security will not apply to this contract.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

Contract Data

Contract Data Part Two

SCHEDULE B2: Data provided by the Supplier

SCC Clause	Contract Data
SCC2.1.2 (b)	The name and address of the Supplier is Name: Address: Telephone: Email address:
SCC2.5.1	The details of the Supplier's pricing for this contract are in the Price Schedule submitted by the bidder, in this contract.
SCC2.6.4 (b)	The mark-up percentage for overheads and profit added to the Supplier's Cost for change events is as agreed by the Supplier and Purchaser, and will not exceed a maximum of 15%.

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

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WESTERN CAPE GOVERNMENT

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Pricing assumptions & instructions

Pricing assumptions & instructions

1. GENERAL

- 1.1 It will be assumed that prices included in the pricing schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.iso.org for information on standards).
- 1.2 The Supplier will be paid for completed work i.e. work without Defects. This is a re-measurement contract and the Price Schedule comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Time related items are items measured using rates where the rate is a unit of time.
- 1.3 The Price Schedule needs to be read in conjunction with any information identified in the Scope of Goods and Services.
- 1.4 For the purpose of the Price Schedule, the following words have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Goods Information of this document.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Price:	The product of the quantity and the agreed rate for an item, or an agreed amount for an item, the extent of which is described in the Price Schedule but the quantity of work of which is not measured in any units.
- 1.5 Unless otherwise stated, items are measured net in accordance with the specifications, and no allowance has been made in the quantities for waste.
- 1.6 The prices and rates stated for each item in the Price Schedule shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Supplier in carrying out or providing that item.
- 1.7 All prices and rates in the Price Schedule exclude VAT, while the total of Prices reflected in the Bid Form and Contract Form include VAT.

2. CHANGE EVENTS

- 2.1 Payment for items in the Price Schedule which are associated with any budgetary allowances, provisional sums and prime costs are dealt with in the same manner as payment for change events, i.e. Supplier's Cost plus the mark-up percentage for overheads and profit **as stated in the Contract Data**.

3. THE TOTAL FINANCIAL OFFER FOR THIS TENDER

- 3.1 The financial offer of this tender is the total price reflected in the Pricing Summary of the Price Schedule and, subsequently, in the Contract Form.

4. MATERIAL CONFLICT WITH CONDITIONS OF CONTRACT

- 4.1 PLEASE NOTE: If anything in this Price Schedule materially contradicts or is in conflict with any stipulation in the GCC and SCC as contained in this contract, the stipulation in the GCC and SCC shall prevail.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

Pricing schedule

SCHEDULE C1: Price Schedule and Pricing Summary

The requirements for pricing and summarising totals are described in terms of the delivery/supply proposal offered by the bidders, are as follows:

Full Service: Cost of providing the full service of one mobile diagnostic scanner to the Purchaser as an outside agency, complete with a transparent cost breakdown of all cost elements contributing to provision of the monthly service.

The cost for the full service must be broken down into the following 4 cost items as per Table C1 below, which when read/applied together will comprise the full offer on behalf of the bidder. Reimbursable disbursements (if and when applicable) will be paid in accordance with Item 4 of the Price Schedule, and will be determined at the time of instruction to provide the diagnostic scanning service at any specific location. Item 4 is therefore not to be priced in this submission.

Table C1: Price Schedule

Item No	Description	Unit of Measure	Rate	Illustrative Quantity	Price (excl VAT) (Rate x Quantity)
1	Monthly Availability Charge Comprehensive, fully inclusive monthly availability rate, (aka monthly retainer rate or standby rate), inclusive of all: • Hardware; • Software; • Systems integration; • Staff training; • Maintenance; • Calibration; • Technical support; • Compliance and licensing; and • any other applicable costs incurred by the service provider to provide the service, but <u>excluding</u> the direct operational charges payable by the Purchaser and made provision for in Items 2, 3 and 4 below. The monthly availability rate is payable by the Purchaser from the date of the start of the service performance period as specified in the Purchase Order, irrespective of any instruction to provide the service in any location. The availability charge is invoiced monthly in arrears.	per month	R.....	36 months	R.....

Item No	Description	Unit of Measure	Rate	Illustrative Quantity	Price (excl VAT) (Rate x Quantity)
2	Distance Charge Fully comprehensive per kilometre charge for travel of the scanner vehicle including any other required accompanying vehicles (e.g. staff transport) to and from locations where the service is provided, payable as a "per instruction" rate by the Purchaser, invoiced monthly in arrears. The distance travelled is measured by default from the Cape Town CBD to the location where the service is required, unless the vehicle is located elsewhere at the time of the instruction, and is moved directly from that location.	per km	R.....	10000 km	R.....
3	Time Charge Fully comprehensive and combined hourly charge for all required staff and support services to provide the service at the location instructed by the Purchaser, including the travel time to and from the location. The time charge is payable as a "per instruction" rate by the Purchaser, invoiced monthly in arrears.	per hour	R.....	500 h	R.....
4	Incidental Travel & Subsistence reimbursement The following subsistence and travel reimbursements conditions will apply to the awarded service provider: - Flights – only economy class tickets will be refunded (and/or limited to the reimbursement rate deemed reasonable by WCMD) - Car rental – economy 4/5 door - Accommodation and meals - as determined by the Instructions applicable to the Western Cape Mobility Department. - Mileage claims for travel other than the distance charge applicable to a service instruction at any specific service location. The maximum reimbursement rates per kilometre will be the rates as determined by the National Department of Transport for the month during which the travel occurs, limited to private rates of category A (petrol) for a 1600cc sedan/station wagon. - Parking and toll fees – actual costs - No daily allowance will be payable to the service provider Note: Proof of expenditure could be requested by the purchaser prior to reimbursement.				
TOTAL OF THE PRICES ABOVE EXCLUDING VAT					R.....
Add VAT @ 15%					R.....
TOTAL PRICE OFFER to be carried over to WCBD1: Bid Form on page 5 of this document.					R.....

Supplementary Pricing Tables.

IMPORTANT: Please note:

In order for the Purchaser to evaluate and compare the comprehensive all-inclusive pricing offered by bidders in Table C1: Price Schedule above, bidders must provide a breakdown of their costs (including overheads and profit) used to calculate their offered bid pricing in Tables C1(a) and C1(b) below. This information is required for information purposes only, and does not constitute any part of the bidder's offer.

Table C1(a): Annual cost breakdown

CATEGORIES	COST (excl VAT) in ZAR
1. Hardware	R
Scanner equipment: Diagnostic X-ray Scanner hardware	R
Vehicle Platform (van chassis)	R
Shielding	R
Onboard Systems	R
Other hardware costs	R
Total Hardware Cost excl VAT	R
2. Software	R
Imaging Software	R
Detection Capability	R
Licensing model	R
Other software costs	R
Total Software excl VAT	R
3. Systems Integration	R
ICT Integration	R
Evidence Management Integration	R
Other systems integration costs	R
Total Systems Integration excl VAT	R
4. Training	R
Initial Operator Training	R
Refresher Operator Training	R
Other training costs	R
Total Training excl VAT	R
5. Maintenance	R
Preventative Maintenance	R
Corrective Maintenance	R
Other maintenance costs	R
Total Annual Maintenance excl VAT	R
6. Calibration	R
Annual Calibration Service (frequency)	R
Certification Authority	R
Compliance Requirements	R
Other calibration costs	R
Total Calibration excl VAT	R
7. Technical Support	R
24/7 Technical Support	R
SLA	R
Uptime requirements	R
Response times	R
Other technical support costs	R
Total Technical Support excl VAT	R
8. Compliance and Licensing	R
Radiation Approvals	R
Regulatory Compliance	R
Other compliance and licensing costs	R
Total Compliance & Licensing excl VAT	R
TOTAL COST excl VAT	R

Table C1(b): Annual cost breakdown per CAPEX and OPEX, including VAT

This supplementary table must follow the breakdown in Table C1(a) above split by annual capital and operational expenditure (CAPEX and OPEX), and VAT added, as follows:

Cost Category	CAPEX ex VAT	Annual OPEX ex VAT	Annual Total ex VAT	Add VAT @ 15%	Annual Total incl VAT
Hardware	R	R	R	R	R
Software	R	R	R	R	R
Systems Integration	R	R	R	R	R
Training	R	R	R	R	R
Maintenance	R	R	R	R	R
Calibration	R	R	R	R	R
Technical Support	R	R	R	R	R
Compliance & Licensing	R	R	R	R	R
Total Cost	R	R	R	R	R

General comments and instructions for completing the supplementary tables

- Bidders must not add any additional pricing categories/pricing details deemed appropriate and applicable to their offer in Tables C1(a) and C1(b) but include same under the breakdown categories as per the tables. It is important to satisfy the requirement for a fully priced offer devoid of any hidden costs and post-award "surprises" for the Purchaser. Where costs are uncertain, the bidder must make provision for risk pricing to ensure their costs are covered adequately.
- Please note that the costing for imported goods subject to foreign currency exchange rates must use the guideline Base rate/s specified in the Contract Data for US Dollar (USD), Euro (EUR) and British Pound Sterling (GBP) to convert to South African Rand (ZAR), depending on the applicable foreign currency by which the goods are purchased by the bidder. The cost of imported goods must be priced inclusive of any and all landing costs which includes inter alia taxes payable in the country of origin, South African import duties, transport, delivery and storage, etc.

IMPORTANT: Please note the following:

- Ensure that a fully priced Price Schedule & Summary is returned with your bid submission. Failure to do so will invalidate your bid.
- All information given in the Scope of Goods and Services must be taken into account for pricing. Unrealistic pricing in terms of the envisaged supply will render your tender high-risk, and therefore ineligible for award.
- All items in the Price Schedule are to be priced EXCLUSIVE of VAT, with VAT only added to the total amount at the bottom of the Price Schedule & Summary table.
- All items in the submitted Price Schedule must be priced. Pricing for Price Schedule Items 1, 2 and 3 in Table C1 MUST be discrete and separate, and pricing for any one of them may not be omitted and included in another item. Non-priced items WILL render your bid invalid.

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

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OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY
DEPARTMENT FOR A PERIOD OF 3 YEARS**

Scope of Goods and Services

Preamble to Scope of Goods and Services

Material conflict with the GCC and SCC

PLEASE NOTE: If anything in the Scope of Goods and Services materially contradicts or is in conflict with any stipulation in the conditions of contract as contained in the GCC and SCC, the stipulation in the GCC and SCC shall prevail.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

Scope of Goods and Services

1. Description of the Goods and Services

1.1 Purpose

The purpose of this procurement is to appoint a suitably qualified service provider to supply, deliver, maintain, calibrate and provide technical support for a mobile cargo and vehicle screening system with X-ray backscatter image technology for Traffic Law Enforcement operations in the Western Cape Province. The service provider to provide all and everything, including inter alia technical support and maintenance, to ensure a continuous long-term operational service.

The proposed contract will also include initial and refresher training to traffic officials involved with the scanning service to ensure that the technology is applied safely, lawfully, and effectively within existing operational environments.

1.2 Context

The mobile cargo and vehicle screening system is a non-intrusive X-ray system intended for use at weighbridges, ports, provincial borders, freight corridors and major event checkpoints. The system enables the rapid scanning of various types of vehicles for contraband, narcotics, firearms, explosives, stowaways and other illicit items, without requiring physical offloading or the driver exiting the vehicle.

The technology allows a variety of different sized vehicles to be scanned within a short timeframe, thereby limiting disruption to traffic flow while significantly improving inspection capability.

The imaging software allows trained operators to distinguish between different materials, be able to instantly identify concealed threats, reducing reliance on manual searches.

1.3 Background

The Western Cape serves as one of South Africa's primary logistics and transport corridors, with substantial volumes of freight, passenger transport, and commercial traffic moving through the provincial road network daily. This high level of movement presents significant enforcement challenges, particularly in relation to the detection of illicit goods, undocumented persons, stolen vehicles, contraband, and other forms of criminal activity that utilise the road transport system.

Current enforcement operations rely predominantly on manual vehicle inspections, physical searches, visual observations, and intelligence-driven interventions. While these methods have yielded notable successes, they are labour-intensive, time-consuming, and dependent on the availability of specialised personnel and actionable intelligence. The increasing sophistication of organised criminal networks, including the use of concealed compartments, altered vehicle structures, and advanced smuggling techniques, has further reduced the effectiveness of traditional inspection methods.

The volume of vehicles travelling through provincial enforcement points, weighbridges, and strategic routes significantly exceeds the capacity for comprehensive manual inspections. As a result, only a small proportion of vehicles can be physically inspected, creating a risk that illicit activities may go undetected. Furthermore, lengthy inspection processes can contribute to congestion and delays, affecting legitimate transport operators and the efficient movement of goods.

Despite these constraints, Western Cape Provincial Traffic Services continues to record significant enforcement outcomes. Recent operations resulted in the confiscation of illegal substances with an estimated value exceeding R10 million and the apprehension of more than 200 undocumented persons unlawfully entering the province. These results demonstrate both the effectiveness of enforcement operations and the scale of unlawful activities occurring within the provincial transport network.

Without enhanced inspection and detection capabilities, the Department's ability to identify and interdict illicit activities may become increasingly constrained as freight volumes grow and criminal methodologies evolve. This may result in reduced detection rates, increased pressure on enforcement resources, heightened risks to public safety, and greater exploitation of the provincial road network by organised criminal groups.

1.4 Required capability

Cargo and vehicle screening system with X-ray backscatter technology. The mobile backscatter system aims to deliver rapid, drive-by cargo and vehicle screening by utilizing proprietary X-ray backscatter technology. Housed in a standard commercial delivery van, it provides immediate, photo-like imaging to easily identify organic threats and contraband such as explosives, drugs, currency, and concealed human beings.

- Photo-Like Imaging: Employs X-ray backscatter technology to generate intuitively easy-to-read, photographic-quality X-ray images that reveal the exact positions of organic materials;
- High-Throughput Screening: Achieves rapid analysis in near real-time, allowing border patrol, customs, and security personnel to scan vehicles simply by driving past them;
- Manoeuvrability: Built onto a commercially available chassis, it's disguised in highly agile operations in space-constrained areas without impeding the flow traffic;
- Single-sided Inspection: Scans from the one side, with the backscatter technology eliminating the need for a detector on the opposite side of the target, effective for quick setup and scan times.

There is a clear operational need for this technology that can be deployed flexibly, increase detection rates, and support enforcement objectives without placing additional pressure on existing personnel or infrastructure.

1.5 Key deliverables

The procurement will include the following core deliverables:

- Provision of a mobile cargo and vehicle diagnostic X-ray backscatter screening system, as a full service to the Purchaser, described in 1.7 below;
- Self-contained power supply through onboard generation and/or shore power connection;
- Backscatter digital x-ray imaging with material discrimination capability;
- Integrated radiation shielding in compliance with applicable safety standards;
- Ability to operate in both stationary and mobile scanning modes.

1.6 Operational model

1.6.1 Service Provider Responsibilities

The vehicle and cargo screening system Service Provider ("Supplier") will ensure seamless integration and sustainability of the system by providing:

- Comprehensively trained operators for all enforcement units and inter-governmental institutions;
- Full technical support and maintenance for the duration of the initial 3 years to guarantee optimal operational uptime, with the option to extend for a maximum of 3 years;
- Near real-time data integration with Mobility and Government Motor Transport (GMT) information management systems to support digital evidence management, reporting and intelligence analysis;
- Ensuring compliance with radiation safety and certification requirements.

1.7 Bidders' Proposal

- 1.7.1 Bidders are to provide a comprehensive proposal detailing all the requirements as set out in the Scope of Goods and Services, including inter alia cost breakdown, forecasted lead times and delivery periods, product specifications and data sheets, and any and all additional information available and applicable to their proposal.
- 1.7.2 Bidders have the following delivery/supply option in terms of submitting a proposal and offer for this procurement:
- o Provide a **full ongoing diagnostic scanning term service** to the Purchaser as an outside agency, inclusive of inter alia equipment, personnel, logistics, organisational management, consumables, plus all applicable maintenance and support services at a fully inclusive monthly charge, without any capital/lease investment by the Purchaser over an initial period of 3 years, with the option to extend the service for a maximum of 3 years thereafter.

Bidders must ensure that their proposal is complete in itself, and priced in accordance with the Pricing Schedule requirements.

1.8 Contract implementation and operation after award

1.8.1 Contract Type

As already stated in the Contract Data and elsewhere, this is a **term service contract** with an initial Service Period of 3 years, with the built-in option to extend for a maximum of 3 years after conclusion of the first 3 years. The term service nature of the contract provides the mechanism for "calling off" the Goods and Services as and when required by the Purchaser, by issuing a Purchase Order for same, at any time up until conclusion (expiry) of the Service Period (including any extensions thereof enabled by the contract).

1.8.2 Purchase Orders

- 1.8.2.1 Purchase Orders are described in detail in SCC2.2.2, and bidders are advised to acquaint themselves with this information in order to understand the process of, and procedures around, implementing Purchase Orders. In short, there is no financial commitment, obligation or burden on the part of the Purchaser for any of the Goods and Services as specified and costed in the accepted proposal/s from the winning bidder after award, in terms of this term service contract. The Purchaser only becomes financially liable to the Service Provider once a Purchase Order has been implemented.
- 1.8.2.2 The first Purchase Order to be issued for implementation of the service will be for a performance period of 3 years post award of this contract. The performance period will include an initial implementation period of between 3 and 6 months after Purchase Order issue, as agreed between the Parties, to enable the service provider to get the service up and running and fully operational.
- 1.8.2.3 A subsequent Purchase Order may be issued for an additional 2 year performance period after completion of the first Purchase Order, at the sole discretion of the Purchaser.
- 1.8.2.4 The contract makes provision for the possibility of issuing more Purchase Orders for additional scanning vehicles to be deployed during the contract term, but the decision to utilise that option will be at the sole discretion of the Purchaser.

1.8.3 Instructions to provide a scanning service

- 1.8.3.1 After the successful implementation of the Purchase Order and operational readiness of the service provider, the Purchaser may issue written instruction (email is sufficient) to provide a scanning service at any location in the Western Cape Province.
- 1.8.3.2 The written instruction will include details of the service and location, and will include a request for a provisional quotation from the service provider, based on the rates in the Price Schedule of this contract.
- 1.8.3.3 The service provider will combine the services rendered during any calendar month into a single, detailed invoice and submit same monthly in accordance with the terms and conditions for payment as per SCC2.5.

WESTERN CAPE GOVERNMENT**MOBILITY DEPARTMENT****APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT
OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY
DEPARTMENT FOR A PERIOD OF 3 YEARS****Scope of Goods and Services****2. List of drawings, schematics & annexures**

The Goods and Services are to be provided in accordance with the following design drawings, schematic representations and annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their bid, which is the assumption when tenders are evaluated.

Identification	Size	Description	Included in Appendix
Annexure 1	A4	Diagnostic Scanner Data Integration Specification	Yes
Annexure 2	A4	Additional SCC Clause 2.7.2A	Yes

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

Scope of Goods and Services

3. Specifications, standards and workmanship

The Goods and Services are to be provided subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the Purchaser's risk assessment for awarding this contract.

Standard Specifications

Where reference is made to the standard specifications in this contract, it means the latest edition of the documents which apply to the specific discipline involved in the supply, as referenced under any of the headings below. The standard specifications may, due to their generality and completeness, also cover items not applicable to this particular contract.

Project specifications

Project specifications include amendments to the standard specifications as well as supplemental specifications applicable to work items not covered by the standard specifications. Project specifications, where applicable, may be found throughout the Scope of Goods and Services of this document, including drawings. The Price Schedule may also contain references to standard specifications as well as project specifications, for clarification in terms of pricing for certain items, where applicable.

In the event of any discrepancy between the project specifications and a part of the standard specifications found in the Scope of Goods and Services of this document, the project specifications take precedence.

Accreditation, qualifications and work experience

The bidder must supply the relevant information in regard to accreditations, qualifications and work experience for both the enterprise and key people who will be working on this contract in its offer proposal.

3.1 Non-exhaustive specifications

All specifications contained in this document represent the minimum functional and performance requirements which may not necessarily conform to the latest available technologies. Equivalent or superior technologies that meet operational requirements will be considered.

3.2 Operating features

- X-ray Source: 225 keV –
 - Systems utilizing 225 keV (kiloelectron-volt) sources are highly versatile and engineered to accommodate varying densities and materials.
- Penetration: 7 mm (0.28 in) of steel at 1.5 m.
- Scan Speeds: Operator-selectable speeds of 10 kph.
- Scan Field of View: Scans objects up to 3.6 m in height at 1.5 m distance from the side of the side of the vehicle; or 4.3 m in height at 2.3 m distance to scan a hi-cube container.
- Deployment Time: The system is fully self-contained and ready for operation within minutes of arriving on-site.
- Throughput: Capable of high-throughput screening in space-constrained or high-traffic areas.

3.3 Suggested Vehicle specifications

- Manufacturer and model: Mercedes-Benz Sprinter, Volkswagen Crafter, or similar vehicle provided by the service Provider;
- Engine power and drivetrain: Diesel-powered, 4x2;
- X-ray equipment power generator: Diesel powered;
- Right-hand drive for South African roads;
- Supplied vehicle/s to be provided with a full maintenance plan from the Original Equipment Manufacturer (OEM), for the maximum period available from the OEM in order to ensure serviceability and availability.
- After expiry of OEM maintenance plans, the vehicle/s must be serviced and maintained through appropriate maintenance service agreements. The Service Provider shall liaise and co-operate the Purchaser to ensure a seamless maintenance process, minimising disruptions to the mobile scanning service.

Dimensions of the vehicle: (approximate)

- Length: 6.5 m
- Width: 2.4 m
- Height: 2.8 m
- Weight: 4,452 kg

3.4 Environment

- Operating Temperature: 0° C to 42° C;
- Storage Temperature: -29° C to 60° C.

3.5 Health and safety

3.5.1 Radiation and Regulatory Compliance

The successful bidder shall ensure compliance with all applicable South African legislation, standards and licensing requirements relating to radiation-producing equipment, including approvals from the relevant regulatory authorities.

All required certifications, operator safety training and commissioning documentation must be provided prior to operational deployment.

3.5.2 Radiation Dose: The dose to the driver (in stationary scan mode) and to the cargo is less than 0.1 µSv (0.01 mR) per scan, at an average speed of 5 kph at 1.5 m distance.

- The above specification describes the exceptionally low radiation exposure delivered by mobile X-ray screening systems.

3.5.3 Radiation Dose to Crew: 0.5 µSv in any one hour

- A radiation dose rate of 0.5 µSv (micro sieverts) in any one hour is very low, safe, and entirely normal for individuals exposed to cosmic radiation or baseline industrial environments.

3.6 Technological Systems Integration

The proposed solution must be capable of seamless integration with existing and future departmental technology platforms to ensure that information collected during enforcement operations can be effectively managed, stored, analysed, and utilised for operational and evidentiary purposes. The system should support interoperability with departmental information management systems, image and video storage repositories, evidence management platforms, reporting tools, and future law enforcement intelligence and analytics systems.

Integration capabilities are essential to ensure that data generated through enforcement activities is not isolated within a standalone platform but can contribute to broader operational planning, intelligence-led enforcement, performance reporting, case management, and inter-agency collaboration. The solution should support secure data exchange, automated workflows where

appropriate, and the ability to accommodate future technological enhancements without requiring significant system redesign.

The Department's ITHub will provide technical oversight and specialist input during the specification, evaluation, implementation, and integration phases of the project. This will include guidance on application programming interfaces (APIs), system interoperability requirements, data architecture, data handling protocols, information security controls, user access management, audit trails, and data storage requirements.

Particular emphasis will be placed on ensuring compliance with applicable government ICT standards, cybersecurity requirements, internal control frameworks, and data governance principles. All information generated, collected, processed, and stored through the system must remain the property of the Western Cape Government Mobility Department, with appropriate contractual provisions and technical safeguards in place to prevent unauthorised access, transfer, or ownership of departmental data.

The system architecture should further support scalability, allowing for future integration with emerging technologies, intelligence platforms, enforcement systems, and other government information systems as operational requirements evolve.

A more comprehensive account of the data integration process and requirements for this contract can be found in **Annexure 1: Diagnostic Scanner Data Integration Specification** in the Appendix to this document.

3.7 Data Ownership and Control

The Department regards all operational, evidential, intelligence and system-generated information associated with the Mobile Cargo and Vehicle Screening System as a strategic government asset. Accordingly, the following requirements are mandatory and non-negotiable:

- All data generated, collected, processed, stored or transmitted through the system (Scanned images, Image analysis outputs, Metadata, Audit logs remain the sole property of the Western Cape Mobility Department.
- No vendor ownership, hosting or external processing is permitted without explicit approval from the Department.
- Full compliance with POPIA and evidentiary requirements is mandatory.
- All systems must integrate with Departmental or government-controlled platforms.

Data ownership and control is more fully described in **Annexure 1: Diagnostic Scanner Data Integration Specification** in the Appendix to this document.

3.8 Technical Specifications – Minimum Mandatory Requirements

To ensure that the proposed solution meets the Department's operational, safety, security and governance requirements, bidders shall provide and comply with their proposed minimum mandatory requirements. These requirements represent the minimum acceptable standards and shall be evaluated on a pass/fail basis.

- Minimum hardware Performance standards (penetration, throughput, operating capability);
- Imaging quality and detection capability (measurable);
- ICT security, audit logging and user access controls;
- Calibration requirements (frequency, certification, responsible party).

Failure to sufficiently specify the critical mandatory requirements, or failure to provide satisfactory evidence of compliance with same, may result in disqualification from this bid.

As a guideline, the following specification items should be addressed in the technical proposals submitted by bidders:

3.8.1 General overview

3.8.2 Description and details of the overall system architecture.

This should include a description and details of:

- Business design;

- System architecture;
- Network architecture including data centre and control centre, bandwidth requirements, etc.

3.8.3 System Functions Description

This should include a description and details of inter alia:

- Centralised Supervision Subsystem and Supervision Centre;
- Component management;
- Template management;
- Business Audit;
- Scanner status monitoring;
- Statistical analysis subsystem;
- Task reporting;
- System configuration subsystem;
- System parameter management;
- Data dictionary management;
- Device management;
- Archiving management including archiving policy management;
- De-archiving management;
- Access- and operation logs;
- Unified Permission Management Subsystem;
- User management;
- Role management;
- Organisational management;

3.9 Evolving Technology and Upgrade Requirements

Given the nature of the system, the following must be incorporated in bidders' proposal:

- Mandatory inclusion of all software upgrades and detection capability enhancements over the contract period and the optional extension thereof;
- Open/interoperable architecture to avoid vendor lock-in;
- Full data portability in non-proprietary formats;
- Ongoing compliance with evolving regulatory and radiation standards.

3.10 Procurement Model Analysis

The following must also be addressed in bidders' proposals:

- Description of the supply/delivery model, with lifecycle cost comparisons and implications over the contract term and the optional extension period;
- Technology obsolescence risk;
- Proposed allocation of risk between the Department and Service Provider.

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MOBILITY DEPARTMENT

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Scope of Goods and Services

4. Constraints on how the Supplier provides the Goods and Services

There are no constraints identified at the time of going to tender, applicable to the provision of the Goods and Services.

5. Requirements for the programme

If a programme for supply/delivery is required by the Purchaser for any envisioned Purchase Order, the following shall apply:

- 5.1 The Supplier submits a first programme to the Purchaser for acceptance within **two weeks** of instruction to do so.
- 5.2 The Supplier shows on each programme which it submits for acceptance
 - the starting date, and the Order Completion Date,
 - planned delivery,
 - the order and timing of the operations which the Supplier plans to do in order to provide the Goods and Services,
 - the order and timing of the work of the Purchaser and others as last agreed with them by the Supplier or, if not so agreed, as stated in this Scope of Goods and Services,
 - provisions for
 - float,
 - time risk allowances,
 - health and safety requirements and
 - the procedures as set out in this contract,
 - the dates when, in order to provide the Goods and Services in accordance with this programme, the Supplier will need
 - acceptances,
 - other things to be provided by the Purchaser and,
 - information from others,
 - for each operation, a statement of how the Supplier plans to do the work or execute the supply identifying the principal resources which it plans to use and
 - other information which this Scope of Goods and Services requires the Supplier to show on a programme submitted for acceptance.
- 5.3 Within **two weeks** of the Supplier submitting a programme to it for acceptance, the Purchaser either accepts the programme or notifies the Supplier of the reasons for not accepting it. A reason for not accepting a programme is that
 - the Supplier's plans which it shows are not practicable,
 - it does not show the information which this contract requires,
 - it does not represent the Supplier's plans realistically or
 - It does not comply with the Scope of Goods and Services.
- 5.4 When revising the programme, the Supplier shows on each revised programme
 - the actual progress achieved on each operation and its effect upon the timing of the remaining work or supply,
 - the effects of implemented change events,
 - how the Supplier plans to deal with any delays and to correct notified defects and
 - any other changes which the Supplier proposes to make to the currently accepted programme.
- 5.5 The Supplier submits a revised programme to the Purchaser for acceptance
 - within the Period for Reply after the Purchaser has instructed him to,
 - when the Supplier chooses to and, in any event,

- at no longer than an interval of every **week** from the Purchase Order issue date until the Order Completion Date.
- 5.6 Acceptance of any programme where anticipated Order Completion is shown to be later than the Order Completion Date, does not alter the Order Completion Date nor negate the Supplier's liability for penalties.
- 5.7 All change event claims for events arising after the Order Completion Date which would not have had any effect if the contract had been completed by the Completion Date, remain the Supplier's risk.

6. Services and other things provided by the Purchaser

No services or other things are provided by the Purchaser at this time. If the Purchaser decides to provide any services or other things at the time of issuing a Purchase Order, the details shall be stated in the Purchase Order.

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Scope of Goods and Services

SCHEDULE D1: Amendments by Supplier

The tenderer should record any amendments (i.e deviations, qualifications, alterations or modifications) it may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such amendments in a covering letter and append such letter to this Schedule.

The tenderer's attention is drawn to the Terms and Conditions for Bidding regarding the Purchaser's handling of material deviations and qualifications. If no amendments are allowed for this tender, the conditions will state so and same would also be indicated in the table below. If amendments are allowed but none desired by the tenderer, this Schedule is to be marked NIL in the table below.

IMPORTANT: No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE / ITEM	CLAUSE / DESCRIPTION

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL)

WESTERN CAPE GOVERNMENT

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Scope of Goods and Services

SCHEDULE D2: Supplier's schedule of subcontractors and suppliers

The tenderer hereby notifies the Purchaser of the intention to use the following subcontractors or suppliers for work or supply in this contract. Acceptance of this tender does not constitute approval of all or any of the listed subcontractors by the Purchaser. Should any of the subcontractors not be approved subsequent to acceptance of this tender, this in no way invalidates this tender, and the tendered unit rates for the various items of work or supply remain final and binding, even in the event of a subcontractor not listed below being approved by the Purchaser.

WORK TYPE OR CATEGORY	SUBCONTRACTOR OR SUPPLIER (Name, address, contact person, phone, fax, organisation details, experience)	WORK ITEMS (As per Price Schedule)	ESTIMATED COST
TOTAL SUBCONTRACTED AMOUNT (<i>Excluding VAT</i>)			R

(Append separate page if not enough space, or enter NIL if nil)

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL)

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE, REPAIR AND REPLACEMENT OF CUSTOMISED MOBILE VEHICLE DIAGNOSTIC SCANNER SYSTEMS FOR THE WESTERN CAPE MOBILITY DEPARTMENT FOR A PERIOD OF 3 YEARS

Purchase Order

Pro Forma Purchase Order form for use when the Purchaser requires the Supplier to provide the Goods and Services within a stated period of time

Purchase Order No.....

To.....(Supplier)

I propose to instruct you to provide the following Goods and/or Services

Description and quantity of Goods and/or Services.....

Start date

Order Completion Date

Penalties per day R..... ☐ CSD Registration verified (Please tick

Please submit your price and programme proposals below.

Signed on behalf of PurchaserDate

Total of Prices (inclusive of VAT) for Goods and/or Services on the Price Schedule (details attached) R.....

Total of Prices (inclusive of VAT) for items not on the Price Schedule (details attached) R.....

Total of the Prices (inclusive of VAT) R.....

The programme for the Purchase Order is..... (attached)

Signed on behalf of Supplier:

Signature Name Date

I accept the above price and programme and instruct you to provide the Goods and/or Services for this Order.

Signed by delegated authority on behalf of Purchaser:

Signature Name Date

Purchase Order number assigned as above and issued to Supplier by SCM on behalf of Purchaser:

Signature Name Date

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Appendix: Drawings, schematics & annexures

The Appendix to this contract is a separate document, independent of the main contract document (this document) and does not follow, or integrate with, the page numbering sequence of the main contract document. The Appendix may contain drawings, schematics and annexures ("items") which are referenced in this document, and which are indicated as included in the Appendix.

PLEASE NOTE:

ALL items which are referenced in the main contract document form part of the complete contract documentation for this contract, irrespective of whether they are physically included in the Appendix or not. It is the responsibility of the tenderer to ensure it acquires and considers all the items referenced in this document in the preparation of the tender, which is the assumption when tenders are evaluated.

The Appendix consists of a total of **19** pages of various sizes and orientation, as a separate document appended to this main document.



Western Cape
Government

Contract MT06/2026:

TRAFFIC LAW ENFORCEMENT: PROCUREMENT OF CUSTOMISED MOBILE
DIAGNOSTIC SCANNER SYSTEM SERVICE

APPENDIX

This Appendix consists of a total of **19 pages**, including this header page.



**Western Cape
Government**

Western Cape Mobility Department

Annexure 1:

Diagnostic Scanner

Data Integration Specification

Date: July 2026

Part A Compliance Requirements

1.1. Data Ownership and Usage

All data, evidence, metadata, telemetry, audit records and derived information generated through the proposed solution shall remain the sole and exclusive property of the Western Cape Mobility Department (WCMD). No right, title or interest in any such data shall vest in the Service Provider at any time.

Requirements	Mandatory Requirements
Data Ownership	WCMD shall retain sole and exclusive ownership of all data and evidential records generated through or derived from the proposed solution. • Mandatory
Third-Party Sharing	No sharing, transfer, publication, distribution or disclosure of Departmental data to any third party shall occur without the prior written approval of the Department. • Mandatory
Data Usage	Departmental data may not be utilised for commercial purposes, analytics, research, benchmarking, product development or artificial intelligence model training without the Department's express written authorisation. • Mandatory
Data Access	WCMD shall retain unrestricted access to all operational, historical and evidential data throughout the duration of the contract and following contract termination or expiry. • Mandatory
Vendor lock-in Prevention	The proposed solution shall not create dependency on vendor-controlled platforms as the primary means of accessing Departmental data. Open standards and documented interfaces are required. • Mandatory

1.2. Data Sovereignty and Retention

The Department requires full transparency regarding the geographic location of all data processing, storage and transmission activities. Bidders shall disclose all locations primary, backup and disaster recovery where Departmental data may reside.

Requirements	Mandatory Requirements
Storage Locations	Bidder shall disclose all storage, processing, backup and disaster recovery locations where Departmental data may be held at any point. • Mandatory
Cross-Border Transfers	No transfer of Departmental data outside Department-approved locations shall occur without prior written approval from the Department. • Mandatory
Temporary Storage	Bidder shall fully disclose any storage of Departmental data on camera devices, mobile processing units or vendor-hosted infrastructure. • Mandatory
Data Deletion	Data retained on vendor-controlled systems shall be securely and verifiably deleted following successful transmission and upon expiry of approved retention periods. • Mandatory
Audit Rights	WCMD reserves the right to audit compliance with all retention and deletion requirements at any stage during the contract period. • Mandatory

PART B Security Requirements

2. Information Security Controls

The proposed solution shall implement appropriate technical and organisational security controls to protect Departmental information against unauthorised access, disclosure, alteration, destruction or loss. Compliance with all controls listed below is mandatory.

Requirements	Mandatory Requirements
Data in Transit	Encryption of all data in transit using Transport Layer Security (TLS) 1.2 or higher. All network communications shall be encrypted without exception. • Mandatory
Data at Rest	Encryption of all stored data using an industry-accepted algorithm. Bidders shall specify the cipher, key length and storage locations. • Mandatory
Access Control	Role-Based Access Control (RBAC) implemented across all system components. Least privilege principles shall apply to all user and service accounts. • Mandatory
Authentication	Secure user and device authentication controls, including multi-factor authentication for administrative access and privileged operations. • Mandatory
Device Security	Device identity management, certificate management, secure firmware update procedures and physical and logical tamper protection for all field devices. • Mandatory
Audit Logging	Comprehensive and tamper-evident audit logging of all operational, administrative and evidential activities within the solution. • Mandatory
Vulnerability Management	Documented procedures for security patch management, vulnerability identification, incident response and timely remediation of identified weaknesses. • Mandatory
Key Management	Secure generation, storage, rotation and revocation of all credentials, certificates and cryptographic keys. Keys shall not be stored in plain text. • Mandatory

PART C Audit and Evidence Integrity

3. Audit and Evidence Integrity Requirements

Given the legal and evidential significance of data captured by the proposed solution, the integrity, authenticity and chain of custody of all evidential records must be demonstrably assured. Audit logging shall be enabled at all times and cannot be disabled or bypassed.

Requirements	Mandatory Requirements
Audit Logging	Comprehensive logging of all event creation, evidence creation, access, transmission, export, deletion, administrative actions and configuration changes. • Mandatory
Evidence Integrity	Cryptographic hashing of all evidence files at the point of capture, with integrity validation mechanisms to detect unauthorised alteration. • Mandatory
Tamper Detection	Technical mechanisms to identify and alert on any unauthorised modification of evidential records, whether in storage or in transit. • Mandatory
Chain of Custody	Complete and auditable chain of custody covering capture, transmission, storage, access, export, retention and deletion of all evidential records. • Mandatory

Audit Protection	Audit records shall be protected against unauthorised modification, deletion or access by means of technical controls providing tamper-evidence and non-repudiation. • Mandatory
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PART D Data Integration Specifications

4.1. Department – Controlled Ingestion Model

The Department requires a push-based integration model for all data generated by the proposed solution. The solution shall actively transmit all events, evidence and metadata to Department-designated platforms. The Department shall not be required to continuously poll or retrieve operational data from vendor-controlled systems. Department-controlled platforms shall be regarded as the authoritative system of record.

4.2. Event Data Delivery

The solution shall support secure, near real-time transmission of event data to Department-managed platforms, including:

- Azure Event Hubs,
- Azure Service Bus,
- REST API endpoints
- and other Department-approved event driven messaging platforms.

Each event record solution shall contain sufficient information to uniquely identify the event, originating device, location, timestamp, vehicle details, offence information and associated evidential records.

The Bidder shall provide details of event delivery latency, retry mechanisms, duplicate message prevention and failure handling procedures.

4.3. Evidence Storage Integration

All evidential records shall be transmitted directly to Department-controlled storage platforms. The Service Provider shall not retain evidential records exclusively on vendor-controlled infrastructure. Evidence files include, but are not limited to, the following categories:

- Photographic images and video recordings
- Calibration and device certification documents
- Verification and maintenance reports
- Audit records and supporting documentation

The solution shall support transmission to one or more of the following Department-managed platforms:

Requirements	Mandatory Requirements
Azure Blob Storage	Evidential image, video and document storage.
Azure Data Lake Storage Gen2	Long-term storage, analytics and archival
Other Department-approved Platforms	Future storage requirements as designated by the Department

The Department shall provide storage account details, authentication mechanisms, naming conventions and folder structures during the implementation and calibration phase.

4.4. Evidence Metadata Requirements

All evidential records transmitted to Department-controlled storage shall be accompanied by metadata sufficient to uniquely identify the originating event, evidential record, capture device, timestamps, integrity validation information and storage references. The solution shall support one-to-many relationships between events and associated evidential records.

4.5. Evidence Naming and Storage Structure

The solution shall support Department-defined naming conventions and folder structures. Standardized naming enables evidence files to be associated with originating events without reliance on database lookups and is required for audit and legal purposes.

Minimum filename format:

EventNumber-EvidenceType-Sequence.Extension

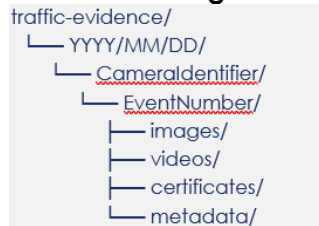
Illustrative examples:

EVT-20260611-CAM001-000123-IMG-0011.jpg

EVT-20260611-CAM001-000123-IMG-002.jpg

EVT-20260611-CAM001-000123-VID-001.mp4

Illustrative storage structure:



The Department reserves the right to amend naming conventions and storage structures during the life of the contract.

4.6. Store-and-Forward Capability

The mobile and field-based nature of the proposed solution requires robust capabilities for operation under intermittent or degraded network connectivity. The solution shall implement store-and-forward mechanisms that guarantee no data is lost during connectivity interruptions.

Requirements	Mandatory Requirements
Connectivity Failure	The solution shall securely buffer events and evidential records on the device during periods of connectivity loss, without data degradation or loss. ● Mandatory
Recovery	The solution shall automatically resume transmission to Departmental endpoints once network connectivity is restored, without operator intervention. ● Mandatory
Data Loss Prevention	No event or evidential record shall be lost as a result of a temporary or extended network connectivity failure. ● Mandatory
Duplicate Prevention	The solution shall prevent duplicate transmission of records during retransmission and recovery sequences, ensuring data integrity at the destination. ● Mandatory

4.7. Interface and Documentation Requirements

The Service Provider shall provide complete and current technical documentation for all integration interfaces. Documentation shall be maintained and updated throughout the contract period and shall be provided in English.

Documentation shall include, at a minimum:

- Data schemas and event payload specifications
- API specifications including endpoint definitions, authentication and error codes
- Message formats and serialisation specifications
- Error handling and exception management procedures
- Version management and change notification procedures
- Annotated sample payloads for all event types and evidence categories

The Service Provider shall provide appropriately skilled technical resources to support integration testing with Department-designated endpoints and shall assist during system acceptance testing and go-live activities.

The Department shall be responsible for the design, implementation and operation of downstream operational, evidential, analytical and reporting platforms.

4.8. Solution Architecture Submission

Bidders shall submit, as part of their proposal, a detailed solution architecture diagram illustrating the end-to-end flow of data from capture through to Department-controlled storage and analytics platforms. The architecture shall clearly demonstrate compliance with the push-based integration model specified in clause 4.1.

The architecture submission shall address and depict, at a minimum:

- Diagnostic Scanner units and on-board processing components
- Communication networks and connectivity mechanisms
- Event and evidence transmission mechanisms
- Security controls at each layer of the solution
- Department controlled storage destinations
- Integration interfaces and connection points to Departmental systems
- Disaster recovery and business continuity components

4.9. Integration Readiness and Commissioning Timeframes

The proposed solution shall be integrated into the Department's designated infrastructure including Azure Event Hubs, Azure Blob Storage, Azure Data Lake Storage Gen2 and any other Department-approved endpoints within defined timeframes from the date of the Unit being commissioned. Integration shall be treated as a critical contractual milestone and shall not be deferred pending the completion of calibration, device testing or field deployment activities. The Service Provider shall demonstrate active progress against each milestone and shall notify the Department immediately upon identifying any risk of non-compliance.

Milestones	Description	Maximum Timeframe	Acceptance Criteria
M1	Integration Design Sign-Off	First 30 Calendar days	Integration design document agreed and signed off by both parties. Department endpoints, credentials and storage account details provisioned. API schemas and authentication mechanisms confirmed in writing.
M2	Successful Test Transmission	Next 30 calendar days	Verified end-to-end test transmission of all event types, evidence file categories and metadata to Department-designated endpoints. All records received, integrity-validated and confirmed against agreed schemas. Store-and-forward behavior tested and confirmed.
M3	Full Integration Certification	Next 30 calendar days	Full end-to-end integration certified and formally signed off by the Department. All calibration, device certification and verification records successfully transmitted and stored within Department-controlled repositories. Solution confirmed operational-ready for live deployment.

Note: All timeframes are measured in calendar days from the date of contract award. The milestones above represent maximum permissible periods and do not preclude earlier completion. Milestones M1 through M3 are sequential; M2 will not commence until M1 has been formally signed off by both parties, and M3 will not commence until M2 has been verified by the Department. Total Integration will not exceed the full 90-day period unless authorized by and agreed by the Department.

Obligations and Consequences of Non-Compliance

- The Service Provider shall provide the Department with a written integration project plan within ten (10) calendar days of contract award, detailing the activities, resources and timelines proposed to achieve each milestone. The Department reserves the right to request progress reports at any stage.
- Failure to achieve any milestone within the maximum timeframe specified above shall constitute a contractual default which, if not remedied by the contract-specified remedy period, will become a breach of contract. Upon identification of a risk of non-compliance, the Service Provider shall immediately notify the Department in writing and shall submit a remediation plan within five (5) calendar days. The Department reserves the right to impose contractual penalties, withhold payment or, in the event of persistent non-compliance, terminate the contract in accordance with the terms and conditions of the agreement.
- No mobile scanning unit shall be deployed in an operational or live enforcement capacity until Milestone M3 has been formally certified and signed off by the Department. Calibration and device testing activities conducted prior to M3 sign-off shall not generate evidence admissible for enforcement or prosecution purposes.

PART E Bidder Compliance Declaration

In summary, bidders are required to be compliant with all the specified requirements listed below. Any requirement to which the bidder cannot confirm full compliance shall be accompanied by a written explanation and a proposed timeline for achieving compliance.

Ref	Requirement Summary
1.1	Data ownership vested exclusively in WCMD
1.1	Prohibition on third-party sharing of Departmental data
1.1	Restriction on commercial usage and AI model training
1.2	Full disclosure of all data storage and processing locations
1.2	Prohibition on cross-border data transfers without approval
1.2	Secure deletion from vendor-controlled systems with audit evidence
2	Encryption of data in transit (TLS 1.2+) and data at rest
2	Role-based access control and least privilege enforcement
2	Device security and tamper protection
2	Vulnerability and patch management procedures
3	Comprehensive tamper-evident audit logging
3	Cryptographic evidence integrity and tamper detection
3	Complete chain of custody for all evidential records
4.1	Push-based integration — Department platform as system of record
4.2	Near real-time event data delivery with retry and failure handling
4.3	Direct evidence delivery to Department-controlled storage
4.4	Evidence metadata accompanying all transmitted files
4.5	Support for Department-defined naming conventions and folder structure
4.6	Store-and-forward capability with duplicate prevention
4.7	Complete interface and API documentation provided
4.8	Solution architecture diagram submitted with proposal

ANNEXURE 2 - ADDITIONAL SCC CLAUSE 2.7.2A:

Protection of Personal Information, Data Governance and Information Security

SCC2.7.2A 1 Compliance with POPIA

The Supplier shall comply fully with the Protection of Personal Information Act, 2013 (Act 4 of 2013) ("POPIA"), all regulations issued thereunder, applicable cybersecurity legislation, government ICT governance standards and all information management requirements contained in this Contract and Annexure 1: Diagnostic Scanner Data Integration Specification if the Supplier will process any personal information for the Responsible Party.

SCC2.7.2A 2 Status of the Parties

For purposes of POPIA:

- (a) the Western Cape Mobility Department shall be regarded as the Responsible Party;
- (b) the Supplier shall act as an Operator when processing Personal Information on behalf of the Department;
- (c) the Supplier shall process Personal Information solely for the purposes of providing the Goods and Services contemplated in this Contract and in accordance with the documented instructions of the Department. The Supplier shall assist the Department in complying with its obligations as Responsible Party under POPIA, including obligations relating to data subject rights, information quality, security safeguards, breach management and regulatory enquiries.
- (d) The Supplier shall designate a suitably qualified senior representative responsible for overseeing compliance with this clause, including compliance with POPIA, information governance, data protection and information security obligations. The Supplier shall provide the Department with the details of such representative and shall notify the Department promptly of any change in designation.

SCC2.7.2A 3 Lawful Purpose and Processing Limitation

- (1) The Parties acknowledge that the Mobile Cargo and Vehicle Diagnostic Scanner System may collect and process Personal Information in the course of performing the Goods and Services under this Contract.
- (2) Personal Information may only be processed for lawful purposes falling within the statutory mandate of the Western Cape Mobility Department, including:
 - (a) traffic law enforcement;
 - (b) crime prevention and detection;
 - (c) public safety and security operations;
 - (d) investigation of unlawful activities;
 - (e) intelligence-led enforcement activities;
 - (f) evidentiary and prosecutorial purposes;
 - (g) regulatory compliance activities; and
 - (h) operational reporting and audit requirements.
- (3) The Supplier shall not process Personal Information for any purpose other than those expressly authorised by the Department and shall not independently determine either the purpose or means of such processing.

- (4) Secondary use of personal information for research, product development, analytics, artificial intelligence model training, marketing, profiling or any unrelated purpose is strictly prohibited unless expressly authorised in writing by the Department and permitted by applicable law.
- (5) The Supplier shall ensure that only Personal Information and other information reasonably required for the authorised purposes set out in this Contract is collected, processed, stored and retained. The Supplier shall implement appropriate technical and organisational measures to support the principle of data minimisation and shall not retain information for longer than necessary or authorised by the Department or applicable law.

SCC2.7.2A 4 Ownership of Data

- (1) All operational, evidential, intelligence, administrative and system-generated information produced, collected, captured, processed, transmitted or stored through the Mobile Cargo and Vehicle Diagnostic Scanner System, including but not limited to:
 - a) scanned images;
 - b) X-ray images;
 - c) vehicle information;
 - d) location information;
 - e) device telemetry;
 - f) audit logs;
 - g) operator activity logs;
 - h) metadata;
 - i) maintenance records;
 - j) calibration records;
 - k) evidential records;
 - l) analytical outputs; and
 - m) derived datasets,shall remain the sole and exclusive property of the Western Cape Mobility Department.
- (2) The Supplier shall acquire no ownership rights, usage rights or intellectual property rights in such information.

SCC2.7.2A 5 Restriction on Use of Information

The Supplier shall not, without the Department's prior written approval:

- (a) disclose Departmental information to any third party;
- (b) use Departmental information for product development, software training, artificial intelligence training, analytics, benchmarking, research or marketing purposes;
- (c) sell, transfer, licence or monetise Departmental information in any manner whatsoever.

SCC2.7.2A 6 Confidentiality

The Supplier shall keep all Personal Information and Departmental information strictly confidential and shall not disclose such information to any person except as authorised by the Department or required by law. The Supplier shall ensure that all personnel and approved subcontractors with access to such information are subject to legally enforceable confidentiality obligations.

SCC2.7.2A 7 Security Safeguards

The Supplier shall implement and maintain appropriate technical and organisational security measures including, at a minimum:

- (a) encryption of all data in transit using at least Transport Layer Security version 1.2;
- (b) encryption of all data at rest using industry-accepted cryptographic standards;
- (c) multi-factor authentication for privileged accounts;
- (d) role-based access controls based on least-privilege principles;
- (e) tamper-evident audit logging;
- (f) endpoint security and malware protection;
- (g) vulnerability monitoring and security patch management;
- (h) secure key management;
- (i) secure backup and disaster recovery procedures; and
- (j) physical security measures protecting all equipment, storage media and infrastructure used for the provision of the Goods and Services.

SCC2.7.2A 8 Privacy Impact Assessment

- (1) Prior to commissioning and operational deployment of the System, the Supplier shall cooperate fully with the Department in conducting a Privacy Impact Assessment ("PIA").
- (2) The Supplier shall provide all information reasonably required by the Department for purposes of the PIA, including:
 - (a) system architecture documentation;
 - (b) data flow diagrams;
 - (c) cross-border transfer arrangements
 - (d) AI processing
 - (e) integration specifications;
 - (f) hosting and infrastructure information;
 - (g) information security documentation;
 - (h) subcontractor and cloud-service-provider information; and

- (i) details of any processing, storage, access or support arrangements involving Departmental information.
- (3) The Supplier shall assist the Department in identifying and mitigating privacy, information-governance and cybersecurity risks arising from the implementation and operation of the System.
- (4) Where the PIA identifies material risks requiring remediation, the Supplier shall implement all reasonable corrective measures agreed to by the Department prior to operational deployment.
- (6) The Supplier shall further cooperate with any subsequent Privacy Impact Assessment, privacy review, compliance audit or information-governance review conducted during the Contract Period.
- (7) No live operational deployment of the System shall take place until the Department has confirmed that the Privacy Impact Assessment process has been satisfactorily completed.

SCC2.7.2A 9 Evidence Integrity and Chain of Custody

- (1) The Supplier shall ensure that all evidential records generated by the system are protected through:
 - (a) cryptographic hashing at the point of capture;
 - (b) chain-of-custody controls;
 - (c) tamper detection mechanisms;
 - (d) immutable audit trails; and
 - (e) integrity verification processes.
- (2) The Supplier shall ensure that evidential material remains admissible and capable of supporting law-enforcement and judicial processes.

SCC2.7.2A 10 Hosting, Storage and Data Sovereignty

- (1) The Supplier shall disclose all locations where Departmental information is stored, processed, hosted, backed up or replicated.
- (2) No Departmental information may be transferred, hosted, processed or made accessible outside the Republic of South Africa without:
 - (a) the prior written approval of the Department; and
 - (b) full compliance with section 72 of POPIA.
- (3) The Department reserves the right to prohibit any cross-border data transfer or hosting arrangement.

SCC2.7.2A 11 Integration with Departmental Information Systems

- (1) The Supplier shall ensure that all operational and evidential information is transmitted to Department-approved platforms in accordance with Annexure 1.
- (2) The Department-controlled repositories shall constitute the authoritative system of record.
- (3) The Supplier shall not require the Department to rely on vendor-controlled systems as the primary source of operational or evidential information.

SCC2.7.2A 12 Security Incidents, Personal Information Breaches and Incident Management

- (1) The Supplier shall maintain and implement appropriate incident detection, response, containment, investigation, recovery and reporting procedures designed to identify and address actual or suspected security incidents affecting Departmental information or Personal Information.

- (2) The Supplier shall immediately notify the Department of any actual or suspected compromise of Personal Information and shall provide all assistance reasonably required by the Department to comply with its obligations under POPIA.
- (3) The Supplier shall notify the Department immediately upon becoming aware of, and in any event not later than twenty-four (24) hours after becoming aware of:
 - (a) any actual, suspected or reasonably suspected compromise of Personal Information;
 - (b) any unauthorised access to, use of, disclosure of, alteration of, destruction of or loss of Departmental information;
 - (c) any cybersecurity incident affecting systems used in the provision of the Goods and Services;
 - (d) any malware infection, ransomware incident, denial-of-service attack or other malicious activity impacting Departmental information;
 - (e) any material breach of information security controls;
 - (f) any event that may reasonably affect the confidentiality, integrity, availability or authenticity of Departmental information.
- (4) The Supplier shall provide the Department with all information reasonably required to assess the incident, including where available:
 - (a) the nature of the incident;
 - (b) the categories and volume of information affected;
 - (c) the categories of affected individuals, where applicable;
 - (d) the likely consequences and risks arising from the incident;
 - (e) remedial measures already implemented;
 - (f) proposed corrective actions and recovery measures;
 - (g) details of any third parties or subcontractors involved.
- (5) The Supplier shall:
 - (a) immediately implement appropriate containment and mitigation measures;
 - (b) take all reasonable steps to prevent recurrence of the incident;
 - (c) preserve all relevant evidence, audit logs and forensic records;
 - (d) cooperate fully with investigations conducted by the Department, law-enforcement authorities, auditors, regulators or other authorised persons;
 - (e) provide regular incident status updates until full remediation has been completed.
- (6) The Supplier shall not notify any affected individual, regulator, third party, media organisation or other external party regarding an incident affecting Departmental information without the prior written approval of the Department, unless such notification is required by law.
- (7) Where an incident involves Personal Information, the Supplier shall provide all assistance reasonably required by the Department to enable compliance with POPIA, including the assessment of notification obligations, regulatory engagement, investigation activities, remediation measures and communications relating to affected data subjects.
- (8) The Supplier shall maintain a register of all information security incidents affecting Departmental information and shall make such register available to the Department upon request.
- (9) To the extent that an incident arises from the act, omission, negligence, misconduct or failure of the Supplier, its personnel, agents or subcontractors, the Supplier shall bear all costs associated with investigation, containment, remediation, recovery and corrective measures, without prejudice to any other rights or remedies available to the Department.

SCC2.7.2A 13 Information Classification and Records Management

- (1) The Supplier shall support and comply with the Department's information-classification, records-management and information-governance requirements applicable to all information processed through the System. The Supplier shall ensure that the System supports:
 - (a) information classification;
 - (b) access controls aligned to information classifications;
 - (c) records identification and management;
 - (d) audit trails relating to information access and management; and
 - (e) records-management functionality required by the Department.
- (2) The Supplier shall ensure that information is managed in accordance with applicable legislation, Departmental policies and authorised governance requirements.

SCC2.7.2A 14 Data Retention, Archiving and Secure Disposal

- (1) The Supplier shall process, retain, archive and dispose of Personal Information and Departmental information only in accordance with:
 - (a) documented instructions issued by the Department;
 - (b) applicable legislation, including POPIA and records-management legislation; and
 - (c) Departmental records-management policies and retention schedules.
- (2) The Supplier shall ensure that the System supports:
 - (a) configurable retention periods;
 - (b) archival functionality;
 - (c) legal hold functionality;
 - (d) secure deletion and destruction capabilities; and
 - (e) auditable records of retention, archival and disposal activities.
- (3) The Supplier shall not retain information for longer than authorised by the Department or required by law.
- (4) Where information is no longer required to be retained, the Supplier shall securely destroy or irreversibly de-identify such information in accordance with recognised industry standards and Departmental requirements.
- (5) The Supplier shall maintain complete audit records of destruction, disposal and de-identification activities and shall provide such records to the Department upon request.
- (6) The Supplier shall ensure that no information subject to investigation, litigation, audit, evidential preservation requirements or legal hold obligations is destroyed or disposed of without the written approval of the Department.

SCC2.7.2A 15 Information Quality and Data Accuracy

- (1) The Supplier shall implement and maintain appropriate technical and organisational measures to support the accuracy, completeness, consistency, reliability and integrity of all information processed through the System.
- (2) Without limiting the generality of the foregoing, the Supplier shall ensure that:
 - (a) information captured, transmitted, processed and stored through the System is protected against unauthorised alteration, corruption, loss or degradation;

- (b) the System incorporates appropriate validation, verification and error-detection mechanisms designed to minimise inaccurate, incomplete, duplicate or inconsistent records;
 - (c) audit trails are maintained for the creation, modification, transmission and deletion of information, including records of material changes made to information where applicable;
 - (d) mechanisms exist to identify and correct data quality issues and processing errors within a reasonable period after discovery;
 - (e) information exported, transferred or integrated with Departmental systems is transmitted in a manner that preserves data integrity and accuracy;
 - (f) where the Supplier becomes aware of any material inaccuracy, corruption, loss, unauthorised alteration or integrity failure affecting Departmental information, the Supplier shall promptly notify the Department and take all reasonable measures to investigate, correct and mitigate the issue; and
 - (g) the Supplier shall provide reasonable assistance to the Department in maintaining information quality and in correcting inaccurate or incomplete Personal Information where lawfully required.
- (3) The Supplier acknowledges that the Department may rely on information generated by the System for operational, enforcement, evidential, intelligence, reporting and legal purposes and shall therefore ensure that appropriate controls are maintained to support the accuracy, integrity, authenticity and reliability of such information.

SCC2.7.2A 16 Data Subject Rights Assistance

- (1) The Supplier acknowledges that the Department, as Responsible Party, may be required to respond to requests, enquiries, objections or complaints submitted by data subjects in terms of POPIA.
- (2) The Supplier shall, to the extent reasonably required by the Department and subject to applicable law:
 - (a) provide timely assistance to the Department in responding to requests relating to access to Personal Information;
 - (b) provide assistance in relation to requests for correction, updating, deletion or destruction of Personal Information;
 - (c) assist the Department in responding to objections to processing and requests relating to the restriction or limitation of processing activities;
 - (d) provide information reasonably required by the Department to investigate, assess or respond to complaints, enquiries or investigations by the Information Regulator;
 - (e) ensure that systems, records and audit trails are maintained in a manner that enables the Department to identify, locate, retrieve, review and manage Personal Information where lawfully required;
 - (f) promptly notify the Department of any request, complaint, enquiry or communication received directly from a data subject or the Information Regulator relating to Departmental information and shall not respond directly unless authorised by the Department or required by law;
 - (g) immediately notify the Department of any complaint, objection, enquiry or communication received from a data subject relating to Personal Information processed under this Contract and provide all reasonable assistance required by the Department in investigating and responding to such matter;
 - (h) implement technical and organisational measures that reasonably support the Department's compliance with POPIA, including the maintenance of appropriate records, audit logs and information retrieval capabilities.
- (3) The Supplier shall provide such assistance without undue delay and within any timeframes reasonably specified by the Department to enable compliance with applicable legal and regulatory requirements.

- (4) For the avoidance of doubt, the Supplier shall not communicate with a data subject regarding Departmental information except on the documented instructions of the Department or where otherwise required by law.

SCC2.7.2A 17 Subcontractors

- (1) No subcontractor, cloud service provider, software vendor, maintenance provider or other third party shall be granted access to Departmental information without the prior written approval of the Department.
- (2) The Supplier must conduct appropriate due diligence before appointing any approved subcontractor that will process Personal Information.
- (3) The Supplier shall ensure that all approved subcontractors are bound by obligations no less onerous than those contained in this clause.
- (4) The Supplier remains fully liable for the acts and omissions of its subcontractors.

SCC2.7.2A 18 Supplier Due Diligence and Compliance Verification

- (1) The Supplier shall, upon request by the Department, provide information reasonably required by the Department to assess the Supplier's ongoing compliance with POPIA, information security obligations and information-governance requirements.
- (2) Such information may include:
 - (a) certifications and accreditation information;
 - (b) information-security assessments;
 - (c) independent audit reports;
 - (d) security questionnaires;
 - (e) information relating to hosting arrangements, subcontractors and cross-border processing activities; and
 - (f) evidence of security, privacy and records-management controls.
- (3) The Supplier shall promptly notify the Department of any material change that may affect its privacy, information-security or POPIA compliance posture.

SCC2.7.2A 19 Notice of Non-Compliance

- (1) The Supplier shall promptly notify the Department upon becoming aware of:
 - (a) any actual non-compliance with this clause;
 - (b) any circumstance that may reasonably prevent the Supplier from complying fully with its obligations under this clause; or
 - (c) any anticipated failure, deficiency or material risk that could adversely affect compliance with POPIA, information security requirements, records-management obligations or Departmental instructions.
- (2) Such notice shall include full particulars of the non-compliance or anticipated non-compliance and the corrective measures proposed or implemented by the Supplier.
- (3) Notification in terms of this clause shall not relieve the Supplier of any obligation contained in this Contract.

SCC2.7.2A 20 Audit Rights

- (1) The Department, Provincial Treasury, the Auditor-General, or any person authorised by the Department may audit the Supplier's compliance with this clause.
- (2) The Supplier shall provide reasonable access to:
 - a) facilities;
 - b) systems;
 - c) records;
 - d) audit logs;
 - e) security policies;
 - f) certifications; and
 - g) relevant personnel.
- (3) The Supplier shall promptly address any non-compliance identified during an audit.

SCC 2.7.2A 21 Return, Portability, Migration and Destruction of Data on Termination

- (1) Upon expiry, cancellation or termination of the Contract, or upon written instruction from the Department, the Supplier shall:
 - (a) return all Departmental information in a complete, usable, structured and reasonably accessible format;
 - (b) transfer all information designated by the Department to Department-controlled repositories;
 - (c) securely destroy all remaining copies in its possession or control; and
 - (d) provide written certification confirming completion of the required destruction activities.
- (2) Data Portability and Open Architecture
 - (a) The Supplier shall ensure that all Departmental information can be exported, extracted and transferred at any time during the Contract Period and upon termination of the Contract without unreasonable restriction, delay, technical dependency or additional licensing requirements.
 - (b) All exports and transfers of Departmental information shall be provided in open, documented, interoperable and non-proprietary industry-standard formats reasonably specified by the Department, including machine-readable formats where applicable.
 - (c) The Supplier shall not implement or maintain any technical, contractual, operational or licensing mechanism that has the effect of creating vendor lock-in or restricting the Department's ability to access, use, transfer, migrate, archive, analyse or manage its information independently of the Supplier's systems.
 - (d) The Department shall have unrestricted rights to access, copy, export, extract, transfer and migrate its information at any time during the Contract Period.
- (3) Transition Assistance and Migration Support
 - (a) Upon request by the Department, the Supplier shall provide all reasonable transition assistance necessary to facilitate the orderly transfer of services, information, records, configurations, metadata, audit logs, evidential records and related operational information to the Department or a replacement service provider.
 - (b) Such assistance shall include, where applicable:
 - i) data extraction and export services;
 - ii) migration planning and execution support;

- iii) provision of data dictionaries, technical specifications, interface documentation and system architecture information;
 - iv) assistance with integration into Departmental or replacement systems;
 - v) transfer of configuration settings, audit records and associated metadata;
 - vi) reasonable technical support and knowledge transfer activities; and
 - vii) co-operation with any incoming service provider appointed by the Department.
- (c) The Supplier shall not withhold, delay, degrade or restrict migration activities due to any contractual dispute, termination event or commercial disagreement.
- (4) Costs of Transition

Where the Contract expires in the ordinary course, transition assistance and data migration support reasonably required by the Department shall be provided at no additional cost to the Department, except for substantial additional services specifically requested by the Department and agreed in writing.
- (5) Retention Following Termination

No retention of Departmental information shall be permitted following termination of the Contract except where:

 - (a) retention is required by law; or
 - (b) the Department has authorised such retention in writing.
- (6) Any retained information shall remain subject to all confidentiality, security, ownership, evidential integrity and POPIA obligations contained in this Contract.

SCC2.7.2A 22 Survival

The obligations relating to confidentiality, data ownership, information security, POPIA compliance, evidence integrity, audit rights and data destruction shall survive termination or expiry of this Contract.