



POCS01-2025-2026

REQUEST FOR PROPOSAL

**THE LEASING OF DIGITAL MOBILE RADIO (DMR)
HANDHELD DEVICE SOLUTION FOR THE
DEPARTMENT OF POLICE OVERSIGHT AND
COMMUNITY SAFETY FOR A PERIOD OF THIRTY- SIX
(36) MONTHS.**

CLOSING DATE: 12 MAY 2025 @ 11H00

VALIDITY: 120 Days

Request for Proposal - Digital Mobile Radio (DMR) Handheld Device Solution

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Request for Proposal - Digital Mobile Radio Handheld Device Solution

Introduction

The Department of Police Oversight and Community Safety (POCS) is keen on acquiring an advanced Smart Digital Mobile Radio Handheld Device to enhance communication capabilities for the Provincial Security Operations (PSO). Our market analysis indicates a range of products available for innovative communication solutions. As a result, we invite potential industry service providers to partake in our Request for Proposal (RFP) process. We invite proposers holding a valid Radio Dealer License, issued by ICASA, for the supply and installation of new smart Digital Mobile Radios.

Proposers are required to submit a brochure detailing technical specifications along with their RFPs for adjudication. Proposers who meet the functionality criteria will be invited to perform a product demonstration with five sample devices shortly after the technical scoring process concludes. Compliance with specified conditions is mandatory for service providers to progress to further evaluation.

Background

The Department has a forward-looking vision to establish an all-encompassing safety and security network spanning the province. This strategic endeavour involves harnessing innovative technology and knowledge-sharing to fortify the security technology landscape, particularly within the context of Rural Safety. This concerted initiative seeks to align diverse entities, including law enforcement agencies, the private security sector, and municipal systems, across the entire province. We are committed to continuously adopt new technologies to improve security and communication.

In pursuit of this overarching objective, we have meticulously formulated Digital Radio Solution specifications detailed within this document. These specifications have been meticulously tailored to effectively cater to the multifaceted communication needs and personnel coverage requirements of the Department of Police Oversight and Community Safety. Notably, in our day-to-day operations, two-way Radio communication plays a pivotal role, functioning as a cornerstone in management and safety, while also serving as a cost-effective means of improving overall communication dynamics.

Our specific requirement encapsulates a Digital Mobile Radio (DMR) solution endowed with an extensive coverage scope that transcends the geographic confines of the Western Cape region. This comprehensive solution not only encompasses DMRs but also seamlessly incorporates pertinent repeaters, ensuring unfaltering communication even across terrains marked by challenges. Through these comprehensive measures, we stand poised to cultivate effective communication networks that traverse diverse landscapes, thereby significantly elevating the safety and security standards throughout our province.

All digital radios supplied must conform to the stipulated specifications or be approved equivalents. They shall operate within an approved frequency band and possess built-in GPS functionality, with no allowances for external devices. Each radio unit must also feature a dedicated emergency button and must comply with IP67 (1-meter or more submersible) standards. Dual-mode analogue/digital operation is deemed essential, particularly when communicating with other departments until the entire department is fully outfitted with these radios or similarly compatible.

It is imperative that all equipment is programmed for full duplex capability in accordance with ICASA licensing regulations. This programming must optimize performance, operational effectiveness, GPS tracking, Call ID, Roaming, and SMS / Messaging functionalities, culminating in a resilient, easy-to-operate, and enduring DMR radio network.

Project Overview

To embrace technology within the security provisioning space, the Directorate Provincial Security Provisioning (PSP) has begun a process of leveraging greater benefit from existing IT infrastructure and capacity.

Integration of physical security and technology is critical to this process.

To ensure all communication modes are available to deployed security officials while also operating independently of communication systems reliant on the power grid, the required product should have the ability to operate as (but not limited to) a digital radio, make and received calls to and from a mobile device, capturing and sending images and text messaging, including short messaging services (SMS) as well as WhatsApp.

Our objective is to procure a high-performance, compliant, and reliable Digital Mobile Radio (DMR) handheld product that will serve as a reliable communication system for our department. The proposed radio device should meet the following key requirements:

Device specific requirements :

The DMR smart radio must support all relevant encryption protocols to ensure secure interactions and digital radio broadcasts. It should incorporate robust encryption mechanisms to prevent unauthorized access to copyrighted content. Additionally, it must include the capability to authenticate users and devices, enabling content providers to control access to their broadcasts. Furthermore, the radio should feature seamless integration with DMR platforms and adhere to industry standards for interoperability and compatibility with DMR systems.

1. Coverage and Range

The device should offer full-duplex mode, multiple channels and extended coverage and excellent range capabilities to ensure uninterrupted communication across our operational areas, including remote areas of the Western Cape Province and low-lying areas with no line of sight. Please stipulate the following: The coverage and range capabilities; frequency range and stability; modulation; bandwidth; power output; data rate and specify the antenna type and design as well as whether repeaters are required.

2. Interoperability

Proposer must provide information on whether the DMR handheld radio can be seamlessly integrated with the Western Cape Government's existing communication platforms, such as Outlook and MS Teams.

3. Security

Advanced encryption and authentication features are vital to safeguard sensitive information and protect against unauthorized access.

4. Voice Clarity, Image and Audio Quality

We require crystal-clear voice transmission and superior audio quality, lower noise figures, even in noisy or challenging environments as well as the ability to take high resolution images.

5. **Durability and Reliability**

The DMR must be robust and have the ability to withstand harsh conditions and ensure reliable performance in all weather and operating conditions.

6. **Battery Life**

Efficient power management is essential for extended battery life, minimizing downtime, and maximizing productivity, we require a **minimum battery life of 24hours + between charges**.

7. **User-Friendly Interface**

An intuitive user interface is critical to facilitating easy operation and reducing the learning curve for our staff. **Staff training on device usage and functionality is a requisite.**

8. **Scalability**

The DMR device must be scalable to accommodate future growth and expansion as our department evolves.

9. **Bandwidth capability**

The DMR device must have features to located staff via GSM to pinpoint where staff are deployed.

10. **Additional Functionality**

- 10.1 Individual and selected group calling is required in addition to the "all call" function or similar.
- 10.2 Voice recording should be an option for the administrator or dispatcher to access recording when needed post the actual events. Stipulate if data storage would require additional server or cloud storage services.
- 10.3 The unit should be able to send out a panic/ SOS/Distress signal, should the users be in emergency situations.

11. **Data Requirements**

- 11.1 When submitting a pricing schedule for a digital mobile radio solution, it is essential to account for all data-related costs. These include costs incurred from the transmission, storage, access, and reporting of various types of data such as GPS location, files, text, audio, media (voice messages and video). An uncapped data plan is required.

Data Transmission Costs:

- 11.2 All data transmitted through the digital mobile radio system must be covered. This includes real-time GPS location data, voice communications, text messages, and media files.

Offsite and Cloud Storage Costs:

- 11.3 Data storage must be offsite or in the cloud to ensure security and accessibility. The storage solution should be robust enough to handle large volumes of data, including GPS logs, voice recordings, text messages, and video files.
- 11.4 Costs for data storage must be included, considering both primary storage and backup solutions. This ensures data is preserved and recoverable in case of any failures.

Access and Reporting Costs:

- 11.5 There must be provisions for easy access and retrieval of stored data. Users should be able to generate reports, access historical data, and retrieve specific files as needed.
- 11.6 Any costs associated with data retrieval, reporting, and analytics must be included.

All-Inclusive Fixed Monthly Costing:

- 11.7 **Fixed Monthly Pricing:** All data-related costs should be bundled into a single, fixed monthly fee. This fee must cover data transmission, storage, access, and reporting without any hidden or additional charges.
- 11.8 **Comprehensive Coverage:** The fixed cost should be inclusive of all services required for the smooth operation of the digital mobile radio solution. This includes data storage fees, access fees, and any costs related to the retrieval and reporting of data.
- 11.9 By ensuring that all data costs are all-inclusive and fixed, the pricing schedule will provide a clear and predictable financial commitment. This transparency is crucial for the proposal to be considered.

12. RFP Instructions to Proposers:

- 12.1 This RFP consists of three phases. All Proposers must first meet the compulsory requirements of phase 1, then meet the specifications and functional requirements and scores herewith attached as Annexure A & B in phase 2 before being able to progress to the third and final phase for pricing.
- 12.2 All Proposers who progress to the **second phase** MUST attend a **compulsory presentation** session. Proposers who progress to the second phase will be contacted to come and present their proposal. No late comers will be permitted to attend. This session will provide proposers with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to present their Smart Radio Solution proposal and address any substantial issues they might have regarding the RFP.
- 12.3 Record of attendance at the compulsory presentation session will be kept as well as a record of any documentation issued at the presentation session.
- 12.4 An attendance acknowledgment letter will be issued at the presentation session to each Proposer. This letter MUST be returned when collecting sample devices.
- 12.5 Any Proposer not attending the compulsory presentation session will not be considered for this RFP and as such will be disqualified.
- 12.6 The proposer is required to provide 5 sample devices for a testing period of 2 weeks, which will be returned on conclusion of the testing period.
- 12.7 Proposers must provide five (5) devices, but partial submissions may be considered at the department's discretion. This does however affect the scoring in **Annexure B, 2.1**.
- 12.8 Proposers are required to complete the standard RFP documentation (WCBD documentation) in full, which will form part of the RFP documentation and submit on the closing date and time. Failure to do so will invalidate your proposal.

12.9 Proposal Submission Process: Two-Envelope System

This proposal will follow the two-envelope system, a structured and transparent approach to ensure fairness and objectivity in the evaluation process. The following outlines the detailed steps involved in this method:

12.9.1 Overview of the Two-Envelope System

The two-envelope system is designed to separate the technical and financial evaluation processes to maintain impartiality. This ensures that financial considerations do not influence the technical assessment of proposals.

12.9.2 Preparation of Proposals

- **Document Gathering:** Prospective proposers should carefully review the proposal requirements and gather all necessary documents and information. This includes technical specifications, qualifications, and financial details, as specified in the proposal document.
- **Proposal Structuring:** proposers must structure their proposals according to the requirements, ensuring that all requested information is clearly presented and complete.

12.9.3 Submission of Proposals

- **Sealed Envelopes:** Each proposer must prepare two separate sealed envelopes:
 - **Envelope 1: Technical Proposal**
 - **Envelope 2: Financial Proposal**
- **Labeling:** Both envelopes must be clearly labeled to indicate their contents ("Technical Proposal" or "Financial Proposal") and should include the proposer's name, proposal reference number, and contact details.
- Proposals must be submitted by the deadline. No late submissions will be accepted.
-

12.9.4 Contents of Envelope 1: Technical Proposal

- **Technical Details:** Include all technical specifications, methodologies, and approaches relevant to the project.
- **Qualifications:** Provide the qualifications and experience of the proposers, including any relevant certifications or credentials.
- **Compliance Documents:** Include any additional non-financial information required by the proposal, such as compliance with standards or past performance records.

12.9.5 Contents of Envelope 2: Financial Proposal

- **Pricing Details:** Include a detailed cost breakdown, covering all aspects of the project as outlined in the proposal requirements.
- **Payment Terms:** Specify the proposed payment terms, including any milestones or schedules.
- **Additional Costs:** If applicable, outline any potential additional costs or optional services.

12.9.6 Submission Deadline and Procedures

- **Deadline Compliance:** Both envelopes must be submitted by the specified deadline. Late submissions will not be considered.
- **Submission Location:** Proposals must be submitted to the designated location as specified in the proposal document.

12.9.7 Opening and Evaluation of Envelope 1: Technical Proposal

- **Confidentiality Assurance:** The financial proposal (Envelope 2) remains sealed and confidential until the technical evaluation is complete.
- **Technical Evaluation Committee:** A designated committee will open and evaluate the technical proposals. This evaluation will focus on compliance with project requirements, technical expertise, and the proposer's ability to deliver the project.
- **Criteria Compliance:** Only proposals that meet the specified technical criteria will proceed to the next stage.

12.9.8 Shortlisting Based on Technical Evaluation

- **Technical Scoring:** Each technical proposal will be scored based on predefined evaluation criteria.
- **Notification:** Proposers whose proposals do not meet the technical criteria will be notified, and their financial proposals will remain unopened.

12.9.9 Opening and Evaluation of Envelope 2: Financial Proposal

- For proposals that pass the technical evaluation, the financial proposals will be opened at the Bid Evaluation Committee by the Secretariate.
- The financial proposals will be evaluated based on cost-effectiveness, value for money, and alignment with the project's budget and financial requirements.

12.9.10 Final Decision and Award

- **Combined Evaluation:** The final selection will be based on a combined assessment of the technical and financial evaluations. The proposers with the best overall score, considering both quality and cost, will be recommended for contract award.
- **Three-Phase Evaluation Process:**
 - Phase One – Compliance and Eligibility: Proposals will initially be evaluated to ensure compliance with the stipulated requirements and eligibility criteria.
 - Phase Two – Technical Specifications and Standards: Proposals that pass the first phase will then be assessed based on their adherence to the specified technical specifications and standards.
 - Phase Three – Competitive Pricing: In the final phase, proposals will be evaluated based on their pricing to determine competitiveness and 80/20 PP (as per WCBD 6.1).
- **Award Notification:** The successful proposers will be notified of the award, and the award will be done in terms of spec compliance, technical evaluation and financial proposal submitted and 80/20 price principle.

12.9.11 Ensuring Fair Competition

- **Confidentiality:** Financial details are kept confidential until the technical evaluation is completed, ensuring that the focus remains on quality and capability.
- **Transparency:** The entire process is conducted in a transparent manner, with all proposers treated equally and fairly throughout the evaluation process.

12.10 Proposers MUST submit their RFPs on the closing date, 12 May 2025 by 11H00, in the proposal box for the Department, which is situated at the entrance of the Ground Floor, 35 Wale Street, Cape Town. Under no circumstances will late RFPs be accepted.

12.11 Where RFPs are not able to fit in the tender box, Proposers are to request the security on the Ground Floor of 35 Wale Street to contact Esethu Makanda to place the RFP in the tender box.

12.12 The validity period for all RFPs must be 120 days from the closing date for the submitting of RFPs referred to in clause 12.10 above.

12.13 The Department may at any given time request further information from the Proposer by means of a formal written request signed by the Head of Supply Chain Management.

12.14 Where information is requested, Proposers will have 5 (five) business days to supply the information requested via email in PDF format to the Department. Where information exceeds 5MB (five megabytes) a hard copy of the document must be delivered to the Head of Supply Chain Management.

12.15 All additions to the proposal documents i.e. Annexures, supporting documentation, pamphlets, photographs, technical specifications and other support documentation relating to the specifications must be neatly bound and indexed.

12.16 The starting date is the date of receipt of the letter of notification of appointment of the Contractor issued by the Department (in the case of email notification the date on which the email is sent by the Department). In this instance we refer to a calendar month - a calendar month is a specific period defined by the calendar, typically from the 1st to the last day of the month.

12.17 The currency of this contract is South African Rand (ZAR).

12.18 The language of this contract is English.

12.19 The Scope of the Solution must be detailed in a Scope of Work catering for a compliment of **80 devices**.

12.20 No alternative quotation offers will be considered.

12.21 All responses regarding questions posed in the Annexures, attached herewith must be answered.

12.22 Proposers shall provide full and accurate answers to the mandatory questions posed in the specification, and, where required explicitly state either "YES or NO or provide

detailed variances" as per Annexure A, regarding compliance with the requirements. Failure to do so will invalidate your RFP.

- 12.23** Proposers must substantiate their response to all questions in Annexures A and B, including full details on how their offers will address the requirements of this RFP.
- 12.24** Proposals received later than the date and time stipulated in the RFP document will not be considered but will be returned to the company unopened.
- 12.25** The Department reserves the right to retract and terminate the proposal process during any stage prior to award.
- 12.26** The Department reserves the right to disqualify a proposer should it be found that information disclosed during the proposal process was inaccurate and/or where such information was a misrepresentation on the part of the proposer.

13. General Legal Compliance and Regulatory Requirements

- **ICASA Compliance**

All proposers must ensure full compliance with the Independent Communications Authority of South Africa (ICASA) regulations, including but not limited to:

- Submission of a valid ICASA Type Approval Certificate for all proposed DMR devices.
- Proof of compliance with ICASA's Designated Certification Body (DCB) Program.
- A valid Radio Dealer License issued by ICASA.

Non-compliance with ICASA regulations will result in disqualification. Proposers must provide these documents as part of their mandatory submission requirements. Failure to submit these documents will disqualify prospective proposers.

- **Technical and Operational Standards**

All equipment must comply with technical standards, including:

- Must operate within the approved frequency bands as per ICASA Radio Frequency Spectrum Regulations.
- Full-duplex capability, integrated GPS functionality, and encryption protocols such as AES-256.
- Environmental standards, including IP67 compliance for water and dust resistance.

Additional Requirement:

Proposers must submit a detailed technical specification document demonstrating compliance with these standards.

- **Safety Protocols**

- All equipment must meet safety certification requirements, including emergency buttons, encryption, and secure communication capabilities.
- Devices must be rugged and designed to withstand challenging conditions as outlined in Annexure A.

- **Mandatory Documentation Checklist**

Proposers must include the following in their submission:

- ICASA Type Approval Certificate.
- ICASA DCB Compliance Proof.
- Radio Dealer License.
- Signed Compliance Acknowledgment Form (provided in Annexure D).

- **Disqualification**

Proposers found to have submitted fraudulent or incomplete documentation will be disqualified.

14. Compulsory returnable documentation:

No.	Document List	Check
Phase 1.		
1.	WCBD 1: Proposal Form	
2.	WCBD 3: Pricing Schedule	
3.	WCBD 4: Declaration of interest	
4.	WCBD 6.1(a): Preference Certificate (80:20)	
5.	B-BBEE Status Level Verification Certificate	
6.	Tax Clearance Certificate	
7.	Proposing entity and authority of signatory	
8.	Detailed DMR Solution Proposal and Presentation	
9.	Proof of Registration on the Central Supplier Database (CSD)	
10.	ICASA-Related Documents	
	ICASA Type Approval Certificate <ul style="list-style-type: none"> • Confirms the DMR devices meet ICASA's technical standards and are authorized for use in South Africa. • This certificate is issued after the device undergoes testing by an ICASA-accredited Designated Certification Body (DCB). 	
	Radio Frequency Spectrum License <ul style="list-style-type: none"> • Valid license permitting the operation of the equipment on specified frequencies. • This ensures the proposer is authorized to operate within the approved frequency bands. 	
	Radio Dealer License <ul style="list-style-type: none"> • Proof that the supplier is registered with ICASA as a legitimate dealer of radio communication equipment. 	
10.	South African Regulatory Compliance	
	Proof of Compliance with the Protection of Personal Information Act (POPIA) <ul style="list-style-type: none"> • Declaration and documentation detailing measures taken to protect data, especially if GPS tracking or communication logs are stored or processed. 	
	SANS Certification <ul style="list-style-type: none"> • Certification for environmental resilience (e.g., IP67 for dust and water resistance) or ruggedness standards (e.g., MIL-STD-810G). 	
11.	Contractual and Legal Documentation <p>Indemnity Declaration</p> <ul style="list-style-type: none"> ○ A signed declaration indemnifying the Department against liabilities arising from device defects or data breaches during testing. <p>Proposed Training Plan</p> <ul style="list-style-type: none"> • Documentation of any training to be provided to end-users on device functionality. 	

Phase 2.		
12.	Annexure A : Technical Specifications	
	Technical Data Sheet or Brochure <ul style="list-style-type: none"> Detailed technical specifications of the proposed DMR solution, demonstrating compliance with mandatory requirements. 	
	Operational and Safety Features Overview <ul style="list-style-type: none"> Documentation of key features such as encryption, emergency buttons, dual-mode capabilities, and environmental resilience. 	
13.	Annexure B : Functionality Table requirements	
	<ul style="list-style-type: none"> Company Profile - Detailing of the company, including history, experience in DMR solutions, and key personnel. 	
	<ul style="list-style-type: none"> Client reference letters for Digital Mobile Radio Solutions contracts 	
	After-Sales Support and Warranty Plan <ul style="list-style-type: none"> A detailed plan covering warranty terms, maintenance, and after-sales support services. 	
	<ul style="list-style-type: none"> Detailed information brief about the local capacity 	
	Sample Device Documentation <ul style="list-style-type: none"> As testing is required, a description of how the sample device meets the tender requirements. 	
Phase 3.		
14.	Annexure C : Pricing Summary & Price Schedule	

15. Evaluation Phases

- 15.10** The successful Proposer must comply with relevant legislation, regulations, government notices and policies relevant to the Security Industry as well as comply with the Departments terms and conditions including those specified in the SLA and the Specifications.
- 15.11** RFPs will be deemed to be unacceptable by the Department when failing to comply with each phase of the evaluation process. Proposers that do not pass a phase will not continue to the following phase, or phases.
- 15.12** The RFP documents received will be evaluated based on phases one (1) to three(3), and the phases will be as follow:

16. Phase One: Mandatory Compliance Screening

- 16.10** During this phase, all proposers' submissions will be scrutinized for compliance with the outlined mandatory requirements. Only proposers who are found to be fully compliant will proceed to Phase 2..
- 16.11** All proposals must be submitted by the closing date and time, fully completed, dated, and signed in ink. No late submissions will be accepted.
- 16.12** Submission of the RFP document must be bound without tearing any pages. No alterations/corrections to inserted information in the quotation document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page.
- 16.13** RFP must be fully comprehensive and lead into the compulsory demonstration.
- 16.14** Proposers must ensure tax compliance from the RFP closing date until award. The Department allows 7 days for compliance arrangements with SARS (Attach proof obtained from SARS Branch).

- 16.15** Submission of fully completed Pricing Schedule (Purchases – Goods - WCBD 3)
- 16.16** Submission of fully completed WCBD 4 (Declaration of Interest)
- 16.17** Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by certified B-BBEE Status Level Verification Certificate from SANAS accredited service, or original Sworn Affidavit-B-BBEE Exempted Micro Enterprise (Attached).
- 16.18** Certified copy of a B-BBEE Certificate / Original Sworn Affidavit – B-BBEE Exempted Micro Enterprise.
- 16.19** All applicable SANS Certificates and or ICASA licencing must be submitted in PHASE ONE to be verified by a Technical Team.
- 16.20** All prospective proposers must be registered on the Central Supplier Database, proof of which must be submitted with the relevant bid documents. The registration process is detailed below.

Supplier Database Registration

All **prospective** Service Providers **must** be registered on:

- a) The Central Supplier Database (**CSD**), and
- b) The Western Cape Supplier Evidence Bank (**WCSEB**)

All prospective Service Providers who are not registered on the CSD are requested to self-register via www.csd.gov.za. Should assistance be required for the registration on the WCSEB you may contact the help center 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**

- 16.20.1 Proof of registration or valid affiliation with ICASA registered suppliers and other regulatory bodies. Suppliers of digital mobile radios need to comply with various regulations and register with specific bodies to operate legally. Here are the key requirements:
- 16.20.2 **Type Approval by ICASA:** Suppliers must obtain type approval from the Independent Communications Authority of South Africa (ICASA). This involves registering on the ICASA database as a Supplier of Equipment and ensuring that all equipment meets the necessary technical standards .
- 16.20.3 **Compliance with ICASA DCB Programme:** Suppliers must adhere to the requirements outlined by ICASA's Designated Certification Body (DCB) Programme. This programme certifies that equipment complies with South African standards.
- 16.20.4 These steps ensure that suppliers of digital mobile radios operate within the legal framework and adhere to the required standards.

16.21 NB: Proposers meeting Phase 1 requirements will proceed to Phase 2: Mandatory Evaluation for further assessment per criteria outlined below.

17. Phase Two : Part 1: Technical Evaluation (Annexures)

17.10 Proposers **MUST** attach the following **VALID** documentation, **failure of which will disqualify the RFP:**

17.11 Annexure A : Technical Scorecard. (Inclusive of all listed mandatory documentation as listed in table on page 22 herein)

17.12 Annexure B : Functionality Table (Inclusive of all listed mandatory documentation as listed in table on page 24 herein)

18. Part 2: Testing Evaluation Criteria of Sample Devices.

18.10 In this phase , all proposers who comply with PHASE TWO, submitting all mandatory documents required and meeting the minimum technical specification and functionality requirements , will progress to PHASE 2 part 2. This part requires the submission of 5 sample DMR devices for a rigorous testing period of 2 weeks.

18.11 Only suppliers who submit 5 sample DMR devices for the testing period on request will undergo evaluation against the technical specifications indicated in **Annexure B, 2.4.**

18.12 Technical Specifications will be evaluated by a Technical Team as per stipulations in Annexure A and B.

18.13 Proposers scoring 90% in Annexure A, will progress to scoring for presentations.

18.14 Qualifying proposers will be invited dates to a proposal presentation and demonstration.

18.15 For a period of 2 weeks, 5 samples per proposer will be tested for technical specifications stipulated in Annexure A.

18.16 Proposers scoring 90% in Annexure A – testing period will progress to the scoring of Annexure B – testing criteria is listed as 2.5 of Annexure B.

18.17 Proposers scoring 80% or more in terms of the specifications outlined in Annexure B will progress to being evaluated as per Pricing proposals : Annexure C.

19. Phase Three: Mandatory Evaluation (Annexure C)

19.10 DOCUMENTATION IS TO BE INCLUDED IN A CLEARLY MARKED ENVELOPE WITH DETAILS:

- a. DO NOT OPEN – PRICING SCHEDULE – ENVELOPE 2.
- b. Proposer Details
- c. Proposal Number
- d. Purchaser representative details.

19.11 Annexure C: Detailed Pricing Schedule – 3yr term lease contract.

20. Pricing Schedule.

20.10 On conclusion of Annexure C pricing proposal evaluation, a letter of interest will be sent to the selected proposer of the favoured proposal progress through each of the 3 phases successfully.

20.10.1 Discrepancies:

Proposers must ensure all calculations are correct as no arithmetic errors in pricing submissions will be corrected.

20.10.2 Inflation:

Provisions for inflationary adjustments or currency fluctuations over the 3-year term must be included.

Submission Instructions:

Prepare Proposal Documents:

20.11 Compile a detailed pricing schedule for the 3-year lease contract of the digital mobile radio solution.

20.11.1 Ensure that the proposal includes fixed all-inclusive pricing for the lease amount, maintenance, training, repair/replacement costs, and data storage. Devices must support encryption standards such as AES-256 and ensure compliance with POPIA. All data storage must meet robust security standards, with offsite or cloud storage being mandatory.

20.11.2 Provide the option to purchase 5 recurring line items as and when required.

Breakdown of Costs: - See Annexure C.

Pricing Structure:

20.11.3 The pricing should be fixed and billed monthly for the entire solution.

20.11.4 All costs must be inclusive and presented in a clear and comprehensive framework.

Formatting and Submission:

20.11.5 The pricing schedule must be submitted separately in a clearly marked envelope labelled "Pricing Proposal."

20.11.6 Use a clear and simplified framework for the pricing schedule to ensure ease of evaluation.

20.11.7 Pricing will be evaluated in the framework of the 80/20 Pricing Preference schedule (See WCBD6.1)

Evaluation and Letter of Interest:

20.12 After the evaluation of Annexure C pricing proposal, a letter of interest will be sent to the selected proposer who progressed through each of the three phases successfully. Ensure all submissions adhere to the guidelines outlined above and meet the specified deadline to avoid disqualification.

Simplified Pricing Framework Structure: (SAMPLE for envelope 2)

Item	Monthly Cost (per device)	Quantity	Total Monthly Cost	Notes
Lease Amount	R00.00	X	R00.00	Breakdown per device
Maintenance	R00.00	X	R00.00	Maintenance fees (if applicable)
Training	R00.00	X	R00.00	Training sessions included
Repair/Replacement	R00.00	X	R00.00	Coverage for repairs
Data Storage	R00.00	X	R00.00	Inclusive for lease period
Other :	R00.00	X	R00.00	Not accommodated for herein Additional lines may be added if required.
Total Monthly Cost	R00.00		R00.00	
Annual Cost	R00.00		R00.00	
Total 3-Year Cost	R00.00		R00.00	

Proposal Submission Guidelines

If you are interested in participating in this opportunity, we request that you submit a comprehensive proposal addressing the following points:

1. Company Overview

Introduce your company, highlighting your expertise and experience in delivering Digital Mobile Radio handheld solutions .

2. Quality and Feasibility Assessment

The DMR device should include a brief on the brand reputation. The DMR device ought to incorporate a concise overview of the brand's standing within the industry. It should also outline specifications specific to each feature to determine their appropriateness for public security needs.

3. Proposed Solution

Describe the specifications, features, and technical capabilities of your Digital Mobile Radio Handheld device, emphasizing how it meets our specific requirements.

4. General Legal Compliance

The proposer shall ensure compliance with all applicable South African laws, including but not limited to ICASA regulations, POPIA, and industry standards for communication equipment.

To ensure clarity and compliance with South African law and relevant regulatory standards, the following provisions are included:

▪ ICASA Compliance

All proposers must comply with the Independent Communications Authority of South Africa (ICASA) regulations. This includes providing:

- ✓ Valid ICASA Type Approval Certificates.
- ✓ Proof of compliance with ICASA's Designated Certification Body (DCB) Program.
- ✓ A valid Radio Dealer License.

Non-compliance with ICASA regulations will result in immediate disqualification.

▪ Legal Standards

- ✓ All data handling must comply with the Protection of Personal Information Act (POPIA).

5. Mandatory Requirements (Annexure A and B)

Mandatory requirements are non-negotiable. Compliance with specifications marked as 'Mandatory' must be supported by evidence. Proposers must provide technical documents demonstrating how their solution exceeds or matches the benchmark. Non-compliance with any mandatory requirement will result in disqualification.

- All mandatory requirements are clearly marked and must be fully met for a proposal to proceed.
- Proposals that do not meet mandatory requirements will not advance to further evaluation phases.

6. Pricing

Present detailed all-inclusive pricing options. In the context of pricing discussions, provide due consideration to a range of pivotal factors, including economies of scale, licensing prerequisites, and adherence to regulatory guidelines where applicable. Within this framework, we kindly request a detailed and comprehensive delineation of all associated costs. This should encompass not only the initial installation expenditures and ongoing maintenance charges but also extend to encompass monthly subscription/leasing fees and any pertinent support costs (if applicable). We require fixed pricing for the duration of the 3-year lease term and line-item purchases where applicable. All data and data storage costs should be inclusive in the fixed costing. Your meticulous attention to these details will be greatly appreciated as we move forward.

Pricing must be targeted at the leasing rate of 80 devices over a 36-month period.

7. Implementation Plan

Outline the timeline for implementing the DMR solution, and if applicable, any customization required to suit our unique needs.

8. After-Sales Support

Comprehensively detail the after-sales support and training services you offer to ensure the successful deployment and ongoing operation of the product and its associated services over the contract period. Proposers must guarantee a 24-hour turnaround for maintenance and replacements. **The penalties for delayed service or non-compliance will be clearly defined in the Service Level Agreement between the successful proposer and the Department.**

Locality

Proof of local presence in the Western Cape region to ensure rapid responsiveness to troubleshooting maintenance, repair, replacement or problem-solving solutions within a 24hr period. Local manufacturing or supply to ensure a seamless supply and service delivery without shipping/import delays and/or additional costs.

9. Proposal clause inclusions

In the context of your proposal submission for a smart digital mobile radio solution, we kindly request your perusal of the below dedicated section outlining the contractual framework that will govern the contractual obligations. This contractual arrangement holds immense significance, as it directly shapes the parameters of our service level agreement. Specifically, we seek an all-encompassing coverage of the following pivotal contractual clauses:

a. Confidentiality Clause:

The Proposer acknowledges that, during the course of this engagement, both parties may exchange confidential information. The Proposer agrees to treat all such information with the utmost confidentiality and not to disclose, reproduce, distribute, or use such information for any purpose other than fulfilling the obligations under this proposal. The confidentiality obligation shall extend beyond the termination of this agreement.

b. Withdrawal Clause:

Either party may withdraw from this proposal by providing written notice to the other party in the event of a material breach of any terms or conditions herein. The withdrawal shall become effective after a specified cure period unless the breaching party rectifies the breach within said period. Additionally, either party may withdraw from this proposal for convenience with **30 days'** written notice.

c. Indemnity Clause:

The proposer shall indemnify the Department from and against any claims, damages, losses, liabilities, and expenses arising out of or in connection with the demo and use of the sample digital mobile radios handheld devices provided by the Proposer for the duration of the testing period. This indemnification shall cover claims related to personal injury, property damage, and any other liabilities resulting from defects or deficiencies in the supplied products.

d. Arbitration Clause:

In the event of any dispute arising out of or relating to this proposal, both parties agree to resolve the dispute through binding arbitration. The arbitration shall be conducted in accordance with the WCG and Department's rules and regulations and shall take place in Cape Town, CBD. The arbitration award shall be final and binding, and both parties agree to abide by and enforce the award in any court with jurisdiction.

e. Demo and testing period.

The invitation to demonstrate and supply samples for testing is contingent on the results of the Functionality scoring segment in the proposal process. Successful parties meeting the functionality criterion will receive an invitation for a comprehensive product demonstration, during which they are expected to provide five devices for a two-week testing period.

Failure of any digital mobile radio device samples to meet the technical specifications within this testing period or providing the devices itself will result in the proposer defaulting on validity as a proposer. Emphasizing the importance of a thorough product demonstration, including rigorous testing of both the device and/or solution, we anticipate the testing phase to last two weeks, with its outcomes significantly influencing the overall evaluation process.

We kindly request your preparedness to supply a total of five (5) devices for testing purposes at no cost to the Department. It is crucial to acknowledge the potential for claims and damages during this testing period, especially for the designated five devices, given the stringent testing conditions they will undergo.

f. Claims and Damages during Testing Period:

During the testing period, if any claims, damages, or defects are identified in the digital mobile radio handheld devices, the Proposer shall promptly rectify these issues at no additional cost to the Department. The testing period shall last for two (2) weeks from the date of delivery of the samples. This provision ensures that the devices meet the specified quality and performance standards during the testing period.

g. Training during Testing period.

A minimum of two days device usage training will be required prior to and in addition to the two-week testing period.

9. Rental Period and Technical Specification:

The Proposer agrees to propose a 3-year rental contract for a digital mobile radio (DMR) solution in accordance with the technical specifications that will be outlined within the Request for Proposal (RFP). The rental period shall commence on the effective date of the appointment of the supplier and the successful award of the contract and continue for a duration of three (3) years thereafter, subject to the terms and conditions therein.

The DMR solution to be provided under this contract shall meet the technical specifications and contractual requirements detailed in a forthcoming SLA. The Proposer shall ensure that all handheld sets meet or exceed the specified performance metrics, functionalities, and compatibility standards as specified in the pricing documentation.

In the event that any of the provided digital mobile radio devices fail to meet the technical specifications within the rental period, the Proposer shall be responsible for promptly replacing or repairing the defective units at no additional cost to the Department. The Proposer agrees to ensuring that all replacements or repairs are executed within a reasonable timeframe to minimize disruption to the Department operations.

The Proposer shall propose a maintenance and replacement offer, that facilitates testing or replacement of the rented digital mobile radios devices, as well as overall solution equipment and accessories throughout the rental period to ensure that they continue to meet the specified technical requirements. Any necessary maintenance, updates, or upgrades shall be performed by the successful proposer to maintain the optimal performance of the equipment.

The Proposer is requested to propose that upon completion of the 3-year rental/subscription period, to take the responsibility for the retrieval of all rented digital mobile radios devices from the Departments premises. And ensure that all equipment collected is in good condition, allowing for reasonable wear and tear, reporting all incidents beyond this condition with visually recorded evidence.

The proposer is required to present a DMR solution that aligns with the technical specification requirements, effectively supporting the communication and operational needs of the requesting party throughout the duration of the three-year rental contract.

These contractual provisions serve as the bedrock for cultivating a transparent and secure business rapport between us, substantially contributing to the establishment of a thorough and efficient service level agreement. Your meticulous attention to these contractual facets will undoubtedly enhance the intrinsic value of your proposal.

10. References

Provide references from previous clients who have successfully implemented your digital handheld radio devices for the last 5 years. (supply 5 references letters for maximum points as per Annexure B).

11. Forum Memberships (where applicable)

While not mandatory, proposers are encouraged to be members of relevant industry forums and associations, such as the Wireless Access Providers Association (WAPA) or similar, to demonstrate alignment with industry standards and regulations.

12. Submission

The submission of this proposal will follow a 2-envelope process as detailed below:
In the two-envelope proposal process, we follow a structured approach to ensure fairness and transparency throughout the proposal submission process.

- 12.1. **Preparation:** Gather all necessary documents and information related to the project requirements.
- 12.2. **Submission:** Proposers prepare their proposals in two separate sealed envelopes.
- 12.3. **Envelope 1:** Contains technical details, qualifications, and other non-financial information.
- 12.4. **Envelope 2:** Houses the financial proposal, including pricing details and cost breakdowns.
- 12.5. **Evaluation:** Envelope 1 is evaluated first to ensure compliance with project requirements and standards.
- 12.6. **Shortlisting:** Only proposals meeting technical criteria proceed to the financial evaluation phase.
- 12.7. **Opening:** Envelope 2, containing financial details, is opened for evaluation.
- 12.8. **Award Decision:** Based on the combined evaluation of technical and financial aspects, the contract is awarded to the most suitable proposer. This process maintains confidentiality of financial details until the technical evaluation is completed, ensuring fair competition and quality selection.

13. Fair Competition

- 13.1. Confidentiality of submissions is ensured through independent sealed document handling.
- 13.2. Financial proposals will not be reviewed until technical evaluations are complete.

14. Auditing Rights

- 14.1. Department reserves the right to audit deliverables for compliance with agreed standards.

Prospective suppliers may direct any questions or enquiries relating to the specification and functionality contained in this document may be directed to (021)483-5504 or wendy.arendse3@westerncape.gov.za before the proposal closing date .

For any Proposal related questions kindly refer to Esethu Makanda - esethu.makanda@westerncape.gov.za – (021)-4836324.

We are excited to explore the possibilities of collaborating with your esteemed company and look forward to receiving your proposal.

Thank you for considering our request. We anticipate the opportunity to work together to enhance our department's communication capabilities with your Digital Mobile Radio Handheld Device.

Annexure A : Technical Scorecard

Introduction for Proposers

This scorecard outlines the technical requirements for the proposed Digital Mobile Radio (DMR) solution. Proposers must ensure their submissions meet all **compulsory features** and strive to address additional features to maximize their score. Compliance with compulsory features is critical, as proposals failing to meet these compulsory criteria will not proceed to evaluation. Proposals achieving at least 90% overall compliance will pass the technical evaluation. The 90% total is inclusive of both mandatory and optional criteria combined.

Introduction for Evaluators

Evaluators are required to assess submissions based on the outlined criteria. Each feature contributes to the total score, calculated as a percentage of features met. Compulsory features are non-negotiable; failure to meet these will result in disqualification. Proposals achieving at least **90%** overall compliance will pass the technical evaluation. The 90% total is inclusive of both mandatory and optional criteria combined.

Only 1 selection per feature can be made: either ✓ or ✗ not both!!!

If any compulsory feature has an ✗ selection, the participant is considered non-compliant and disqualified.

If any selection cell is left blank for a feature and 1 selection is not made (either ✓ or ✗ not both!!!) , the blank count is considered as ✗

If there are 2 selections made for a one feature (✓ and ✗ = both), the selection count is considered as ✗

Technical Assessment Scorecard

Category	Feature	Compulsory	Yes (✓)	No (✗)
Core Features	WhatsApp functionality	✓		
	Integration with Applications required: MS Teams, Outlook 365, Google {docs, drive, photos, maps}	✓		
	Dual mode functionality (Analog/Digital)	✓		
	Off-site, all-inclusive data storage (e.g., cloud or secure server)	✓		
	Ability to operate over a vast distance nationally, across all terrains	✓		
	Rugged design compliant with MIL-STD-810G	✓		
	Licensing: Licensed or license-free (elaborate in proposal)	✓		
	Platform PC Compatibility /Programming (Installation and setup) Platform/ managing software: Ability to set permissions on access groups (user, dispatcher, admin etc.) – single license & multiple users.	✓		

Category	Feature	Compulsory	Yes (✓)	No (X)
	GPS tracking with ≤8m accuracy	✓		
	End-to-end encryption (AES-256 or equivalent)	✓		
	Data connectivity (All data, sim and memory card costs must be included in all-inclusive cost where applicable)	✓		
	Headsets, Desktop Charger & Multi-unit Charger compatible line item purchases available.	✓		
Communication Features	High-quality audio and video (minimum 1080p resolution)	✓		
	Group and private call functionality via PTT key			
	Noise cancellation			
	Wi-Fi & Bluetooth capability			
	Voice messaging: Mission-critical voice services such as group call and private call by the prominent PTT key.			
Device Specifications	High-capacity Lithium-Ion/Li-polymer battery life with +/- 16-24hrs between charges. Usage time minimum 12 hrs.			
	IP67 or higher, water and dust resistance			
	Dual SIM card slots			
	Minimum 4GB RAM and 64GB internal storage			
	Expandable storage up to 256GB			
	File formats: DOC; DOCX; XLS; XLSX; PPT; PDF; TXT; HTML, JPEG (or JPG), PNG, GIF, MP4; MOV; AVI; WMV; AVCHD; WebM; FLV			
Emergency Features	Emergency alarm or SOS functionality			
	Lone worker or man-down alerts			
	Remote monitoring capability			
	Energy saving			
Software Features	Integrated firmware updates and push notifications			
Additional Features	Walkie-talkie PTT capability			
	Device remote kill/revive functionality			
	Data remote erase capability			

Scoring Instructions

1. Mark each feature as either **Yes (✓)** or **No (X)** in the respective columns.
2. Count the number of **Yes (✓)** marks.
3. Divide the total number of **Yes (✓)** marks by the total number of features (compulsory and non-compulsory) to calculate the percentage score.

Passing Criteria

- Proposals must meet **all compulsory features**.
- An overall score of **90% or higher** is required to pass the technical evaluation.

Annexure B : Functionality Table

Key Notes

- o ICASA Compliance: Ensure all ICASA documents are current, and certified copies are included to avoid disqualification.
- o Legal Standards: Include clear declarations to demonstrate compliance with South African law and minimize risks.

NO	ITEM	POINTS																																												
1	Relevant Project Experience and Capability	20																																												
1.1	<p>References & Digital Mobile Radio system contracting experience:</p> <ul style="list-style-type: none">Letters from previous clients highlighting successful implementations of similar DMR solutions.Please provide contactable client reference letters for Digital Mobile Radio Solutions contracts supporting 40+ devices from the last 5 years. <p>Total scoring: 5+ letters = 20 points. 3-4 letters =15 points. 1-2 letters =10 points. No letters = 0 points</p>	20																																												
2	Demonstration, Conditions, Testing (total of items 2.1 to 2.3)	70																																												
2.1	<p>Comprehensive Demonstration</p> <table><tr><td>1. Presents and demonstrates, meets requirements (a/p Annexure A) + 5 testing devices.</td><td>30 points</td></tr><tr><td>2. Presents and demonstrates, meets requirements (a/p Annexure A) + less than 5 devices</td><td>10 points</td></tr><tr><td>3. Provides 5 sample devices for testing and training.</td><td>5 points</td></tr><tr><td>4. Presents and demonstrates, meets requirements (a/p Annexure A)</td><td>1 point</td></tr></table>	1. Presents and demonstrates, meets requirements (a/p Annexure A) + 5 testing devices.	30 points	2. Presents and demonstrates, meets requirements (a/p Annexure A) + less than 5 devices	10 points	3. Provides 5 sample devices for testing and training.	5 points	4. Presents and demonstrates, meets requirements (a/p Annexure A)	1 point	30																																				
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4. Presents and demonstrates, meets requirements (a/p Annexure A)	1 point																																													
2.2	<p>Conditions</p> <table><tr><th>No.</th><th>REQUIREMENT</th><th>YES/NO</th><th>Proof attached</th></tr><tr><td>1</td><td>Valid Registration with ICASA in place for DMR radio equipment</td><td></td><td></td></tr><tr><td>2</td><td>Manufacturer / Brand reputation (ICASA endorsed brand)</td><td></td><td></td></tr><tr><td>3</td><td>Letter of good standing from all relevant regulators – (certified & valid).</td><td></td><td></td></tr><tr><td>4</td><td>Copy of Presentation and representative/presenter register.</td><td></td><td></td></tr><tr><td>5</td><td>Proposal of a 3 yr. Rental contract solution + T&C + technology refresh if applicable</td><td></td><td></td></tr><tr><td>6</td><td>Attach specification sheet or product brochure</td><td></td><td></td></tr><tr><td>7</td><td>Provide 5 samples for a 2-week testing period</td><td></td><td></td></tr><tr><td>8</td><td>Able to deliver to 5th Floor, 35 Wale Street, CT timeously.</td><td></td><td></td></tr><tr><td>9</td><td>Must provide a proposed Training Plan</td><td></td><td></td></tr><tr><td>10</td><td>Must have extensive coverage across multiple terrains up to the borders of WC province.</td><td></td><td></td></tr></table> <p>Scoring – add up the following: Meets 10 of the conditions = 20 points; Meets 8 of the conditions = 15 points; Meets 5 of the conditions = 10 points; Meets less than 5 of the conditions =1 point;</p>	No.	REQUIREMENT	YES/NO	Proof attached	1	Valid Registration with ICASA in place for DMR radio equipment			2	Manufacturer / Brand reputation (ICASA endorsed brand)			3	Letter of good standing from all relevant regulators – (certified & valid).			4	Copy of Presentation and representative/presenter register.			5	Proposal of a 3 yr. Rental contract solution + T&C + technology refresh if applicable			6	Attach specification sheet or product brochure			7	Provide 5 samples for a 2-week testing period			8	Able to deliver to 5 th Floor, 35 Wale Street, CT timeously.			9	Must provide a proposed Training Plan			10	Must have extensive coverage across multiple terrains up to the borders of WC province.			20
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2.3	<p>Two-week testing period</p> <p>Meets testing criterion scores and user-friendly points.</p> <p>Testing Criterion</p> <table> <tr> <td>1. Operates like a smart phone, + additional features.</td> <td>2 points</td> </tr> <tr> <td>2. Has robust exterior and made of good quality materials.</td> <td>2 points</td> </tr> <tr> <td>3. Accommodate secure private and call-all functionality.</td> <td>2 points</td> </tr> <tr> <td>4. Can span vast distances with national coverage across all terrains</td> <td>2 points</td> </tr> <tr> <td>5. Data offsite storage - Data retrieval on request and reporting</td> <td>2 points</td> </tr> <tr> <td>6. Dual mode analogue/digital operated</td> <td>2 points</td> </tr> <tr> <td>7. Fall, shock, water resistance & Battery life 24hrs +</td> <td>2 points</td> </tr> <tr> <td>8. Emergency & Security features & WhatsApp</td> <td>2 points</td> </tr> <tr> <td>9. Ergonomics, User-friendly Interface & Solution efficacy</td> <td>2 points</td> </tr> <tr> <td>10. High quality audio, video and photo quality</td> <td>2 points</td> </tr> </table>	1. Operates like a smart phone, + additional features.	2 points	2. Has robust exterior and made of good quality materials.	2 points	3. Accommodate secure private and call-all functionality.	2 points	4. Can span vast distances with national coverage across all terrains	2 points	5. Data offsite storage - Data retrieval on request and reporting	2 points	6. Dual mode analogue/digital operated	2 points	7. Fall, shock, water resistance & Battery life 24hrs +	2 points	8. Emergency & Security features & WhatsApp	2 points	9. Ergonomics, User-friendly Interface & Solution efficacy	2 points	10. High quality audio, video and photo quality	2 points	20
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10. High quality audio, video and photo quality	2 points																					
3	Repair and Replacement	10																				
3.1	<p>Replacement</p> <ul style="list-style-type: none"> Provide details of the manufacturing, production, supply and replacement plan and turnaround time that would be applied on this contract. The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedtic.gov.za/wp-content/uploads/IP-guideline.pdf at no cost. <p><i>Scoring – add up the following:</i> <i>Manufactured locally, SABS Approved, repair or replacement turnaround time 24hrs =10 points;</i> <i>Manufactured locally, SABS Approved repair or replacement turnaround time 48hrs =7 points;</i> <i>Imported, equivalent regulatory approvals, repair or replacement turnaround time 24hrs =5 points;</i> <i>Imported / local with repair or replacement turnaround time longer than 48hrs =1 point</i></p>	10																				
	TOTAL POINTS FOR FUNCTIONALITY	100																				

Annexure C: Pricing Schedule Framework

3-Year Term Lease Contract for a Smart Digital Radio Solution

Note: The lease is inclusive of all accessories, with a fixed, all-inclusive monthly cost and the option to purchase up to a maximum of five (5) line items.

1. **Fixed Monthly Cost**

The total monthly cost covers the lease of the Smart Digital Radio solution and its associated accessories, and training, presented as a single, fixed amount. This ensures predictability and ease of budgeting for the lessee.

2. **Maximum Line-Item Provision**

The lessee has the option to purchase up to a maximum of five (5) line items during the lease term, allowing flexibility for acquiring additional accessories or components as needed.

3. **Device Lease**

The cost of leasing the Smart Digital Radio solution and its accessories for the agreed-upon term is consolidated into the fixed monthly payment. This includes any necessary breakdowns based on device types or specifications.

4. **Data Plan**

An uncapped data plan is required (unlimited SIM-based data or cloud storage capacity).

5. **Licensing Requirements**

a) **Frequency Licensing:**

The service provider must secure and maintain all necessary licenses required for operating Digital Mobile Radios (DMRs) on specified radio frequencies. These licenses must comply with national regulatory standards, and all associated costs must be borne by the service provider.

b) **Compliance:**

The service provider is responsible for ensuring compliance with all regulatory requirements related to frequency usage, including obtaining necessary approvals from relevant authorities.

6. **Network Access and Subscription Fees**

a) **Fee Structure:**

The service provider must provide a comprehensive and transparent fee structure for network access. This structure should include costs associated with voice communication, text messaging, and any additional data services offered within the DMR system. Fees should be itemized on a per-user or per-device basis, as applicable.

b) **Subscription Details:**

The subscription model must be clearly outlined, specifying the costs and terms of access to the network services provided. This should include details of any tiered service levels or optional add-ons.

7. **Data Services and Usage**

a) **Service Availability:**

The service provider must detail the scope of data services available within the DMR system, including but not limited to GPS tracking, text messaging, and telemetry. All data services must be integrated into the overall service package unless explicitly stated otherwise.

b) **Data Charges:**

The proposal must clearly specify whether data usage is bundled with the service or subject to additional charges. If additional fees apply, these must be clearly delineated, with an explanation of the data metering or billing method used. The WCG requests an all-inclusive leasing package.

8. **Integration with LTE Networks**

a) **LTE Integration:**

If the DMR system includes integration with LTE networks, the provider must specify any supplementary data plans or costs associated with LTE services. The terms of LTE integration, including any additional hardware or software requirements, must be clearly outlined in the proposal.

b) **Cost Implications:**

Any additional costs related to LTE network usage must be transparently listed, including any potential variations in fees based on usage or data volume.

9. **Training Costs**

Detail any training expenses associated with the lease, including the cost of initial training sessions or ongoing support.

10. **Excess and Insurance Clauses for Leased DMR Services**

General Exclusions for WCG

- The WCG will not assume any responsibility for:
 - Insuring leased equipment.
 - Losses or damages caused during the lease period.
 - Maintenance or repair costs.
- All responsibilities regarding insurance, liability, and risk must be borne by the proposer and clearly defined in the SLA.

a) **Liability and Risk:**

The proposer assumes full liability and risk for the leased equipment, including any damage, loss, or malfunction beyond normal wear and tear. The Western Cape Government (WCG) will not be held responsible for insurance of the equipment or covering any associated risks.

b) Third-Party Liability Insurance:

The proposer is required to maintain comprehensive third-party liability insurance. This insurance must cover all damages, losses, or claims arising from the malfunction or improper operation of the DMR system. The WCG disclaims any responsibility for such incidents, and this condition must be detailed in the Service Level Agreement (SLA).

c) Replacement and Repairs:

All costs related to the replacement or repair of the leased equipment, regardless of the cause, will be for the proposer's account. The terms and conditions for replacements and repairs must be explicitly outlined in the SLA.

11. Term Length

Clearly state the duration of the lease contract, indicating the start and end dates to establish the agreed-upon timeframe for the arrangement.

12. Payment Structure

Outline the payment schedule, emphasizing the fixed monthly payments to be made throughout the lease term. This provides transparency regarding payment expectations.

13. Total Cost

Present a comprehensive breakdown of the total cost over the entire 3-year lease term, encompassing all lease payments, training costs, and any other applicable fees or charges. Include a provision for validity and arithmetical errors and discrepancies to address any potential issues.

This structured presentation ensures that both parties understand the financial commitments, terms, and options associated with leasing the Smart Digital Radio solution and its accessories, including training. It also provides safeguards for validity and addresses potential errors and discrepancies, facilitating a mutually beneficial arrangement.

Annexure D: Compliance Acknowledgment

Compliance Declaration for Proposers

I, the undersigned, certify that **[Proposer Name.....]** fully complies with all applicable regulatory requirements set by the **Independent Communications Authority of South Africa (ICASA)**, including but not limited to:

1. **ICASA Type Approval** – The proposed Digital Mobile Radio (DMR) devices meet all ICASA technical standards and have valid **Type Approval Certificates**.
2. **Designated Certification Body (DCB) Compliance** – The equipment has been certified through an **ICASA-accredited DCB** and meets all national technical compliance requirements.
3. **Radio Dealer License** – The proposer holds a **valid ICASA Radio Dealer License**, authorizing the supply, distribution, and installation of Digital Mobile Radio equipment within South Africa.
4. **Frequency Licensing** – The proposer confirms adherence to **ICASA Radio Frequency Spectrum Regulations**, ensuring legal operation within the assigned frequency bands.
5. **Protection of Personal Information Act (POPIA) Compliance** – The proposer acknowledges compliance with **South Africa's POPIA Act**, ensuring secure handling and storage of sensitive communication data.
6. **South African Law Compliance** – All legal disputes arising from this RFP will be governed by **South African law** and resolved in the **Cape Town courts**.

By signing below, the proposer confirms the accuracy of all compliance claims made in this submission:

Signature:

Name:

Designation:

Company Name:

Date:

Note to the Evaluation Committee

When evaluating the Digital Mobile Radio Handheld Device, below are key criteria to consider ensuring that the chosen product meets the Department's communication needs and requirements. Here are some important evaluation criteria which can be amended:

1. **Communication Range:**
Evaluate the radio product's communication range to ensure it provides sufficient coverage for your operational areas, including any challenging environments with potential obstacles that may affect signal transmission.
2. **Frequency Band and Licensing:**
Check if the radio operates on an appropriate frequency band for the Department's communication needs. Also, consider any licensing requirements and regulations related to the use of the radio frequencies.
3. **Interoperability:**
Determine whether the radio product can seamlessly integrate with any existing infrastructure, including compatibility with other radios, base stations, and communication systems.
4. **Voice Clarity and Audio Quality:**
Assess the audio quality of the radio product, especially in noisy or challenging environments, to ensure clear and reliable voice communication.
5. **Durability and Build Quality:**
Evaluate the ruggedness and durability of the radio to withstand harsh conditions, impacts, and exposure to dust and water, especially if the radios will be used in outdoor or industrial settings.
6. **Battery Life and Power Management:**
Consider the radio's battery life and power management features to ensure it can support extended usage without frequent recharging or battery replacements.
7. **Security Features:**
Review the radio product's security measures, such as encryption and authentication protocols, to protect communications from unauthorized access or eavesdropping.
8. **Ergonomics and User Interface:**
Evaluate the radio's design and user interface for ease of use and intuitive operation, as well as the availability of essential features and controls.
9. **Scalability:**
Check if the radio system can scale to accommodate future growth and expansion as your department's communication needs evolve.
10. **Emergency Features:**
Assess any built-in emergency features, such as emergency alert buttons or lone-worker safety functions, which may be critical for ensuring the safety of your personnel.
11. **Software and Firmware Updates:**
Inquire about the availability of software updates and firmware upgrades to ensure the radio product remains up to date with the latest features and improvements.
12. **After-Sales Support (line items):**

Evaluate the service provider's after-sales support, including warranty coverage and technical assistance, to ensure smooth operation and timely resolution of any issues.

13. Cost-Effectiveness:

Consider the overall cost of the radio product, including initial investment, maintenance, and support, in relation to its features and benefits.

14. User Reviews and References:

Seek feedback from other departments that have used the same radio product to gain insights into its performance, reliability, and user satisfaction.

15. Service Provider Reputation:

Assess the reputation and experience of the service provider in delivering high-quality Digital Mobile Radio Handheld Devices and their track record in the industry.

16. Functionality:

The Functionality score is subject to the successful completion of a comprehensive demonstration and testing period with device training.

17. Note :

The fine/small print below headings for the requirements may be omitted if this hinders the process in any way, it is merely provided for more insight to the desired specification's features.

By carefully evaluating the Digital Mobile Radio Handheld Device Solution based on these criteria, the Department can make an informed decision that aligns with our department's specific communication requirements and ensures a successful implementation of the radio device.

PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: POCS01- 2025-2026		CLOSING DATE: 12 MAY 2025		CLOSING TIME: 11H00 AM	
DESCRIPTION THE LEASING OF DIGITAL MOBILE RADIO (DMR) HANDHELD DEVICE SOLUTION FOR PERIOD OF 36 MONTHS					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
35 WALE STREET					
CAPE TOWN CBD					
CAPE TOWN					
8001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		ESETHU MAKANDA		CONTACT PERSON	
TELEPHONE NUMBER		021 483 6324		WENDY ARENDSE	
E-MAIL ADDRESS		ESETHU.MAKANDA@WESTERNCAPE.GOV.ZA		TELEPHONE NUMBER	
				021 483 5504	
				E-MAIL ADDRESS	
				WENDY.ARENDSE3@WESTERNCAPE.GOV.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:
					MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

ACREDITATION SYSTEM (SANAS)			
[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]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

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

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

Name of bidder.....	Bid number: POCS 01 -2025 - 2026
Closing Time 11:00	Closing date: 12 MAY 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
			** (ALL APPLICABLE TAXES INCLUDED)

- Required by: Department of Police Oversight and Community Safety

- At:

.....

- Brand and model

- Country of origin

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

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

- Delivery basis

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

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



PROVINCIAL GOVERNMENT WESTERN CAPE

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) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. 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.
5. 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.

6. 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;

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

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“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 an! 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 45 not to do anything. of the, is guilty of the offence of corruption.

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

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“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.

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7. 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.
8. 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.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. 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.
11. 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.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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13. 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		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets 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 you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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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 of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), 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 an organ of state? (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 "RWOEE")	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 (family members) connected to or employees of an organ of state 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 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.

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	
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
<i>(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) 326 5445.)</i>						
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

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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.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution 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, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

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.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS 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:
- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) 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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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 organ of state 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 organ of state.

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 80 for price; and
 - (b) 0 points out of 20 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 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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.
- 6.8 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 20 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 13O 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.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<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 (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<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 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).</p> <p>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.</p>

- 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.