

**PART A  
INVITATION TO BID**

**SBD1**

|   |   |              |  |   |                |
|---|---|--------------|--|---|----------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE)</b>  |   |              |  |   |                |
| BID NUMBER:   | <b>DSAC2023/24-B4</b>   | CLOSING DATE | <b>25<sup>TH</sup> AUGUST 2023</b>                                       | CLOSING TIME:   | <b>11H00AM</b> |
| DESCRIPTION   | APPOINTMENT OF AN INFORMATION COMMUNICATION TECHNOLOGY SERVICE PROVIDER FOR THE PROVISION OF SERVICES FOR INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, VOIP SOLUTION, WI-FI INCLUDING SUPPORT AND MAINTENANCE IN LIBRARIES (LIMPOPO) FOR A PERIOD OF THREE (3) YEARS. |              |  |   |                |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |   |              |  |   |                |
| <b>21 BICCARD STREET, OLYMPIC TOWERS BUIDLING</b>   |   |              |  |   |                |
| <b>DEPARTMENT OF SPORT, ARTS AND CULTURE</b>  |   |              |  |   |                |
| <b>POLOKWANE, 0699</b>  |   |              |  |   |                |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |   |              | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |   |                |
| CONTACT PERSON  | <b>MODIBA M.V / MABASA L</b>  |              | CONTACT PERSON   | <b>KGANAKGA N.R</b>   |                |
| TELEPHONE NUMBER  | <b>015 284 4108 / 4093</b>  |              | TELEPHONE NUMBER   | <b>015 284 4136</b>   |                |
| FACSIMILE NUMBER  | <b>N/A</b>  |              | FACSIMILE NUMBER   | <b>N/A</b>  |                |
| E-MAIL ADDRESS  | <b><a href="mailto:modibav@sac.limpopo.gov.za">modibav@sac.limpopo.gov.za</a><br/><a href="mailto:mabasal@sac.limpopo.gov.za">mabasal@sac.limpopo.gov.za</a></b>  |              | E-MAIL ADDRESS   | <b><a href="mailto:kganakgar@sac.limpopo.gov.za">kganakgar@sac.limpopo.gov.za</a></b>                 |                |
| <b>SUPPLIER INFORMATION</b>   |   |              |  |   |                |
| NAME OF BIDDER  |   |              |  |   |                |
| POSTAL ADDRESS  |   |              |  |   |                |
| STREET ADDRESS  |   |              |  |   |                |
| TELEPHONE NUMBER  | CODE  |              | NUMBER   |   |                |
| CELLPHONE NUMBER  |   |              |  |   |                |
| FACSIMILE NUMBER  | CODE  |              | NUMBER   |   |                |
| E-MAIL ADDRESS  |   |              |  |   |                |
| VAT REGISTRATION NUMBER   |   |              |  |   |                |
| SUPPLIER COMPLIANCE STATUS  | TAX COMPLIANCE SYSTEM PIN:  |              | OR   | CENTRAL SUPPLIER DATABASE No:   | MAAA           |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]  |              | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |                |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |   |              |  |   |                |
| 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**

**SBD1**

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

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

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)**

**SBD3.1**

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

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

|                      |                   |
|----------------------|-------------------|
| Name of bidder.....  | Bid number.....   |
| Closing Time 11:00AM | Closing date..... |

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

| ITEM NO. | QTY | DESCRIPTION   | TOTAL BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) |
|----------|-----|---|--|
| 1        | 1   | APPOINTMENT OF AN INFORMATION COMMUNICATION TECHNOLOGY SERVICE PROVIDER FOR THE PROVISION OF SERVICES FOR INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, VOIP SOLUTION, WI-FI INCLUDING SUPPORT AND MAINTENANCE IN LIBRARIES (LIMPOPO) FOR A PERIOD OF THREE (3) YEARS. | R  |

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery basis .....

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

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

\*Delete if not applicable

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

<sup>1</sup> 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.



**3 DECLARATION**

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     | 90            |
| <b>SPECIFIC GOALS</b>                            | 10            |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) |
|---|---|---|
| Black People  | 05  |   |
| Women   | 01  |   |
| Youth   | 01  |   |
| People living with Disabilities                             | 01  |   |
| Black Military Veterans                                     | 01  |   |
| Rural / Township Business                                   | 01  |   |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –



- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

|                          |   |
|--------------------------|---|
|                          | .....<br><b>SIGNATURE(S) OF TENDERER(S)</b> |
| <b>SURNAME AND NAME:</b> | .....                                       |
| <b>DATE:</b>             | .....                                       |
| <b>ADDRESS:</b>          | .....<br>.....<br>.....<br>.....            |

## Annexure A

# GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

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

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

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



## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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33. National Industrial Participation Programme (NIPP)

## General Conditions of Contract

### 1. Definitions

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

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

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

- 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](http://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** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.





**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

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**DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE**

**TERMS OF REFERENCE NUMBER: DSAC2023/24-B4**

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**DSAC 2023/24-B4: THE APPOINTMENT OF AN INFORMATION COMMUNICATION TECHNOLOGY SERVICE PROVIDER FOR THE PROVISION OF SERVICES FOR INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, VOIP SOLUTION, WI-FI INCLUDING SUPPORT AND MAINTENANCE IN LIBRARIES (LIMPOPO) FOR A PERIOD OF THREE (3) YEARS.**

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**CLOSING DATE: 25<sup>TH</sup> AUGUST 2023**

**CLOSING TIME: 11H00AM**

**BID VALIDITY PERIOD: 120 DAYS**

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**BID BOX ADDRESS:**

**21 BICCARD STREET**

**OLYMPIC TOWERS BUILDING**

**POLOKWANE**

**0699**

## **1. TARGET AREA**

One hundred and twenty-one (121) libraries in Limpopo Province.

## **2. TARGET CLIENTS**

Library users in Limpopo Province.

## **3. PROJECT NAME**

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

## **4. BACKGROUND AND PROBLEM STATEMENT**

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

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

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

The Department require VOIP Telephony services to assist all our libraries with communications over the WAN Infrastructure, a telephone budget management system needs to be in place to assist with expenditure records of all outbound calls.

With the shift towards Bring Your Own Device, "BYOD" we realise that the libraries cannot

afford to offer each and every library patron a workstation. Patrons are encouraged to bring their own devices to access the free internet and allows them to use the internet for unlimited amount of time because they are not expected to share the device with anyone, this is good for students who are doing research or assignments online because there won't be any interruption to their work.

The librarians will print vouchers to access internet and Wi-Fi; these vouchers will assist with controlling internet and Wi-Fi usage. The servers used for the ticket system will not be on site, hence the VPN. The advantage is that the vouchers created can be used at any library or hotspot that is controlled by the voucher system to VPN. Since well access to internet and Wi-Fi should be seen as basic service to the community, vouchers are only to control access to the internet using desktop computers at the libraries and should not be used as a tool to deny people access to the internet.

Now that this solution has been running for over 10 years and with the evolving of technology the Department of Sport, Arts and Culture has decided to put VOIP on top of the network to improve communication between the libraries.

## **5. OBJECTIVE**

To provide Information and Communication Technologies through faster internet connection with Wi-Fi, VOIP and Virtual Private Network to the attached list of sites (libraries) and other sites the Department might build.

This is to make sure access to information and communication system is provided to the community as a basic service through libraries. This will help with the preparation of the 4<sup>th</sup> Industrial Revolution (4IR), our community will have tools that will enable them to start learning about this revolution that is fast approaching. The community will also have an opportunity to start learning and interacting with their tutors through e-learning platforms, this is something that we learnt as a need during COVID-19 pandemic.

## **6. SITUATIONAL ANALYSIS**

- There are currently 106 libraries with internet services, Wi-Fi and on a virtual private network.
- All sites have LAN infrastructure and using POE switches.
- The sites are currently connected on Fibre, Microwaves, VSAT, ADSL and LTE to enable full internet connectivity to different geographic areas.
- All the sites have 180 metres radius Wi-Fi access points and are monitored centrally using a network management tool.
- Desktop computers are currently running on Linux and Microsoft Operating System that requires faster connectivity.

## **7. REQUIREMENTS AND SCOPE OF WORK**

### **WAN, VPN, Internet, VOIP solution and Voucher System**

- The Department require speeds of 20Mbps to 50Mbps dedicated per site with a provision to increase the speed where required. See attached list of libraries with speeds required for each library. Internet access should be uncapped and unshaped.
- Internet connectivity should have prescribed speed to accommodate internet browsing of a minimum of 60 devices or more including VOIP calls.

- Connectivity should be Dedicated, Uncontended and Unshaped. Fibre, Microwave, ADSL, VSAT and LTE's mediums should be used. **N.B VSAT links should not be more than 10% of the total number of libraries.**
- Bidders are expected to conduct their own feasibility study before bidding. Successful bidder is required to ensure that all sites are installed and operational within a period of two months.
- Web-based Dynamic bandwidth management system to show usage, reports, bandwidth speed and connection status for all sites, the pool of bandwidth must be able to grow in line with the number of sites. New libraries will be connected as and when they are ready.
- Once the system is operational the service provider should be able to advise the department on which libraries and hotspots needs capacity upgrades to avoid network congestion.
- Virtual Private Network (VPN)
  - Web Content Filtering – to block users from browsing restricted websites.
  - Hosted server or Cloud for remote deployment.
  - Internet Café Voucher System – This can be a RADIUS server used for AAA authentication, authorization and account to give users access to the internet through vouchers or any time-based mechanism.
  - Bandwidth and Time Limit Quota through the Internet Café Voucher System to allow people who are using desktop computers at the libraries to give other people who don't have their own devices the opportunity to use the internet once the voucher has expired.
- Firewall Services to govern and protect the Network.
- Design, provide, implement, test and commissioned Internet and VOIP ready WAN network.
- Configuring of Quality of Service and Class of Service on WAN to accommodate VOIP.
- Real time monitoring and reporting. The system must display the status of the sites via web portal accessible by client.
- The number of VSAT sites should not exceed 10% of the total sites, however on sites where bidder intends to install VSAT a detailed written motivation must be submitted to the department for approval.
- Service provider to setup WI-FI connectivity in the libraries and Access Points must support dual concurrent, dual-band 802.11ac/an/b/g/n connectivity.
- Access Point should be available with internal and external antenna options.
- Access Point must support Power Over Ethernet (POE) and Plug and Play installation.
- WIFI connectivity in the libraries of a minimum of 180m radius.
- The service provider must have a fully functional office in Limpopo Province and provide Project, Service and Technical Managers with six IT Technicians for technical support within the districts.
- The service provider must have 6 cars to cover each district for installation, support and maintenance for the period of the contract.
- The equipment will be maintained by the service provider in strict accordance with manufacturer's guidelines.
- The service provider will be required to replace permanently damaged equipment within a maximum of three working days.
- The service provider should have a fully operational Help Desk to log calls received, providing a call reference number to the Department for each call logged. Minimum time to respond is 4 hours and minimum time to resolve 24 hours.
- The service provider will be required to sign a Service Level Agreement (SLA) with the Department.
- The Department is not expecting bidder to have any downtime of services during the implementation of the new service.



## **VOIP Services**

The following features should be included in the system.

- Incoming and outgoing calls.
- Voicemail.
- IVR.
- Budgeting/Billing system (Telephone Management System) including installation, configuration, and licenses.
- Call holding and transfer.
- Conference call.
- Flash Operator Panel (FOP).
- Pin codes should be configured for all users to dial external numbers with budgeting and blocking features.
- Music on hold.
- Simple Administration module.
- All types of Reporting.
- Comprehensive search, Per Agent or User ID, Queue, call duration, call date and time.
- Report presentation format: Graphics, Tables (csv, pdf) and Real-time monitor or scheduled, multiple email reports.
- Real-time "white boarding" Queue Summary, Agent status per Queue, Whisper and Listen feature.
- The Department require on-premises equipment for VOIP to allow the efficiency of users on the local network making local and internal calls without incurring any charges. The amount of 124 000 minutes for outgoing calls should be allocated per month.
- Incorporate all district offices numbers on the VOIP System.

## **VOIP Equipment**

- On Prem PBX Server = 1 (1 x in Head Office)
- On Prem Gateways = 7 (1 x in Head Office and 6 x in District Office)
- On Prem TMS Server = 1 (1 x in Head Office)
- IP Executive Phones = 6 (1 x per District Offices)
- IP Standard Phones = 242 (2 x per District Office)
- Switchboards with Headphones = 6 (1 x per District Office)

## **8. DURATION OF CONTRACT**

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

## **9. PROPOSAL FORMAT AND DOCUMENTS TO BE SUBMITTED**

### **9.1 Proposal Format**

- Official bid documents
- Company profile
- Methodology/ Detailed Project plan and milestones (Comprehensive plan of the work to be executed.). This must include a detailed plan showing how the bidder is planning to mitigate service disruption during Loadshedding. The plan should also

- show the timelines for the procurement of equipment, delivery, and installations.
- Comprehensive CVs of key staff including qualifications.

## 10. BRIEFING SESSION

There will be compulsory briefing session.

## 11. TIMELINE OF THE BID PROCESS

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

### **Advertisement of bid on Tender Bulletin and e-portal.**

04<sup>th</sup> August 2023

### **Bid closing date.**

25<sup>th</sup> August 2023 at 11:00am

### **Compulsory briefing session date and venue.**

14<sup>th</sup> August 2023 at 10h00

### **Briefing Session Venue.**

21 Biccard Street, Olympic Towers Building, Department of Sport, Arts and Culture

## 12. CONTACT AND COMMUNICATION

- A nominated official of the bidder(s) is/are encouraged to communicate via email to **Mr Kganakga R** at email address: [kganakgar@sac.limpopo.gov.za](mailto:kganakgar@sac.limpopo.gov.za) and/or **015 284 4136** and telephonic enquiry is discouraged in that regard. The delegated office of the Department may communicate with Bidder(s) where clarity is sought in the bid proposal.
- Any communication to an official or a person acting in an advisory capacity for Department in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- All communication between the Bidder(s) and the department must be done in writing.
- If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder(s) must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any)



- Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

### **13. RESERVATION OF RIGHTS**

The Department reserves the right to -

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

### **14. BID ACCEPTANCE**

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

### **15. TERMINATION OF CONTRACT**

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

- has failed to comply with any legal or policy requirement in order to enter into a valid contract with the Department, including but not limited to any public servant constituting or in the employ of the bidder or Service Provider not having the necessary permissions or authorisation in terms of the Public Service Act, or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;
- has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any state institution, government department, provincial administration or public entity;
- after notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement;
- has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to -
  1. refrain from bidding for this contract; or
  2. bid at an agreed price.



3. breaches any applicable legislation.
- The Department may immediately terminate the contract if any of the following circumstances occur or exist, if the Service Provider:
    1. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
    2. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
    3. breaches this contract during the contract period.

## **16. INVOICES AND PAYMENTS**

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

## **17. CONFLICT OF INTERESTS**

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

## **18. COSTS INCURRED BY BIDDER**

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

## **19. BID BINDING UPON SERVICE PROVIDER**

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

## **20. LIABILITY**

The Service Provider is responsible and liable for-

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

## **21. GENERAL**

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

## **22. PROTECTION OF RIGHTS**

- If the Service Provider fails to comply either timeously or at all with any obligation imposed upon it by this contract, the Department may, without prejudice to any of its rights, effect such compliance, and claim damages from the Service Provider of an

amount equal to the expense actually incurred by the Department in enforcing such compliance. The Department may, at its sole discretion, set-off such claim for damages against any payment due to the Service Provider.

- The Service Provider will have no claim against nor defence to any claim by the Department arising out of any act or omission on the part of the Department arising from or connected with effecting or attempting to affect such compliance or, even if the Department has undertaken to effect such compliance and then.

## 23. EVALUATION CRITERIA

The bid will be evaluated in three (3) phases as follows: -

Phase 1: Administrative Compliance

Phase 2: Functionality Compliance

Phase 3: Price and Specific Goals

### **Completion of bid document**

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

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

### **PHASE 1: DOCUMENTS THAT MUST BE SUBMITTED FOR ADMINISTRATIVE COMPLIANCE.**

Bidders must attach the following documentation. Non submission of the required documents will result in disqualification **(NB: The name of the bidder in the attachments should correspond with the name used in SBD 1 herein)**

**TABLE 1: ADMINISTRATIVE BID DOCUMENTS THAT MUST BE COMPLETED, SIGNED, INITIALED AND SUBMITTED.**

**TABLE 1.1: ADMINISTRATIVE REQUIREMENTS**

| <b>Document that must be submitted</b> | <b>Non-submission and compliance will result in disqualification</b>   |
|--|--|
| Invitation to Bid – SBD 1              | Complete, sign and initial   |
| SBD 3.1 Pricing Schedule – Firm Prices | Complete, sign and initial   |
| Declaration of Interest – SBD 4        | Complete, sign and initial<br><b>NB: DECLARE ALL BUSINESS INTERESTS</b>  |
| Preference Point Claim Form – SBD 6.1  | Complete, sign and initial   |
| Quotation                              | Quotation on the company letterhead and signed; and it must have the following: - quotation number, quotation date, quotation validity period of 120 days. |

**TABLE 1.2: MANDATORY REQUIREMENTS THAT MUST BE SUBMITTED.**

| <b>Document that must be submitted</b>  | <b>Non-submission and compliance will result in disqualification</b>   |
|---|--|
| Registration on Central Supplier Database (CSD)   | Bidder(s) must be registered on the National Treasury Central Supplier Database (CSD). Attach CSD report.  |
| Tax compliant   | To be verified on National Treasury's Central Supplier Database. Attach SARS Pin   |
| Electronic Communications Network Service license or certificate (ECNS or CECS) issued by ICASA for the company   | Attach valid certified copy, not older than three months   |
| Financial capability  | Attach bank guarantee letter of seven million rands (R7,000,000.00) from financial institution accredited by National Credit Regulator (NCR), not older than one month of the date the bid was advertised. |
| Stamped proof of ownership of at least six (6) utility vehicles to show that bidders have own reliable transport to cover the sites for installation and support. | Valid certified proof of ownership or lease agreement, not older than one month of the date the bid was advertised, these vehicles are to cover all 6 districts of the department.                         |
| ICASA Type Approval Certificates for Both PBX and VOIP Gateway (Company or Distributor)   | Attach both valid copies of the licenses from your company or distributor.   |
| OEM Letters for the Server and Firewall   | Attach both valid copies of the letters in your company name.  |
| Distributor/OEM Letters as Resellers for IP Phones and Access Points.   | Attach both valid copies of the letters stating that your company is an accredited reseller.   |



## PHASE 2: FUNCTIONALITY COMPLIANCE

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

| Criteria  | Sub-Criteria  | Weight of Criterion  | Bidder Score |
|---|---|--|--------------|
| <b>Company Experience and Track Record</b><br>Attach contactable reference letters with your client's letterhead from government entities or departments or municipalities or private institutions (not older than 6 months). | Reference letters covering Network, Internet, WI-FI, Access Points and Firewall Services.   | <b>20 points</b><br>5 Letters = 20 Points<br>3-4 Letters = 10 Points<br>1-2 Letters = 5 Points<br>0 Letter = 0 Point |              |
| <b>Company Experience and Track Record</b><br>Attach contactable reference letters with your client's letterhead from government entities or departments or municipalities or private institutions (not older than 6 months). | Reference letters covering VOIP Telephony Services.   | <b>20 points</b><br>4 Letters = 20 Points<br>2-3 Letters = 10 Points<br>1 Letter = 5 Points<br>0 Letter = 0 Point    |              |
| <b>Detailed High Level Project Plan and Methodology</b> showing implementation in all the libraries including site surveys. The plan should also show the timelines for the entire project.                                   | Plan and Methodology on how to provide the required services (Internet, Vouchers, WAN, VPN and VOIP Services) within a two months period on all libraries without downtime. | <b>20 points</b><br>2 months or less = 20 points<br>No timelines = 0 point   |              |
| <b>Key Staff CV Project Manager</b><br>5+ years of experience (post certification)  | Project Manager required for the initial implementation of the project: Must have Prince2/PMP certification   | <b>10 points</b><br>Prince2/PMP certificate = 10 Points<br>No Certificate = 0  |              |
| <b>Key Staff CV Service Delivery Manager</b><br>5+ years of experience (post certification)   | Service Delivery Manager to manage the contract for the full duration (36 months) for SLA Meetings, helpdesk calls and updates.   | <b>10 points</b><br>IT Diploma/Degree = 10 Points<br>Certificates = 5 Points   |              |

|  |  |  |  |
|--|--|--|--|
|  | Must have IT Diploma/Degree, Service Desk Certificate, ITIL Certificate etc.   | Nothing = 0 Point  |  |
| <b>Key Staff CV</b><br><b>Technical Manager</b><br><b>5+ years of experience</b> | Technical Manager to assist with all technical support issues and assigning Technicians to Districts for issue resolutions and voucher allocations.<br><br>Must have IT Diploma/Degree, Cloud Platform Certificate (MsAzure/AWS), Firewall Certificate, Wi-Fi AP Specialist Certificate etc. | <b>10 points</b><br><br>IT Diploma/Degree = 10 Points<br><br>Certificates = 5 Points<br><br>Nothing = 0                      |  |
| <b>Key Staff CV</b><br><b>6x Technicians</b>                                     | Attach 6 CVs of technicians and their qualifications to cover the 6 Districts. Include 2 Firewall certificates for at least 1 Senior technician plus 1 Wi-Fi AP Specialist Certificate for another technician etc.   | <b>10 points</b><br><br>6 CVs and above, Firewall Certificates and 1 Wi-Fi AP Certificate = 10 Points<br><br>No CV = 0 Point |  |
| <b>Total</b>   |  | <b>100</b>   |  |

### PHASE 3: PRICE AND SPECIFIC GOALS EVALUATION

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

Points for this tender shall be awarded for:

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

The maximum points for this tender are allocated as follows:

|  | POINTS     |
|--|------------|
| PRICE  | 90         |
| SPECIFIC GOALS                                   | 10         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) |
|---|---|---|
| Black People  | 05  |   |
| Women   | 01  |   |
| Youth   | 01  |   |
| People living with Disabilities                             | 01  |   |
| Black Military Veterans                                     | 01  |   |
| Rural / Township Business                                   | 01  |   |

## 24. CONFLICT OF INTEREST

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

## 25. GLOSSARY

### Acronyms and abbreviations

|      |  |
|------|--|
| BYOD | Bring Your Own Device                    |
| VPN  | Virtual Private Network                  |
| ICT  | Information Communication and Technology |
| POE  | Power Over Ethernet                      |

|             |                                    |
|-------------|------------------------------------|
| <b>FOP</b>  | Flash Operator Panel               |
| <b>IVR</b>  | Interactive Voice Response         |
| <b>SLA</b>  | Service Level Agreement            |
| <b>VSAT</b> | Very Small Aperture Terminal       |
| <b>VOIP</b> | Voice Over Internet Protocol       |
| <b>WAN</b>  | Wide Area Network                  |
| <b>LAN</b>  | Local Area Network                 |
| <b>ADSL</b> | Asymmetric Digital Subscriber Line |
| <b>LTE</b>  | Long Term Evolution                |

**DSAC 2023/24-B4: THE APPOINTMENT OF AN ICT SERVICE PROVIDER FOR THE PROVISION OF SERVICES FOR INTERNET CONNECTION, VIRTUAL PRIVATE NETWORK SERVICES, VOIP SOLUTION, WI-FI INCLUDING SUPPORT AND MAINTENANCE IN LIBRARIES (LIMPOPO) FOR A PERIOD OF THREE YEARS.**





# LIMPOPO

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

## DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

### LIST OF LIBRARIES WITH INTERNET SPEED AND GPS COORDINATES

| Tzaneen District Libraries |                    |        |                              |
|----------------------------|--------------------|--------|------------------------------|
| Item No.                   | Library            | Speed  | GPS Coordinates              |
| 1                          | Tzaneen District   | 50mbps | 23°49'59.0"S 30°09'06.4"E    |
| 2                          | Tzaneen Public     | 40mbps | 23°49'39.26"S 30°9'31.79"E   |
| 3                          | Drakensig          | 20mbps | 24°20'39.0"S 30°56'01.6 "E   |
| 4                          | Haenertsburg       | 20mbps | 23°56'24.94"S 29°56'28.26"E  |
| 5                          | Hoedspruit         | 30mbps | 24°21'07.0"S 30°56'49.1"E    |
| 6                          | Kgapane            | 20mbps | 23°38'44.6"S 30°16'43.7"E    |
| 7                          | Letsitele Public   | 20mbps | 23°53'25.7"S 30°23'05.7"E    |
| 8                          | Metz Public        | 30mbps | 24°14'37.86"S 30°28'23.54"E  |
| 9                          | Modjadjiskloof     | 20mbps | 23°41'45.1"S 30°08'11.1"E    |
| 10                         | Mulati             | 20mbps | 23°56'36.1"S 30°24'20.4"E    |
| 11                         | Shiluvane          | 20mbps | 24°02'14.6"S 30°16'28.9"E    |
| 12                         | Soetfontein Public | 20mbps | 23°22'03.2"S 30°09'46.8"E    |
| 13                         | Maphalle           | 20mbps | 23°38'71.20"S 30°36'13.85 "E |
| 14                         | Mokwakwaila        | 20mbps | 23°31'21.7"S 30°25'28.9"E    |
| 15                         | Sekgopo            | 20mbps | 23°36'22.1"S 30°00'02.2"E    |
| 16                         | Timamogolo         | 20mbps | 24°13'15.2"S 30°26'21.9"E    |
| 17                         | Shotong            | 20mbps | 23°41'45.1"S 30°08'11.1"E    |
| 18                         | Senwamokgope       | 20mbps | 23°24'20.4"S 30°09'24.4"E    |
| 19                         | Motupa             | 20mbps | 23°28'41.6"S 24°16'43.8"E    |
| Mopani District Libraries  |                    |        |                              |
|                            | Library            | Speed  | GPS Coordinates              |
| 20                         | Giyani District    | 50mbps | 23°19'06.1"S 30°43'13.6"E    |
| 21                         | Giyani Public      | 30mbps | 23°18'37.2"S 30°41'30.8"E    |
| 22                         | Gravellote         | 20mbps | 23°57'06.5"S 30°36'45.0"E    |
| 23                         | Leboneng           | 20mbps | 23°55'57.1"S 31°02'00.8"E    |
| 24                         | Makhuva            | 20mbps | 23°34'55.6"S 30°58'04.1"E    |

### LIST OF LIBRARIES WITH INTERNET SPEED AND GPS COORDINATES



|    |                                      |              |                                  |
|----|--------------------------------------|--------------|----------------------------------|
| 25 | Muyexe                               | 20mbps       | 23°11'21.8"S 30°55'06.4"E        |
| 26 | Rixile                               | 20mbps       | 23°51'59.6"S 31°05'01.5"E        |
| 27 | Selwane                              | 20mbps       | 23°29'51.5"S 31°00'51.1"E        |
| 28 | Xihlovo                              | 20mbps       | 23°28'59.2"S 30°52'29.2"E        |
| 29 | Zamani Nkuri                         | 20mbps       | 23°15'11.2"S 30°32'22.9"E        |
| 30 | Phalaborwa                           | 20mbps       | 23°57'02.2"S 31°08'10.9"E        |
| 31 | Mavalani                             | 20mbps       | 23°12'52.3"S 30°42'34.9"E        |
| 32 | Runnymede                            | 20mbps       | 23°39'38.5"S 30°26'42.5"E        |
| 33 | Makhuva                              | 20mbps       | 23°49'50.5"S 24°26'30.2"E        |
|    | <b>Capricorn District Libraries</b>  |              |                                  |
|    | <b>Library</b>                       | <b>Speed</b> | <b>GPS Coordinates</b>           |
| 34 | DSAC Library                         | 50mbps       | 23°28'14.3"S 29°49'00.3"E        |
| 35 | Capricorn District                   | 50mbps       | 23°53' 55.36"S 29° 28'7.18" E    |
| 36 | Polokwane City                       | 50mbps       | 23°54'28.0"S 29°27'15.1"E        |
| 37 | Aganang                              | 20mbps       | 23°44' 6.00" S 29° 3'4.79" E     |
| 38 | Alldays                              | 20mbps       | 22°40' 57.68"S 29° 6'8.94" E     |
| 39 | Ga-Molepo                            | 20mbps       | 24°01'59.1"S 29°44'33.7"E        |
| 40 | Lebowakgomo                          | 30mbps       | 24°15'04.0"S 29°38'08.9"E        |
| 41 | Mankweng                             | 30mbps       | 23°52'48.94"S 29°42'2.20"E       |
| 42 | Mogwadi                              | 20mbps       | 23°22'0.16"S 29°19' 28.34"E      |
| 43 | Moletjle                             | 20mbps       | 23° 44' 9.96" E 29° 18' 10.8"    |
| 44 | Morebeng                             | 20mbps       | 23°29'43.29" S 29° 55' 44.55" E  |
| 45 | Siloe                                | 20mbps       | 24°11'00.0"S 29°27'46.6"E        |
| 45 | Nirvana                              | 20mbps       | 23°54'54.2"S 29°26'23.5"E        |
| 46 | Seleteng                             | 20mbps       | 24°17'17.9"S 29°38'33.8"E        |
| 47 | Seshego                              | 30mbps       | 23°51'29.44"S 29°23'53.77"E      |
| 48 | Fedile                               | 20mbps       | 24°02'33.7"S 30°16'27.7"E        |
| 49 | Ramokgopa                            | 20mbps       | 23°28'14.3"S 29°49'00.3"E        |
| 50 | Westernburg                          | 20mbps       | 23°54'17.0"S 29°25'48.6"E        |
| 51 | Eldorado                             | 20mbps       | 22°58'46.6"S 28°55'48.0"E        |
| 52 | Senwabarwana                         | 30mbps       | 23°17'12.66"S 29°07'55.70"E      |
|    | <b>Sekhukhune District Libraries</b> |              |                                  |
|    | <b>Library</b>                       | <b>Speed</b> | <b>GPS Coordinates</b>           |
| 53 | Sekhukhune District                  | 50mbps       | 24°18'26.0"S 29°28'51.6"E        |
| 54 | Burgersfort Tubatse                  | 20mbps       | 24°40'26.6"S 30°19'44.4"E        |
| 55 | Fetakgomo                            | 20mbps       | 24° 25' 6.03" S 29° 46' 59.29" E |
| 56 | Ga-Mapodile                          | 20mbps       | 24°43'51.3"S 30°08'02.2"E        |
| 57 | Ga-Phaahla                           | 20mbps       | 24°41'22.3"S 29°44'07.8"E        |

**LIST OF LIBRARIES WITH INTERNET SPEED AND GPS COORDINATES**

|                                     |                            |              |                                   |
|-------------------------------------|----------------------------|--------------|-----------------------------------|
| 58                                  | Groblersdal                | 30mbps       | 25°09'55.1"S 29°23'47.0"E         |
| 59                                  | Jane Furse                 | 20mbps       | 24°44'17.8"S 29°50'18.8"E         |
| 60                                  | Marble Hall                | 20mbps       | 24° 58' 02.8" S 29° 17' 17.35" E  |
| 61                                  | Orighstad                  | 20mbps       | 24° 44' 45.56" S30° 34' 44.36" E  |
| 62                                  | Phatanswane                | 20mbps       | 24° 55' 18.90" S 29° 52' 58.68" E |
| 63                                  | Rossenekal Library         | 20mbps       | 25° 11' 32.3" S 29° 52' 58.68" E  |
| 64                                  | Vlakfontein                | 20mbps       | 25° 00' 46.9" S 29° 39' 21.9" E   |
| 65                                  | Phokwane Library           | 20mbps       | 24°51'56.45"S 29°45'10.44"E       |
| 66                                  | Sekhukhune Public Library  | 20mbps       | 24°02'33.7"S 30°16'27.7"E         |
| 67                                  | Matlerekeng Public Library | 20mbps       | 24.77165,29.98280 E               |
| 68                                  | Tokkinhan                  | 20mbps       | 24.98064,29.04755 "E              |
| 69                                  | Practiser                  | 20mbps       | 24.53907,30.32062 "E              |
| 70                                  | Ga-Makua                   | 20mbps       | 24.73227,29.99197 "E              |
| 71                                  | Thusong Centre             | 20mbps       | 24.72982,30.13309 "E              |
| 72                                  | Sefateng                   | 20mbps       | 24.28065,29.86176 "E              |
| 73                                  | Atok                       | 20mbps       | 24.30107,29.89011 "E              |
| 74                                  | Leboneng                   | 20mbps       | 24.74419,30.13837"E               |
| <b>Waterberg District Libraries</b> |                            |              |                                   |
|                                     | <b>Library</b>             | <b>Speed</b> | <b>GPS Coordinates</b>            |
| 75                                  | Waterberg District         | 50mbps       | 24°42'13.9"S 28°24'14.9"E         |
| 76                                  | Modimolle Public           | 20mbps       | 24°42'12.52"S 28°24'21.49         |
| 77                                  | Mookgophong Town           | 20mbps       | 24°30'55.83"S 28°42'43.99         |
| 78                                  | Mogalakwena                | 30mbps       | 24° 11' 5.46" S 29° 0' 32.08" E   |
| 79                                  | Thabazimbi                 | 20mbps       | 24° 35' 50.17" S 27° 24' 27.32" E |
| 80                                  | Babirwa                    | 20mbps       | 24° 10' 58.72" S 29° 0' 35.21" E  |
| 81                                  | Bakgoma                    | 20mbps       | 23°32'38.9"S 28°49'13.7"E         |
| 82                                  | Bela-Bela Town             | 20mbps       | 24°53'05.7"S 28°17'27.8"E         |
| 83                                  | Lephalale Public           | 20mbps       | 23°41'12.2"S 27°41'48.5"E         |
| 84                                  | Mahwelereng Public         | 20mbps       | 24°08'42.4"S 28°58'44.3"E         |
| 85                                  | Marapong                   | 20mbps       | 23° 39' 22.52" S 27° 37' 27.89" E |
| 86                                  | Northam                    | 20mbps       | 24° 57' 5.18" S 27° 16' 11.56" E  |
| 87                                  | Rapotokwane                | 20mbps       | 25°07'26.9"S 28°38'58.2"E         |
| 88                                  | Roedtan                    | 20mbps       | 24° 36' 4.28" S 29° 4' 50.92" E   |
| 89                                  | Shongoane                  | 30mbps       | 23°33'04.3"S 28°05'49.6"E         |
| 90                                  | Thabo Mbeki/Witpoort       | 20mbps       | 23°20'39.2"S 28°00'56.6"E         |
| 91                                  | Vaalwater                  | 20mbps       | 24° 17' 34.87" S 28° 7' 13.69" E  |
| 92                                  | Mahlabathini               | 20mbps       | 23°49'36.3"S 28°48'26.5"E         |
| 93                                  | Phagameng                  | 20mbps       | 24°41'53.6"S 28°26'05.0"E         |

**LIST OF LIBRARIES WITH INTERNET SPEED AND GPS COORDINATES**



|     |                                  |              |                                  |
|-----|----------------------------------|--------------|----------------------------------|
| 94  | Regorogile                       | 30mbpps      | 24°35'28.7"S 27°23'28.2"E        |
| 95  | Bekenberg                        | 20mbps       | 23.86447,28.75597"E              |
| 96  | Bela Bela Township               | 20mbps       | 24.85130,28.29218"E              |
| 97  | Mookgophong modular              | 20mbps       | 24.51530,28.71255"E              |
| 98  | Mookgopong township              | 20mbps       | 23.49166,28.65966."E             |
| 99  | Botshabelo                       | 20mbs        | 24.46529,28.862531"E             |
|     | <b>Vhembe District Libraries</b> |              |                                  |
|     | <b>Library</b>                   | <b>Speed</b> | <b>GPS Coordinates</b>           |
| 100 | Vhembe District                  | 50mbps       | 22°56'45.9"S 30°29'11.1"E        |
| 101 | Thulamela                        | 40mbps       | 22°59'02.5"S 30°27'34.3"E        |
| 102 | Mukondeni                        | 20mbps       | 23° 15' 21.37" S 30° 6' 14.66" E |
| 103 | Musina Nancefiled                | 20mbps       | 22°19'51.7"S 30°02'09.2"E        |
| 104 | Musina Public                    | 20mbps       | 22°21'5.62"S 30°2'22.88"E        |
| 105 | Mutale                           | 20mbps       | 22°44'55.95"S 30°31'30.11"E      |
| 106 | Nzhelele                         | 20mbps       | 22°53'52.8"S 30°01'36.4"E        |
| 107 | Masisi                           | 20mbps       | 22°25'05.1"S 30°52'08.0"E        |
| 108 | Ntsako                           | 20mbps       | 23°02'51.1"S 30°45'36.2"E        |
| 109 | Makhado                          | 20mbps       | 23°02'36.0"S 29°54'32.1"E        |
| 110 | Saseleman                        | 20mbps       | 22°49'47.2"S 30°51'27.7"E        |
| 111 | Makahlule                        | 20mbps       | 22°55'31.3"S 30°54'59.9"E        |
| 112 | Vuwani                           | 20mbps       | 23°07'45.7"S 30°25'17.2 "E       |
| 113 | Khubvi                           | 20mbps       | 22°49'43.8"S 30°33'21.9"E        |
| 114 | Litshovu                         | 20mpbs       | 23°06'09.3"S 29°48'01.2 "E       |
| 115 | Tshikonelo                       | 20mbps       | 22.87745,30.72093 "E             |
| 116 | Masia                            | 20mbps       | 23.21692,30.32990 E              |
| 117 | Oliphantshoek                    | 20mbps       | 23.34937,30.27854 E              |
| 118 | Tshitale                         | 20mbps       | 23.35839,29.98870 E              |
| 119 | Vleifontein                      | 20mbps       | 23.21374,29.99218 E              |
| 120 | Tshaulu                          | 20mbps       | 22.80492,30.75301 E              |
| 121 | Manendzhe                        | 20mbps       | 23.18432,30.16910"E              |

**LIST OF LIBRARIES WITH INTERNET SPEED AND GPS COORDINATES**