



DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE
 ISEBELEZEMIDLALO, ULONWABO, UBUGCISA NENEKUCUBEKO
 LEFAPHA LA DIPAPADI, BOIKGATHOLLO, BONONO LE BOTJHABA
 DEPARTEMENT VAN SPORT, ONTSPANNING, KUNS EN KULTUUR



**DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE
 INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE DEPARTMENT OF
 SPORT, RECREATION, ARTS & CULTURE STATED HEREIN UNDER**

Bid No.	SCMU14-24/25-0010	
Bid Description.	Appointment of a panel of service providers for Leasing of Computers for a period of five (5) years to the department of Sport, Recreation, Arts and Culture Eastern Cape.	
The successful bidder will be required to fill in and sign a written Contract Form (SBD 7)		
Details of non-compulsory Pre-Bid Information meeting: -	Venue: - Date & Time: -	Non-compulsory Bid Briefing will be provided as follows: Venue: Virtual Platform Date : 12-09-2024 Time: 14H:00
Specification:	Name:	Mr. N. H Mtamzeli
	Telephone & Cell Numbers:	043 – 492 1310 / 066 474 2755
Bid Procedures:	Names:	Mr. M. Maqubela
	Telephone No:	043 492 0232
Closing time and date:	Time and Date:	02 October 2024 at 11H00
	Condition	Bid received after the closing time and date are late and will as a rule not to be accepted for consideration. Bids should be in a sealed envelope clearly marked with the above bid number, description, and Department of Sports, Recreation, Arts and Culture's name.
Delivery address and conditions for delivery of bids: -		
	Delivery address:	Supply Chain Management Unit, Department of Sport, Recreation, Arts and Culture. Wilton Mkwai building, No.5 Eales Street, buffalo road, King Williams town
		Bidders should ensure that the bids are delivered timeously to the correct address. The bid box will be open from 8h00 to 16H30 Monday to Thursday and 8H00 to 16H00 on Friday.
<ul style="list-style-type: none"> • The SBD 1 and all other application forms attached must be completed and signed in the original that is in ink. • Forms with photocopied signatures or other such reproduction of signatures will be rejected. • Bids by telegram, facsimile or other similar apparatus will not be acceptable for consideration. 		



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Iphondo LweMpuma – Koloni Province of the Eastern Cape Provinsie Oos – Kaap

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1 DEFINITIONS

- 1.1 The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.
- 1.2 In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

Department	means the Eastern Cape Department Sports Recreation, Arts and Culture acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none"> o The cover page and the table of content and definitions o Part 1 which details the Specifications relating to the Technology / Services o The Conditions of Bid; o The Conditions of Contract and Operational Requirements. o ALL the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in this bid document



PART 1

Conditions of Bid

1. OFFER AND SPECIAL CONDITIONS

- 1.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached with its bid. Bidders must take careful note of the special conditions.
- 1.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**
- 1.3 In the event that any form or certificate provided in the bid document of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

2. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

- 2.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 2.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 2.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

3. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

BID BRIEFING

See the details of bid briefing on the cover page of the bid.



5. PREFERENCE POINTS CLAIM FORMS

Part _ contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

6. PRICING

6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached which completed form/s must be submitted together with the bid documents. **It is a requirement of this bid that the bid price is firm i.e. NO ROE CLAIMS**

6.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.**

6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form

6.4 QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached, if no details are included in the bid, it would be accepted that the bidder does not have experience.

7. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached

8. CONSORTIUMS

8.1 It is recognized that bidders may wish to form consortia to provide the Services.

8.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

8.3 It shall be signed so as to be legally binding on all consortium members;

8.4 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;



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8.5 The lead member shall be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the consortium;

8.6 A copy of the agreement entered into by the consortium members shall be submitted with the bid, otherwise the Bid will be disqualified.

9. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached

10. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached.

11. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the services are to be provided (see Part 3 of this invitation to bid). These details should be provided on the form attached which completed form, must be submitted together with the bid.

12. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions.

13. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (ninety)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

14. ACCEPTANCE OF BIDS

The State, the Eastern Cape Provincial Government, the Department of Sports, Recreation, Arts and Culture and(as the case may be) does not bind itself to accept either the lowest or



any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State,

the Eastern Cape Provincial Government, the Department,(as the case may be) of certain requirements which the State, the Eastern Cape Provincial Government, the Department, (as the case may be) considers to be of minor importance and not complied with by the bidder.

15. NO RIGHTS OR CLAIMS

15.1 Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of or against the State, the Eastern Cape Provincial Government, and the Department. The State, the Eastern Cape Provincial Government, and the Department (as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any services or combination of services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

15.2 Neither the State, the Eastern Cape Provincial Government, the Department, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

16. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

16.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the Department.

16.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

17. ACCURACY OF INFORMATION

17.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the Department nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the



information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

- 17.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

18. COMPETITION

- 18.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 18.2 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 18.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 18.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

19. RESERVATION OF RIGHTS

- 19.1 Without limitation to any other rights of the Department (whether otherwise reserved in this invitation to bid or under law), and the Department expressly reserves the right to:-
- 19.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 19.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 19.4 Reject all responses submitted by bidders and to embark on a new bid process.



Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Department and shall continue in force for the period of **thirty-six (36) months**.

2. FEES AND CHARGES

- 2.1 The stipulated bid prices shall be fixed (firm) for the duration of contract.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the Department disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, Department shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

2 GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- 3.1 **The Department's operational requirements.** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the Department and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 3.2 **Problem identification and reporting.** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the Department. Without detracting from the generality of this statement, contractor shall:-
 - 3.3 Without delay inform the Department and the appointed Department Technical Support Manager, of all incidents or accidents which may occur which involve contractor's personnel;
 - 3.4 Co-operate fully with the Department and its appointed Technical Support Manager in analyzing and investigation such incidents or accidents.
- 2.5 **Other Service Providers** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the Department, co-operate fully with such persons.
- 2.6 **Regulations and statutes** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.



2.7 **Compliance with procedures.**

- 3.8 Manager is recorded that during the currency of the contract the Department may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.
- 3.9 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.10 should the Department at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the Department shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.
- 3.11 **Contractor's procedures** The contractor shall, upon receipt of written request from the Department or its appointed Technical Support Manager provide the Department with copies of all contractor's operating procedures and processes relating to the Services;
- 3.12 **Provision of Services in clean and tidy manner.** The contractor shall ensure that the Services are provided in a clean and tidy manner.

4. **HAZARDOUS MATERIALS**

The contractor will be held liable for any expenses that may be incurred by the Department as a result of damage to property and injury to personnel as a result of poor quality products.

5. **FIRE RISKS**

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the Department and take such remedial action as may be necessary.

6. **ENERGY MANAGEMENT**

The contractor shall comply fully with the energy management strategy implemented in the Department from time to time and shall provide the Services in an energy efficient manner.

7. **OCCUPATIONAL HEALTH AND SAFETY**

- 7.1 In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;



7.2 The contractor:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the Department in covering letter relating to health and safety and will inform the Department immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8 SERVICE LEVEL AGREEMENT

It is recorded that the Department and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9 PERFORMANCE MEASUREMENT PROVISIONS

9.1 *Introduction.*

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

9.2 **Compliance.** For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by contractor;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by Department



- by means of service reviews, inspections or any audit carried out by or on behalf of the Department

9.3 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the Department upon request.

9.4 Measurement of performance

- **Periodic checks:** Department and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by Department) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by Department.
- **Service complaints :**All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by Department, its appointed facilities manager,
- or any other party shall be given proper and speedy consideration by contractor. Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the Department.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

12 SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the Department (or any other authorized authority) and then only to a person and to the extent approved by the Department or such authority and upon such terms and conditions as the Department or such authority require. It is recorded that where such consent is given contractor shall remain liable to Department for the performance of the Services.



BID SPECIFICATION

SCMU14-24/25-0010

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEASING OF COMPUTERS FOR A PERIOD OF FIVE (5) YEARS TO THE DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE - EASTERN CAPE

1. INTRODUCTION

The purpose of this **RFB (Request for Bid)** is to request service providers to provide an Operating Lease Agreement Contract for the duration of (5) five years for the Eastern Cape Sport, Recreation, Arts and Culture.

NB. This bid will be a “Multi Award Bid” whereby Award will be awarded to Multiple Bidders.

1.1. BACKGROUND

The Eastern Cape Sport, Recreation, Arts and Culture is a government department with approximately 50 to 100 initial priority system users’ community and the Departmental overall users being approximately 1200. ECSRAC is expecting equipment of high quality and aims at standardization its equipment, where selected brand and model are kept for a period of five (5) years. The leasing contract should provide hardware with its software and licenses for basic computer operations. Software maintenance and user support will be done by internal IT team.



2. SCOPE OF BID

2.1. SCOPE OF WORK

The successful bidders will enter a five (5) year contract with ECSRAC for an Operating Lease Agreement and will ensure devices comes with a 60-month next business Day Onsite warranty. Laptops must have comprehensive insurance. Service Provider will also take care of hardware maintenance / repairs during the rental period.

ECSRAC wishes to engage with a service provider for the leasing of.

- (i) Business laptops – High Spec;
- (ii) Business laptops – Mid Spec;
- (iii) Business desktops Computers;
- (iv) Specialized Laptop or Desktop;
- (v) Monitors.

NB. The leasing contract should provide hardware with its software (operating system) and licenses for basic computer operations, and insurance.

2.2. DELIVERY ADDRESSES

Table 1: Delivery Address

No	Site Name	Physical Address	GPS Co-ordinates
1.	eQonce (Head Office)	Wilton Mkwazi Building No 05 Eales Street, eQonce (former KWT)	-32.883129, 27.388198
2.	Sarah Baartman District	Cnr African & Milner Street, Grahamstown	-33.3072633,26.5239079
3.	Nelson Mandela District	Ring Rd 66, Greenacres, Port Elizabeth	-33.9509473,25.5741729
4.	OR Tambo District	Botha Sigcawu, 6th Floor	-31.5941075,28.7811371
5.	Chris Hani District	Komani Park	-31.9107506,26.883341



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No	Site Name	Physical Address	GPS Co-ordinates
6.	Alfred Nzo District	No 67 Church Street Mount Ayliff	-30.8123854,29.3658713
7.	Joe Gqabi District	No 2 Cole Street, Roads & Public works Building	-30.6851525,26.7107896
8.	Amathole District	Old Elco Building, No.17 Fleet Street East London	-33.020404,27.9050559
9.	BCM	Old Elco Building, No.17 Fleet Street East London	-33.020404,27.9050559

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

Currently the Department is having enterprise agreement with Microsoft for Operating Software and Office packages Requirements.

All physical infrastructure and network cabling needs will be provided by the Department and will not be part of this tender, however the service provider needs to provide all the necessary power leads and connectors for the specific equipment ordered.

2.4. PRODUCT / SERVICE / SOLUTION REQUIREMENTS

ECSRAC wishes to engage with a service provider for the Operating Lease Agreement of, but not limited to, the following items. These are merely for as guidance (category) to the quality the service provider is expected to provide.

Table 2: Product/ Service / Solution requirements

Item No	Product/Category	Specification
1.	Laptops – High Spec	Latest Generation Intel® Core™ i7, or equivalent, or higher processor; Ultra slim privacy LED touch Screen; 8GB LPDDR3-2133 SDRAM (onboard); PCIe-SSD, 1 TB M.2 NVMe module; Long hour duration battery; External Nano SIM slot for WWAN; Ethernet port or USB type C to RJ45 adapter; Palm Reader; Headphone/microphone combo compatible; and Webcam.



Item No	Product/Category	Specification
		5y NextBusDayOnsite warranty UltraSlim Docking Station Laptop Carry Bag Notebook carry bag
2.	Business laptops – mid Spec	Latest Generation Intel® Core™ i7, or equivalent, or higher processor; 15.5” LED Screen; Long hour duration battery; 8GB LPDDR3-2133 SDRAM (onboard); PCIe-SSD, 1 TB M.2 NVMe module; External Nano SIM slot for WWAN; Ethernet port or USB type C to RJ45 adapter; Headphone/microphone combo compatible; and Webcam. 5y NextBusDayOnsite warrantyLaptop Carry Bag
3.	Desktop Computers	Latest Generation Intel® Core™ i7, or equivalent, or higher processor; 23.8-in Non-Touch; 3.1 GHz, up to 4.6 GHz with Intel Turbo Boost technology; 8 GB total system memory (4 GB x 2); 1 TB, 7.2 K rpm, 6.35 cm (2.5 in); Wireless capabilities; and Webcam. 5y NextBusDayOnsite warranty
4.(a)	Specialized Laptop or Desktop (Graphic Designers and users living with disability)	Intel Core i7-8650U Processor, or equivalent (Quad Core, 8M Cache, 1.9GHz,15W, vPro) AMD Radeon RX540 Graphics, or higher 5y NextBusDayOnsite warranty Laptop Carry Bag
(b)	Specialized Desktop (Graphic Designers and	14” FHD WVA (1920 x 1080) 16:9 Anti-Glare Non-Touch display 16GB RAM DDR4, Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1



Item No	Product/Category	Specification
	users living with disability)	
5.	Mobile printer	Built-in wireless network and Wi-Fi Direct® connectivity3; Colour LED Laser Printer; Wireless & Network connectivity, Automatic 2-sided Colour; Easy to Use Colour Touchscreen; integrated NFC reader for Mobile Printing; Up to 24 ppm (Colour & Mono); Up to 2400 x 600 dpi; Replaceable High-yield toner; and Print, copy and scan.
6.	Monitors	20 inch led Monitor Privacy Screen Filter for Desktop Computer Widescreen Monitor - Anti-glare Blocks 96% Uv Anti-scratch With 16:9 Aspect Ratio screen protector film for data confidentiality anti-spy anti-blue light anti-glare fuss-free installation

2.4.1. INSURANCE

All goods, components, equipment, and software supplied under this Contract shall be fully insured as follows:

- All goods supplied under the Contract must be delivered with fully loss and breakage insured over and above the usual warranties and guarantees.
- The insurance shall be for an amount equal to 110 percent of the CIF (cost insurance and freight) value of the Goods delivered to the department covering “All Risks” (comprehensive).
- If the bidder fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones (same specification or better) without any cost to the Department.
- Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Departmental district offices, transport to such place of destination will be at the cost of the supplier.
- Should any loss or damage occur, the Bidder shall:
 - Initiate and pursue claim till settlement, and
 - Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.



2.4.2. SOFTWARE

Specialized software for graphic designer, disabled users and any other software that the department might require.

2.5. OVERALL IMMEDIATE AND/OR LONG-TERM OBJECTIVES

The Successful Bidder will assist ECSRAC in achieving the following immediate and/or long-term goals:

- a) The qualified service provider that is appointed for the leasing of devices will be required to provide ECSRAC with a Bank Guaranteed Credit Facility with a minimum value of the leased assets as confirmation that the supplier is in good financial standing based on the value assets to be leased after receiving a Government Order on an as-and-when basis for the products being procured.
- b) Providing ECSRAC with realistic residual values in excess of 15%.
- c) Financing the entire movable asset solution as required by ECSRAC.
- d) Allow for upgrading, swapping out and/or adding equipment during the rental term as required by ECSRAC.
- e) Provide ECSRAC with an extended leasing option for items that have a longer useful life.
- f) Providing ECSRAC with an appropriate equipment exchange program for to the following:
 - i) changes in ECSRAC 's operational environment; and
 - ii) replacement of out-of-date rental equipment.
- g) Ensuring the efficient and effective collection process at the end of each respective rental term at no cost to ECSRAC.
- h) It is specifically noted that any legal costs pertaining to the agreement between ECSRAC, and the Service Provider are not to be included in rental costs.

3. BID EVALUATION STAGES

The bid evaluation process consists of Four stages, according to the nature of the bid. A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

Table 3: Bid Evaluation Stages

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative responsiveness	YES
Stage 2	Special Conditions of Contract verification	YES
Stage 3	Functionality	YES
Stage 5	Costing and Preference evaluation	YES



4. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (a) The bidder **must comply** with all of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- (b) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if ECSRAC is unable to verify whether the pre-qualification requirements are met, then ECSRAC reserves the right to-
 - (i) Reject the bid and not evaluate it, or
 - (ii) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- (c) Submission of bid response: The bidder has submitted a bid response documentation pack –
- (d) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and.
- (e) in the correct format as one original document, one copy and two copies on memory stick / USB.
- (f) Attendance of briefing session: A Non-Compulsory Virtual Briefing session will be held. The bidder has to sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder’s response document.
- (g) Registered Supplier: The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, must be registered as a Supplier on National Treasury Central Supplier Database (CSD).

4.1. SPECIAL CONDITIONS OF CONTRACT INSTRUCTION

- (a) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract for an Operating Lease Agreement with the successful Supplier once work is awarded. However, ECSRAC reserves the right to include or waive the condition in the signed contract.



- (b) ECSRAC reserves the right to negotiate the conditions, or automatically disqualify a bidder for not accepting these conditions.
- (c) ECSRAC reserves the right to give sixty (60) working days' notice to the bidders to terminate the contract.
- (d) Right to Audit: ECSRAC reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.
- (e) Vary quantities dependant on ECSRAC 's requirements. Orders will be placed on an as-and when-required basis.
- (f) The pre-qualified bidders do not automatically guarantee that all bidders will be awarded any work, but the appointment of work is subject to price proposals evaluation processes.
- (g) In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, ECSRAC will invoke the rights reserved in accordance with subsection 6.1(b) above.
- (h) *The bidder must complete the declaration of acceptance as per below by marking with an "X" either "ACCEPT ALL" or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.***

5. INSTRUCTION AND EVALUATION CRITERIA

- (a) The bidder ***must comply with ALL the requirements by providing substantiating evidence*** in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".
- (b) The bidder ***must provide a unique reference number*** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, ECSRAC reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".
- (c) *The bidder must complete the declaration of compliance by marking with an "X" either "COMPLY", or "NOT COMPLY" with ALL of the technical mandatory requirements, failing which it will be regarded as "NOT COMPLY".***
- (d) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.



(e) No URL references or links will be accepted as evidence.

5.1. TECHNICAL REQUIREMENTS

Technical Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
5.1.1. BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS		
<p>The Bidder must be an OEM/OSM registered Partner, or Reseller for the supply, installation, including hardware, software and maintenance and support for each of the following items as indicated in table 2 in section 2.4 for the solution the bidder will be providing:</p> <p>(a) Business laptops – High Spec; and</p> <p>(b) Business laptops – Mid Spec; and</p> <p>(c) Business desktops Computers; and</p> <p>(d) Specialized Laptop or Desktop; and</p> <p>(e) Monitors.</p>	<p>Attach to Annex A, a copy of OEM/OSM documentation (valid certificate, license, agreement or letter) indicating that the bidder is a registered OEM/OSM Partner or Reseller for the for the supply, installation, including hardware, software and maintenance and support for each of the following items as indicated in table 2 in section 2.4 for the solution the bidder will be providing:</p> <p>(a) Business laptops – High Spec; and</p> <p>(b) Business laptops – Mid Spec; and</p> <p>(c) Business desktops Computers; and</p> <p>(d) Specialized Laptop or Desktop; and</p> <p>(e) Monitors.</p>	



Technical Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
	<p>Note (1): ECSRAC reserves the right to verify the information provided.</p>	
5.1.2. BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS		
<p>The Bidder must have provided the leasing of hardware, software, installation, maintenance and support to at least two (2) customers in the last five (5) years.</p>	<p>Bidder must have provided the leasing/outright purchase of hardware, software, installation, maintenance and support to the value of R1m or more in the last five (5) years in the following format</p> <ul style="list-style-type: none"> (a) Company name; and (b) Reference Person Name, Tel and/or email; and (c) Project Scope of Work; and (d) Project Start and End-date. <p>Note (1): ECSRAC reserves the right to verify the information provided.</p> <p>Note (2): Failing to complete table 8 in Full will result in disqualification.</p>	
5.1.3. PRODUCT / SERVICE FUNCTIONAL REQUIREMENTS		
<p>The Bidder must confirm compliance to the Product / Service Functional requirements in Annex B: Addendum 1 for the solution the bidder will be providing.</p>	<p>The Bidder must complete Annex B: Addendum 1 indicating:</p> <ul style="list-style-type: none"> (a) The Brand for each of the Product Categories, 	<p><provide unique reference to locate substantiating evidence in the</p>



Technical Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
	<p>(b) Confirm compliance with the Technical Mandatory Functional Requirements by completing and signing Annex B: Addendum 1.</p> <p>Note (1): ECSRAC reserves the right to verify the information provided.</p>	
5.1.4. SPECIAL CONDITIONS OF CONTRACT		
<p>Bidder must accept ALL the Special Conditions of contract.</p>	<p>The Bidder must accept ALL the Special Conditions of Contract by completing and signing the declaration of Acceptance in Declaration of compliance and acceptance under the Special Conditions (Section 6.3).</p> <p>Note (1): Failure to accept ALL the Special Conditions of Contract will result in disqualification.</p>	



5.2. DECLARATION OF COMPLIANCE

	Comply	Not Comply
<p>The bidder declares by indicating with an “X” in either the “COMPLY” or “NOT COMPLY” column that –</p> <p>(a) The bid complies with each, and every TECHNICAL REQUIREMENT as specified in SECTION Error! Reference source not found. above; AND</p> <p>(b) Each and every requirement specification is substantiated by evidence as proof of compliance.</p>		

6. SPECIAL CONTRACT CONDITIONS

- (a) Contractors. The Successful Bidders will be appointed for a period of five (5) years. ECSRAC reserves the right to give sixty (60) working days’ notice to the bidders to terminate the contract.

The approved Bidders will be invited to bid as and when the need arises for devices and quantities for leasing by ECSRAC by submitting price proposals which the appointment of work is subject to a price proposal evaluation process. The successful Bidder shall be required to sign a lease specific contract for each required devices and quantities to be provided.

- (b) **Formal leasing schedule Contract.** The appointed supplier/s for devices and quantities leasing must enter a formal leasing schedule Contract (Agreement) with ECSRAC and each lease **schedule** will have its own three (3) year life span. The appointed service provider will assist ECSRAC in achieving the following immediate and/or long-term goals:
- (i) Providing ECSRAC with realistic residual values in excess of 15%;
 - (ii) Financing the solution as required by ECSRAC.
 - (iii) Allow for upgrading, swapping out and/or adding equipment during the rental term as required by ECSRAC.
 - (iv) Provide ECSRAC with an extended leasing option for items that have a longer useful life.
 - (v) Providing ECSRAC with an appropriate equipment exchange program for to the following:
 - (vi) Changes in ECSRAC ’s operational environment.
 - (vii) Replacement of out-of-date rental equipment, or technological upgrades.



- (viii) Ensuring the efficient and effective collection process at the end of each respective rental term at no cost to ECSRAC. It is specifically noted that any legal costs pertaining to the agreement between ECSRAC and the Service Provider are not to be included in rental costs.
 - (ix) Once the service provider is appointed to the panel for the leasing of devices, a detailed contract between the Department and the successful service provider will be finalized, detailing Terms and Conditions of the Contract.
- (c) **Right of Award.** The successful service provider/s appointed for leasing shall:
- (i) Be a reliable asset finance provider with good financial standing.
 - (ii) Provide ECSRAC with a dedicated business account manager for the duration of the agreement to be entered into between ECSRAC and the Service Provider.
 - (iii) Provide ECSRAC with monthly or quarterly invoicing, which shall include ECSRAC cost center billing per ECSRAC business unit.
 - (iv) At the end of the contract, all equipment must be removed from ECSRAC premises at the contractor's risk and cost.
 - (v) Disposal of the information or data in the Hard drives must be done in-consultation with the ECSRAC IT officials at the expense of the service provider.
 - (vi) Maintain an online asset contract management and tracking system to facilitate the administration of assets rented by ECSRAC in terms of the agreement. Treat DATA with care. ECSRAC data can be at risk if hard drives are disposed improperly at the end of the lease. All data in the leased computers must be destroyed before they are returned to the service provider at the end of the lease.
 - (vii) Successful service provider will be responsible for the maintenance, installation, and insurance of all the movable asset under this contract which will not be billed separately. The contractor is advised to include this as part of the management fee and cannot be billed separately.
 - (viii) The tender will be awarded subject to a written legal binding and enforceable contract being entered into between a preferred bidders and the Department, which will impose terms and conditions that will regulate the parties' conduct (preferred service providers and the Department) whilst the required services are rendered and thereafter.



- (ix) Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter condition by the bidder or qualifying and bid conditions will result in the invalidation of such bids.
 - (x) Bidders to submit the proof of insurance to the department
 - (xi) The Department reserves the right to conduct supplier diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information which may result in disqualification of prospective suppliers.
 - (xii) Bidders must submit a bid in line with the list of returnable documents.
 - (xiii) The department will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid
 - (xiv) The successful bidders must assign a dedicated Account Manager for the project.
 - (xv) Bidders must comply with all procurement conditions of the department.
 - (xvi) The service provider must be cleared by the National Treasury as per section 28 of the Prevention and Combating of Corrupt Activities Act, (Act 12 of 2004).
 - (xvii) The Department will not award this contract if the bidders Tax matters are not in order or complaint.
- (d) **Operations.** In a case of faulty equipment, the Department shall log a call by contacting the successful Bidder's helpdesk. The successful Bidder has to comply with an SLA of 24 Hour to fix or restore services.

6.1. DELIVERY ADDRESS

The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address.

6.2. DELIVERY SCHEDULE

- (i) The Supplier is responsible to perform the work as outlined in SERVICE DELIVERY SCHEDULE AND PERFORMANCE METRICS.
- (ii) The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):



WBS	Statement of Work	Delivery Timeframe
1.	Delivery of leased COMPUTER AND HARDWARE EQUIPMENT	Not exceeding 8 weeks

6.3. SERVICES AND PERFORMANCE METRICS

- (i) The Department aims for SLA based provision of services. The list of SLA metrics and terms below outlines the Departmental view at the time of preparing the bid.
- (ii) The Supplier is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

SBS	Service Element	Service Grade	Service Level
1.	Call Logging Platform	Normal	8h x 5d, 08:00 – 16:30
2.	Incident Response	Normal	Maximum 4 hours
3.	Incident Restore	Normal	Maximum 8 hours, if exceeded penalties will apply
4.	Service Availability	Gold	99% Availability

- (iii) The successful bidder must respond to any faults during office hours (08h00 till 16h30) and/or after hours on arrangement.
- (iv) Provide Maintenance and support as per the lease agreement.
- (v) Repair and replacement of faulty hardware or equipment condition can be performed after hours on arrangement.
- (vi) Bidders must specify the nature and conditions of their post-implementation support options, including the following:
 - (vii) Telephone support.
 - (viii) Help Desk services (If there is a service level agreement for your help desk, please provide a Call-Logging Procedure as part of RFA response.); and/or
 - (ix) The quarterly report shall be concise and in readable electronic format. The details of the quarterly service management report would include:
 - RAG (Red, Amber, Green) status of all contract areas.
 - Performance against SLAs.
 - Major incidents.



- Change Requests.
- Business and service improvement plans.
- Configuration management changes.
- Preventative maintenance report.
- Changes to Assets and inventories.
- Security issues report.

Service / Task	Target Service Level
Incident Management	
<ul style="list-style-type: none"> • Incident Priorities and response time & communication. • Communication Requirement: Affected users must be notified proactively through email / SMS / Telephone. 	<ul style="list-style-type: none"> ▪ Response time according to following priority: <ul style="list-style-type: none"> - Priority A = 15 min - Priority B = 1 Hour - Priority C = 4 Hours - Priority D = 8 Hours ▪ Priority A: Any incident affecting 95% or more users or, • Communication: Every 1 hour ▪ Priority B: Any incident affecting large no. of users. • Communication: Every 8 hour ▪ Priority C: services are operational and usable, Communication: Every day ▪ Priority D: services are operational, but one or more users are having isolated issues. • Communication: Weekly
<ul style="list-style-type: none"> • Level 1 Incident Management (End-User): • Service Desk agents will have 15 minutes average to resolve incidents. If not, they will then escalate to Level 2 	<ul style="list-style-type: none"> ▪ 100% incidents are recorded on the incident information system ▪ 98% call capture (including call back) ▪ Average response time to a call = 40 Sec ▪ Max time to respond to a call = 60 Sec ▪ 90% user satisfaction



Service / Task	Target Service Level
<ul style="list-style-type: none"> • Level 2 / 3 (End-Users / Back end Systems): • Service Desk agents may call users to troubleshoot upon receipt of an incident ticket from Level-1, but in most cases, will need access to users' computer to troubleshoot an issue. If an incident is caused due to an element supplied / developed by a 3rd party, which requires support from 3rd party they will escalate to Level 3. • Level 3 incidents: Service Desk agents escalate an incident to a 3rd party supplier. 	<ul style="list-style-type: none"> ▪ 98% of Priority A incidents are closed within 24 hours ▪ 98% of Priority B incidents are closed within 48 hours ▪ 98% of Priority C incidents are closed within 5 working day ▪ 98% of Priority D incidents are closed within 8 working day
<ul style="list-style-type: none"> • User accessibility to service desk functions 	<ul style="list-style-type: none"> ▪ Telephone IVR should provide an option to call back when maximum time to respond to a call exceeds 60 Sec ▪ Alternatively, an option to call back a user on demand may also be provided through a webpage ▪ Users may access Service Desk of the Bidder through Microsoft Lync instant messaging client. The Department shall provide an account for this purpose.
<ul style="list-style-type: none"> • User point of contact for incident status updates 	<ul style="list-style-type: none"> ▪ Incident status update within 15 min ▪ User notification by e-mail upon resolution
<ul style="list-style-type: none"> • Incident reporting 	<ul style="list-style-type: none"> ▪ Monthly statistics showing – total no. of calls, no. of unattended calls. ▪ Monthly incident statistics showing: <ul style="list-style-type: none"> - Closed incidents - Open incidents
<ul style="list-style-type: none"> • Problem Management 	
<ul style="list-style-type: none"> • Problem recording and administration 	<ul style="list-style-type: none"> ▪ 100% problem capture



Service / Task	Target Service Level
<ul style="list-style-type: none"> • Problem investigation and resolution 	<ul style="list-style-type: none"> ▪ 100% problem resolution

SUPPLIER PERFORMANCE REPORTING

- a) Quarterly meetings to be scheduled between ECSRAC and an appointed service provider/s and ADHOC meetings.
- b) The Supplier is required to generate regular reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; definition of the content of each report type will be finalized at the time of concluding the contracted service level agreement).

6.4. CERTIFICATION, EXPERTISE AND QUALIFICATION

- (a) The Supplier is expected that,
 - (i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and.
 - (ii) it is committed to provide the Products or Services; and
 - (iii) perform all obligations detailed herein without any interruption to the Customer.
- b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services.
- c) The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

6.5. LOGISTICAL CONDITIONS

- (a) **Hours of work**, 08h00 – 16h30.
- (b) In the event that ECSRAC grants the Supplier permission to access ECSRAC 's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to ECSRAC 's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.

6.6. REGULATORY, QUALITY AND STANDARDS

- (a) The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).
- (b) The Supplier must for the duration of the contract ensure compliance with General Quality



Standards, ISO 9001.

6.7. PERSONNEL SECURITY CLEARANCE

- a) Company security screening: The supplier may be required to undergo a company security screening conducted by the State Security Agency (SSA). Should the SSA find the supplier not suitable after the conduct of the security screening, the business relationship will be terminated. The following documentation will be required for the company security screening process to be conducted:
- (i) Copy of company registration documentation.
 - (ii) Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);
- b) Security suitability check for individuals: ECSRAC may, at its own discretion and in line with its policies and procedures, require employees of the supplier to be subjected to a security suitability check before commencement of a project or delivering of a service. The security suitability check is conducted by ECSRAC in order to ensure that individuals meet the minimum-security requirements and also to verify personal information. The supplier will be required to replace any employee(s) who is found to be not suitable after the conduct of the security screening. The following documentation will be required for the security suitability check:
- (i) Copy of identity document.
 - (ii) Copy(ies) of qualification(s) if ECSRAC requires verification thereof.
 - (iii) Fingerprints – will be taken electronically.
 - (iv) Signed consent form for the conduct of background checks.
- c) Security clearance: A security clearance, issued by either the SSA or Defence Intelligence (DI) is required if any employee of the supplier will have or may gain access to classified information throughout the duration of the project or in the process of delivering a service. The level of security clearance required – Confidential, Secret or Top Secret, will be determined at the sole discretion of ECSRAC. The supplier will have to replace any employee who do not qualify for a security clearance or is found not suitable by the SSA or DI. The following documentation will be required for the security clearance process:
- (i) Completed Z204 or DD1057 security clearance application form.



(ii) Fingerprints.

(iii) Personal documentation of the applicant, including but not limited to, identity document, passport, marriage certificate (if applicable), divorce order (if applicable), qualifications, salary advice and bank statements.

6.8. CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain, and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
- i. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - ii. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract.
 - iii. being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality.
 - iv. being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party.
 - v. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person.
 - vi. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party.
 - vii. being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
 - viii. being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
 - ix. information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods,



systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;

- (c) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure.
- (d) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute.
- (e) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

6.9. GUARANTEE AND WARRANTIES

The Supplier warrants that:

- (a) The Final agreement to which will be confirmed in the Service Level Agreement(s) SLA(s) to be signed with the successful bidder.
- (b) as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever.
- (c) the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
- (c) during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from ECSRAC .
- (d) the Products is maintained during its Warranty Period at no expense to ECSRAC .
- (e) the Product possesses all material functions and features required for ECSRAC 's Operational Requirements.



- (f) the Product remains connected, or Service is continued during the term of the Contract;
- (g) all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to ECSRAC without reducing or limiting the Supplier's obligations under the Contract;
- (h) no actions, suits, or proceedings, pending or threatened against it or any of its third-party suppliers or sub-contractors that have a material adverse effect on the Supplier's ability to fulfil its obligations under the Contract exist;
- (i) ECSRAC is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier's ability to fulfil the obligations under the Contract;
- (j) any Product sold to ECSRAC after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- (k) ECSRAC 's use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
- (l) the information disclosed to ECSRAC does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- (m) it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter into the Contract;
- (n) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- (o) the prices, charges and fees to ECSRAC as contained in the Contract are at least as favorable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as ECSRAC ; and
- (p) any misrepresentation by the Supplier amounts to a breach of Contract.

6.10. INTELLECTUAL PROPERTY RIGHTS

- (a) ECSRAC retains all Intellectual Property Rights in and to ECSRAC 's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of ECSRAC 's Intellectual Property for the sole purpose of providing the Products or Services to ECSRAC pursuant to this Contract; provided that the Supplier must not be permitted to use ECSRAC 's Intellectual Property for the benefit of any entities other than ECSRAC without the written consent of ECSRAC , which consent may be withheld in ECSRAC 's sole and absolute discretion. Except as otherwise requested or approved by ECSRAC , which approval is in ECSRAC 's sole and absolute discretion, the Supplier must cease all use of ECSRAC 's Intellectual Property, at of the earliest of:



- (i) termination or expiration date of this Contract;
- (ii) the date of completion of the Services; and
- (iii) the date of rendering of the last of the Deliverables.
- (b) If so required by ECSRAC , the Supplier must certify in writing to ECSRAC that it has either returned all ECSRAC Intellectual Property to ECSRAC or destroyed or deleted all other ECSRAC Intellectual Property in its possession or under its control.
- (c) ECSRAC , at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.
- (e) Provide ECSRAC with the compliant safety file.
- (f) The Hard-Drives must be degaussed or demagnetize to magnetically erases data from magnetic storage media, this should be done on-site, and a certificate of degaussing must be issued for each device that has been degaussing.

6.11. GENERAL

- (a) The supplier will be bound by Government Procurement: General Conditions of Contract.
- (b) (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, ECSRAC reserves the right to include or waive the condition in the signed contract.
- (c) The parties in this Agreement agree that the offer price of all the equipment shall be at the wholesale price or below wholesale price as agreed with the OEM. Should, at any time during the existence of the agreement that the offered price which is higher than the wholesale price or as agreed with the OEM, ECSRAC client shall be entitled to such wholesale price with the exclusion of the mark-up which the reseller may have charged".

NOTE: These conditions will form part of the contract obligations and suppliers are expected to comply in order for ECSRAC to conclude an agreement with the potential suppliers. Failure to comply during finalisation of a contract may result to disqualification.

6.12. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.



6.13. FRONTING

- (a) The ECSRAC and ECSRAC supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the ECSRAC and ECSRAC any form of fronting.
- (b) The ECSRAC and ECSRAC, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies ECSRAC may have against the bidder/contractor concerned.

6.14. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS

The bidder confirms that they have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that the required services under this bid specification is in place and will be maintained continuously in the event of a disruption to the bidder's operations, regardless of the cause of the disruption.

6.15. SUPPLIER DUE DILIGENCE

ECSRAC reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

7. DECLARATION OF COMPLIANCE AND ACCEPTANCE SCC

I (we), the bidder hereby declares that I (we) accept ALL the Special Conditions of Contract as specified **above** and shall comply with all stated obligations:

Name of Bidder: _____ Signature: _____

Date: _____



8. BID MANDATORY REQUIREMENTS: -

- Signed and completed SBD forms (1;4;6.1)
- Attach a Valid copy of OEM/OSM documentation (valid certificate, license, agreement or letter) **here** indicating that the bidder is a registered OEM/OSM Partner or Reseller for the for the supply, installation, including hardware, software and maintenance and support for each of the following items as indicated in **table 2 in section 2.4**

8.1. FUNCTIONALITY EVALUATION: -

NO	CRITERIA	SUPPORTING EVIDENCE	WEIGHT	SCORE
1	<p>BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS: The Bidder must have provided the leasing/outright purchase of hardware, software, installation, maintenance and support to the value of R1million (not cumulative) or more in the last five (5) years.</p> <ul style="list-style-type: none"> • 0-1 contactable reference letter = 0 points • 2-3 contactable reference letters = 15 points • 4-5 contactable reference letters = 20 points • 6 or more contactable reference letters = 30 points 	<p>Contactable reference letters must be provided with the letterhead of the institution/client, signed, with clear description of the event.</p> <p>(a) Company name; and (b) Reference Person Name, Tel and/or email; and (c) Project Scope of Work; and (d) Project Start and End-date.</p> <p>NB: The department reserves the right to independently verify the accuracy of information provided</p>	30	
2	<p>FINANCIAL STABILITY: Audited Financial Statements not older than 2022-23 financial with sound current ratio.</p> <p>CA÷CL with a ratio of ≥ 2 = 30 points CA÷CL with a ratio of $2 < 1$ = 25 points CA÷CL with a ratio of = 1, = 15points</p>	<p>Audited Financial Statements with Current assets/current liabilities.</p> <p>CA÷CL</p>	30	



NO	CRITERIA	SUPPORTING EVIDENCE	WEIGHT	SCORE
	CA÷CL with a ratio 1 < = 0 points			
3	<p>ACCREDITATION:</p> <p>Valid proof of original equipment manufacturer reseller certificate or letter.</p> <p>OEM Certificate/Letter with all the items accredited = 20 points</p> <p>OEM Certificate/Letter with limited items accredited = 10 points</p>	Valid proof of original equipment manufacturer reseller certificate or letter.	20	
4	<p>LOCALITY:</p> <p>Eastern Cape = 20 points</p> <p>Outside Eastern Cape = 10 points</p>	Lease agreement, municipal bill account. Company registration documents other than CSD report, or equivalent...etc.	20	
TOTAL			100	

NB. A bidder must score a minimum of 70 points out of a total of 100 points to qualify for the further consideration of this framework agreement.

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

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

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

1. GENERAL CONDITIONS



- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
 - b) The applicable preference point system for this tender is the 80/20 preference point system.
 - c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid



invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations,



preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)		5		
Women		5		



Persons with disabilities		5		
Promotion of Youth		5		
Enterprises located in the Eastern Cape Province		0		
Promotion of Co-operatives and Non-Profit Organizations		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

(a) disqualify the person from the tendering process.






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

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



APPROVAL OF THE TERMS OF REFERENCE

Compiled By	Recommended By:	Endorsed By:	Approved By:
Mr. S. Somdaka	Mr. L Zibonda	Mrs. N. Fololo	Mr. NT Adonis
Project Leader	Chairperson: Specification Committee.	General Manager: Corporate Service	CFO: Chairperson of the Bid Adjudication Committee
			
Signature:	Signature:	Signature:	Signature:
03-Sep-2024	3/09/2024	04 September 2024	04 September 2024
Date:	Date:	Date:	Date:

Bid Forms and related documentation

Schedule A

Government Procurement General Conditions of Contract

Annexure A

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 (GCC) 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
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5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

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

Such events may include, but is not restricted to, acts of the



purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application 2.1 These general conditions are applicable to all bids, contracts and



orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser

shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of Contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award,



the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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



- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual



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

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

14. Spare parts

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

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

15. Warranty

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

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

15.3 The purchaser shall promptly notify the supplier in writing of and 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 Suppliers 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.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or



antidumping 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 favorable 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.

- 28.1 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 Africa revenue services



SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SPORT RECREATION ARTS AND CULTURE					
BID NUMBER:	SCMU14-24/25-0010	CLOSING DATE:	02-10-2024	CLOSING TIME:	11H:00
DESCRIPTION	Appointment of a panel of service providers for Leasing of Computers for a period of five (5) years to the department of Sport, Recreation, Arts and Culture Eastern Cape.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SPORT RECREATION ARTS AND CULTURE					
NO. 05 EALES TREET					
BUFALLO ROAD, KING WILLIAMS TOWN, 5601					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. N.H. Mtanzeli		CONTACT PERSON	MR. M Ndalasi	
TELEPHONE NUMBER	043 492 1310		TELEPHONE NUMBER	043 492 0286	
FACSIMILE NUMBER	N/a		FACSIMILE NUMBER	N/a	
E-MAIL ADDRESS	Ntembeko.mtanzeli@ecsrac.gov.za		E-MAIL ADDRESS	Msimelelo.ndalasi@ecsrac.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



SBD1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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



SBD4

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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



SBD4

- 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.
- 3.5 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.
- 3.6 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.
- 3.7 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1

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

4. GENERAL CONDITIONS

4.1 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).

4.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (c) Price; and
- (d) Specific Goals.

4.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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



SBD 6.1

- 4.5 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.
- 4.6 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.

5. DEFINITIONS

- (f) **“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;
- (g) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (h) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (i) **“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
- (j) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

6. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.7. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



SBD 6.1

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

4.8.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1. 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:

5.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (c) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point.



SBD 6.1

system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)		5		
Women		5		
Persons with disabilities		5		
Promotion of Youth		5		
Enterprises located in the Eastern Cape Province		0		
Promotion of Co-operatives and Non-Profit Organizations		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation



SBD 6.1

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- v) The information furnished is true and correct.
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) 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;
- viii) 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 –
 - (f) disqualify the person from the tendering process;
 - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (h) 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;
 - (i) 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
 - (j) forward the matter for criminal prosecution, if deemed necessary.

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



Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc.:

2. A list of existing /previous contracts relating to services which are similar to the Services:

(Please provide contactable reference)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below :

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.



Organization type

PARTNERSHIP/CLOSED CORPORATION/COMPANY (Delete which is not applicable)

The bidder comprises of the following partners/members/directors:

1. NAME _____
ADDRESS : _____
ID NUMBER: _____

2. NAME : _____
ADDRESS : _____
ID NUMBER: _____

3. NAME : _____
ADDRESS : _____
ID NUMBER: _____

4. NAME : _____
ADDRESS : _____
ID NUMBER: _____

5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.



Organizational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITAL

In the presence of:

1.
2.



Details of Supplier's office

1. Physical address of supplier's office

1 Telephone No of office: _____

3 Time period for which such office has been used by supplier: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.