Commission for Gender Equality
A society free from gender oppression and inequality

**COMMISSION FOR GENDER EQUALITY**

**INVITATION FOR QUOTATION**

**YOU ARE HEREBY INVITED TO SUBMIT BIDS FOR THE REQUIREMENTS OF COMMISSION FOR GENDER EQUALITY**

| | |
|---|---|
| **RFQ NUMBER** | **CGEQ 28/2026/27** |
| | |
| **PUBLISHED DATE:** | **10 November 2026** |
| | |
| **CLOSING DATE:** | **19 November 2026** |
| | |
| **CLOSING TIME:** | **11: 00** |
| | |
| **BID VALIDITY PERIOD:** | **90 days (commencing from the RFQ Closing Date)** |
| | |
| **COMPULSARY SITE VISIT:** | **N/A** |
| **DURATION** | **Once off** |
| **DESCRIPTION:** | **Provision of 10(Ten) Laptops** |

| | | |
|---|---|---|
| **BID DOCUMENTS MAY BE POSTED TO:** | **OR** | **HAND DELIVERED AT CGE HEAD OFFICE SITUATED AT:** |
| **PO BOX 32175, BRAAMFONTEIN, 2017.** | | **12A ST Andrews Street, Girton Place Building Parktown, Johannesburg** |
| | | |

Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration. The bid box is generally accessible between 09:00 and 16h00 on weekdays.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (**NOT TO BE RE-TYPED**)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

**BIDDING STRUCTURE**

| Indicate the type of Bidding structure by marking with an **'X':** | |
|---|---|
| Individual bidder | |
| Joint venture | |
| Consortium | |
| Subcontractors | |
| Other | |

| **If individual bidder, indicate the following:** | |
|---|---|
| Name of bidder | |
| Registration number | |
| VAT registration number | |
| Contact person | |
| Telephone number | |
| Fax number | |
| E-mail address | |
| Postal address | |
| Physical address | |

| **If Joint Venture or Consortium, indicate the following:** | |
|---|---|
| Name of prime contractor | |
| Registration number | |
| VAT registration number | |
| Contact person | |
| Telephone number | |
| Fax number | |
| E-mail address | |
| Postal address | |
| Physical address | |

| **If Joint Venture or Consortium, indicate the following:** | |
|---|---|
| Name of partners | |
| Registration number | |
| VAT registration number | |
| Contact person | |
| Telephone number | |
| Fax number | |
| E-mail address | |
| Postal address | |
| Physical address | |

| **If using <u>other</u> sub- contractors, indicate the following**: | |
|---|---|
| Name of prime contractor | |
| Registration number | |
| VAT registration number | |
| Contact person | |
| Telephone number | |
| Fax number | |
| E-mail address | |
| Postal address | |
| Physical address | |

| **If using subcontractors**: | |
|---|---|
| Name of subcontractors: | |
| Registration number | |
| VAT registration number | |
| Contact person | |
| Telephone number | |
| Fax number | |
| E-mail address | |
| Postal address | |
| Physical address | |

# Contents


**1 Confidential information disclosure notice ..... 5**

**2 Introduction ..... 5**

**3 Definitions ..... 5**

**4 Acronyms and abbreviations ..... 8**

**5 General rules and instructions ..... 10**

**6 Response format ..... 13**

**7 Key personnel ..... 14**

**8 Reasons for disqualification ..... 14**

**9 Bid preparation ..... 14**

**10 Oral presentations and briefing sessions ..... 14**

**11. General conditions of RFQ and conditions of contract ..... 15**

**Annex A : Technical Specification ..... 26**

**Annex B : Pricing Schedule .....** Error! Bookmark not defined.

**Annex B1: Pricing Schedule – Firm Prices (Purchases) SBD 3.1**

Error! Bookmark not defined.

**Annex C : Tax Clearance Requirements SBD 2 .....** Error! Bookmark not defined.

**Annex D : Declaration Of Interest SBD 4 ..... 30**

**Annex E : National Industrial Participation SBD5 ..... 33**

**Annex F : Declaration Of Bidders Past Supply Chain Practices SBD 8 ..... 30**

**Annex G : Preferential Procurement Claim Form SBD 6.1 ..... 37**

**Annex H : Certificate Of Independent Bid Determination SBD 9 ..... 37**

# 1 Confidential information disclosure notice

1.1 This document may contain confidential information that is the property of the CGE and the Client.

1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from CGE and the Client.

1.3 All copyright and Intellectual Property herein vests with CGE and its Client.

# 2 Introduction

## 2.1 Purpose

2.1.1 The purpose of this request for the RFQ is an invitation to the prospective suppliers on the CGE database to submit a RFQ response for the services as detailed under annex A: Specifications.

## 2.2 Objectives

2.2.1 **Provision of 10(Ten) Laptops**

2.2.2 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, CGE intends to select a preferred bidder. The Bid shall be evaluated in terms of the Preferential Procurement Policy Framework Act (PPPFA).

## 2.4 Queries

2.4.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFQ document, please refer queries, in writing, and to the contact person email address number listed below. Under no circumstances may any other employee within CGE be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFQ. CGE reserves the right to place responses to such queries on the website.

| | | |
|---|---|---|
| Supply Chain Management | Telephone | 011 403 7182 |
| | E-mail | shadrack@cge.org.za |

2.5 <u>All responses must be hand delivered to the CGE Head Office at the Reception Area.</u>

# 3 Definitions

3.1 The **Commission for Gender Equality** was established in terms of Section 187 of the Constitution of the Republic of South Africa in order to promote respect for gender equality and the protection, development and attainment of gender equality

3.2 **"Acceptable Bid"** - means any bid, which, in all respects, complies with the specifications and conditions of the RFQ as set out in this document.

3.3 **"B-BBEE"** – means broad bases black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

3.4 **"Bid"** - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods through price quotations, advertised bidding processes or proposals.

3.5 **"Bidders"** - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by CGE to submit a bid in response to this bid invitation.

3.6 **"Broad-Based Black Economic Empowerment Act"** – means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

3.7 **"Client"** - means Government departments, provincial and local administrations that participate in CGE procurement processes.

3.8 **"Comparative Price"** - Means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

3.9 **"Consortium"** - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.

3.10 **"Contractor Agent"** - means any person mandated by a Prime Contractor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the Prime Contractor and thereby acquire rights for the Prime Contractor or consortium/joint venture against CGE or an organ of state and incur obligations binding the Prime Contractor or consortium/joint venture in favour of CGE or an organ of state.

3.11 **"Disability"** - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

3.12 **"Firm Price"** - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or

regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

3.13 **"Goods"** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to CGE or CGE's delegate by the Successful Bidder in terms of this bid.

3.14 **"Historically Disadvantaged Individual**" (HDI) - means a South African citizen:

3.14.1 Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution); and/or;

3.14.2 who is a female; and/or;

3.14.3 who has a disability;

3.14.4 provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.

3.15 **"Joint Venture"** - (Project) means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.

3.16 **"Management"** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

3.17 **"Non-firm Price(s)"** - means all price(s) other than "firm" price(s).

3.18 **"Organ of State"** - means a National Department or Provincial Administration as stipulated in Schedules 1 and 2 of the Public Service Act, Act 93 of 1994 (as amended).

3.19 **"Person(s)"** - refers to a natural and/or juristic person(s).

3.20 **"Prime Contractor"** – means any person (natural or juristic) who forwards an acceptable proposal in response to this RFQ with the intention of being the main contractor should the proposal be awarded to him/her.

3.21 **"Rand Value"** - means the total estimated value of a contract in South African currency, calculated at the time of invitations and includes all applicable taxes and excise duties.

3.22 **"SMME"** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).

3.23 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

3.24 **"Subcontractor"** - means any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor.

3.25 **"Successful Bidder"** - means the organization or person with whom the order is placed and who is contracted to execute the work as detailed in the bid.

# 4 Acronyms and abbreviations

4.1 The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

| Abbreviations/Acronyms | Description |
|---|---|
| BEE | Black Economic Empowerment. |
| COTS | Commercial off-the-shelf |
| CPI | Consumer Price Index. |
| DBE | Department of Basic Education |
| DDG | Deputy Director-General |
| DIR | Directorate |
| DTI | Department Trade and Industry |
| DWH | Data Warehouse |
| EDMS | Electronic Document Management System |
| NAPE | Chief Directorate: National Assessment and Public Examination |
| EMIS | Education Management Information System |
| EMIS number | Education Management and Information System generated institution number |
| FDS | Functional Design Specification |
| HDI | Historically Disadvantaged Individuals |
| ICT | Information Communication Technology |
| IS | Information Systems |
| ISO | International Standard Organization |
| IT | Information Technology |
| ITC | Information Technology Committee |

| Abbreviations/Acronyms | Description |
|---|---|
| LAN | Local Area Network |
| LURITS | Learner Unit Record Information and Tracking System |
| MISS | Minimum Information Security Standard |
| NEIMS | National Education Infrastructure Management System |
| NIA | National Intelligence Authority |
| NSC | National Senior Certificate |
| OCR/ICR | Optical Character Recognition/Intellectual Character Recognition |
| OEM | Original Equipment Manufacturer |
| PED | Provincial Education Department |
| PERSAL | Personnel Information and Salary system |
| PPPFA | Preferential Procurement Policy Framework Act |
| RFQ | Request for Quotations |
| RFP | Request for Proposal |
| RSA | Republic of South Africa |
| SACE | South African Council of Educators |
| SA-SAMS | South African School Administration and Management System |
| SBA | School Based Assessment |
| SDLC | System Development Life Cycle |
| SDS | System Delivery Specification |
| SEAS | SITA Examination Application Support |
| SLA | Service Level Agreement |
| SRA | System Requirements Analysis |
| SW | Software |
| TDS | Technical Design Specification |
| URS | User Requirements Specification |
| WAN | Wide Area Network |
| WF | Weighing factor |

# 5 General rules and instructions

## 5.1 Confidentiality

5.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFQ. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFQ.

5.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

5.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of CGE (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

5.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent SITA's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, CGE shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

5.1.5 Any documentation, software or records relating to confidential information of CGE, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

5.1.5.1 shall be deemed to form part of the confidential information of CGE;

5.1.5.2 shall be deemed to be the property of CGE;

5.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and

5.1.5.4 shall be surrendered to CGE on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

### 5.2 News and press releases

5.2.1 Bidders or their agents shall not make any news releases concerning this RFQ or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, CGE and its Client.

### 5.3 Precedence of documents

5.3.1 This RFQ consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFQ and the stipulations in any other document attached hereto, or the RFQ submitted hereto, the relevant stipulations in this RFQ shall take precedence.

5.3.2 Where this RFQ is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that CGE may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by CGE.

5.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFQ. It however remains the exclusive domain and election of CGE as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of CGE in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

### 5.4 Preferential Procurement Reform

5.4.1 CGE supports B-BBEE as an essential ingredient of its business. In accordance with government policy, CGE insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

5.4.2 CGE shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.

5.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and sub contractors, the preference certificate must be completed for each legal entity.

### 5.5 National Industrial Participation Programme

5.5.1 The Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5, see Annex E).

### 5.6 Language

5.6.1 Bids shall be submitted in English.

**5.7 Gender**

5.7.1 Any word implying any gender shall be interpreted to imply all other genders.

**5.8 Headings**

5.8.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

**5.9 Security clearances**

5.9.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the State Security Agency (SSA) and/or CGE commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

5.9.1 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

**5.10 Occupational Injuries and Diseases Act 13 of 1993**

5.10.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. CGE reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to CGE.

**5.11 Formal contract**

5.11.1 This RFQ, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between CGE and/or its clients and the enterprise(s) to whom CGE awards the bid in whole or in part.

5.11.2 Any offer and/or acceptance entered verbally between CGE and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

**5.12 Instructions for submitting a proposal**

5.12.1 One (1) original, and 1 copy of the Bid shall be submitted on the date of closure of the Bid.

5.12.1.1 **Pricing: One (1) original and One(1) copy, Pricing must be submitted in a separate sealed envelope and clearly marked, pricing and name of the bidder**.

5.12.1.2 The original copy must be **signed in ink** by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

5.12.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

5.12.3 Bids must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope.

5.12.5 The physical size of the envelope must be limited to Depth = **750mm x Width = 380mm x Height = 140mm** as the bid box aperture cannot accommodate larger sizes.

5.12.6 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date and stipulated time.

5.12.7 Bids received after the time stipulated shall not be considered.

5.12.8 Bid responses sent by post or courier must reach this office at least **36 hours** before the closing date to be deposited into the proposal box. Failure to comply with this requirement shall result in your proposal being treated as a "late proposal" and shall not be entertained. Such proposal shall be returned to the respective bidders.

5.12.9 **No proposal shall be accepted by CGE if submitted in any manner other than as prescribed above.**

# 6 Response format

6.1 Bidders shall submit response in accordance with the response format specified below. Failure to do so shall result rejecting vendor's response. No referrals may be made to comment. Failure to comply shall result in the vendor being penalised.

6.2 **Schedule Index:**

6.2.1 **Schedule 1**:Pages 1 – 21 of this RFQ document

6.2.2 **Schedule 2:** Mandatory Documents

**6.2.3 Central Supplier Database Registration Report (Please note that prospective suppliers whose registration status is not active, will be disqualified forthwith)**

6.2.4 **Schedule 3**: Executive Summary of proposal

6.2.5 **Schedule 4**: Technical/Functionality

6.2.6 **Schedule 5**: Price. (Please submit the price **in a sealed envelope.)**

6.2.7 **Schedule 6**: Specific goals (Preferential points questionnaire).

6.2.8 **Schedule 7:** Declaration of interest

6.2.9 **Schedule 8**: Bidder Profile:

6.2.8.1 Credentials of the company/consortium members etc.

6.2.8.2 Structure of the company/ consortium members etc.

6.2.8.3 Partnership agreements/contracts

6.3 **Bidder background information materials:**

6.3.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

6.3.2 Standards – Include information regarding your firm's utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm's proposal and proposed hardware assets.

6.3.3 Company Contact(s) – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company's contact person, and for any sub-Contractors.

6.3.4.1 Indicate the percentage of total annual revenue that the proposed service will contribute against the revenue generated for the most recent and the preceding two fiscal years.

# 7 Key personnel

7.1 Identify key personnel, by employer (include subcontractor(s), and provide contact information.

# 8 Reasons for disqualification

8.1 CGE reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

8.1.1 bidders who submitted incomplete information and documentation essential for the adjudication of the requirements of this RFQ;

8.1.2 bidders who received information not available to other vendors through fraudulent means; and/or

8.1.3 bidders who do not comply with **mandatory requirements** as stipulated in this RFQ.

# 9 Bid preparation

9.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.

9.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed **RFQ Response Format**.

9.4 No Bids from any bidder with offices within the Republic of South Africa (RSA) shall be accepted if sent via the Internet or e-mail.

9.5 Bids from international bidders with no office or representation in the RSA shall not be accepted.

# 10 Oral presentations and briefing sessions

10.1 Bidders who submit Bids in response to this RFQ may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to CGE. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. CGE shall schedule the time and location of these presentations. Oral presentations are an option of CGE and may or may not be conducted.

10.2 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform CGE not later than ten days after the publication of the bid.

# 11. General conditions of RFQ and conditions of contract

**TABLE OF CLAUSES**


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


**1. Definitions**

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 or her contractual obligations.

1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything 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 in which an enterprise abroad is subsidised 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 recognised 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 with 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 consignee’s store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. “Dumping” occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12. “Force majeure” means an event beyond the control of the supplier, not involving the supplier‟s fault or negligence, and not foreseeable. Such events may include, but are 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 organisation 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.

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

**7. Performance Security**

7.1. Within 30 (thirty) 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 the 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 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the 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 organisation acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention of such 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 analysed 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 the 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 the 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 the SCC.

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

a. performance or supervision of on-site assembly, and/or commissioning of the supplied goods;

b. furnishing of tools required for the 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 the 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 12 (twelve) 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 18 (eighteen) 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 the SCC.

15.3. The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in the 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 the

15.6. 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 the SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in the 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 the SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract Amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during the 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, it's 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 or her 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 of supplies; or to have minor essential services executed if an emergency arises, or 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier

**22. Penalties**

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

**23. Termination for default**

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

a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

b) if the supplier fails to perform any other obligation(s) under the contract; or

c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be

imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

i. the name and address of the supplier and/or person restricted by the purchaser;
ii. the date of commencement of the restriction;
iii. the period of restriction; and
iv. the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

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

**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 notify the purchaser promptly, 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 such dispute or difference amicably, by mutual consultation.

27.2. If, after 30 (thirty) 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 here in

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 to the supplier.

**28. Limitation of Liability**

28.1. Except in cases of criminal negligence or wilful 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 the 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, licence fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive practices**

34.1. In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

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

## 12. Evaluation Criteria and Methodology

12.1 The evaluation of the Bids shall be based on functionality and the 80/20 PPPFA principle and the points for evaluation criteria are as follows:

| | |
|---|---|
| Price points | 80 |
| Specific goals | 20 |
| **Total** | **100 points** |

12.2 All Bids received shall be evaluated by SCM using the preference points system as stipulated in the Preferential Procurement Regulations of 2022

12.3 All bidders that score **40** points and more for functionality will be evaluated further on points for price and specific goals in terms of the 80/20 preference point system.

12.4 Functionality Criteria:

| Category | Criteria | Weight |
|---|---|---|
| 1 | **PROPOSED LAPTOPS COMPLY WITH SPECIFICATIONS** | 35 |
| 2 | **DELIVERY LEAD TIME (2 WEEKS)** | 5 |
| 3 | **BIDDER PROVIDED SIMILAR SERVICES BEFORE** | 5 |
| 4 | **THREE CONTACTABLE RELEVANT REFERENCE LETTERS** | 15 |
| | **TOTAL** | **60** |

## Annex A : Technical Specification

| Laptops | Quantity |
|---|---|
| **Minimum Specification**<br><br>**Processor: Intel Core i7 (13th Generation or newer) or Intel Core Ultra 7, or equivalent AMD Ryzen 7 Pro**<br>**Memory (RAM): Minimum 16 GB DDR5, expandable to 32 GB or more**<br>**Storage: Minimum 512 GB PCIe NVMe SSD**<br>**Display: 14-inch Full HD (1920 × 1080) Anti-Glare IPS Display**<br>**Graphics: Integrated Intel Iris Xe Graphics or equivalent**<br>**Operating System: Windows 11 Pro (64-bit)**<br>**Connectivity: Wi-Fi 6E or Wi-Fi 7, Bluetooth 5.3 or later**<br>**Mobile Broadband: Built-in WWAN module with Nano-SIM/eSIM support (4G LTE or 5G). The laptop must include an integrated SIM card slot to enable mobile broadband connectivity without requiring an external modem.**<br>**Ports: Minimum: 2 × USB-C (Thunderbolt 4 where applicable), 2 × USB-A 3.2, HDMI, Audio Combo Jack**<br>**Camera: Full HD (1080p) webcam with privacy shutter**<br>**Audio: Integrated stereo speakers and dual-array microphones**<br>**Keyboard: Spill-resistant, backlit keyboard**<br>**Battery: Minimum 54 Wh battery with ExpressCharge/Fast Charging technology**<br>**Security: TPM 2.0, Fingerprint Reader, Smart Card Reader (optional), BIOS protection, Secure Boot**<br>**Ethernet: Gigabit Ethernet via built-in port or Dell USB-C Ethernet adapter**<br>**Warranty: Minimum 3-Year Next Business Day On-site Manufacturer Warranty**<br>**Weight: Maximum 1.6 kg** | **10(Ten)** |
| **Accessories: 65W USB-C Power Adapter** | **10(Ten)** |
| **Accessories: Carry Bag** | **10(Ten)** |
| **Accessories: Wireless Mouse** | **10(Ten)** |

**ENQUIRIES:**

Contact Person: Mr Samuel Ntabane

Tel: 011 403 7182

Email: samuel@cge.org.za

**BIDDERS ARE REQUESTED TO SUBMIT THE FOLLOWING:**

- Central supplier database summary form
- Minimum of 3 Written reference letters from Clients
- Pricing Schedule

# 1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder…… Bid number…….....

Closing Time 11:00 Closing date……..

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

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | BID PRICE IN RSA CURRENCY |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | Sub Total | |
| | | | Vat (15%) | |
| | | | **Grand Total vat inclusive** | |

- Required by: …….
- At: …….

  …….
- Brand and model …….
- Country of origin …….

- Does the offer comply with the specification(s)?*YES/NO
- If not to specification, indicate deviation(s) …….
- Period required for delivery …….
  *Delivery: Firm/not firm
- Delivery basis …….

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

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

*Delete if not applicable

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | | CLOSING DATE: | | CLOSING TIME: | 11am |
| DESCRIPTION | | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | | CONTACT PERSON | |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | | E-MAIL ADDRESS | |

| **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 |

| **2** ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | **3** ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | ☐Yes ☐No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
|---|---|---|---|

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

# PART B
# TERMS AND CONDITIONS FOR BIDDING

| | |
|---|---|
| **1.** | **BID SUBMISSION:** |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.** |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 BIDDER:……

CAPACITY UNDER WHICH THIS BID IS SIGNED:……
(Proof of authority must be submitted e.g. company resolution)

DATE:……

**BIDDER'S DISCLOSURE**

## 1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| **Full Name** | **Identity Number** | **Name of organ of state** |
|---|---|---|
| | | |
| | | |
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| | | |
| | | |
| | | |

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

2.3.1 If so, furnish particulars:

……
……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

| **Supplier registration number (MAAA)** | **Status (active/inactive/deleted)** |
|---|---|
| | |
| | |
| | |
| | |
| | |

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

## 3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……
Signature Date

…… ……...
Designation Name of bidder

# CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

## PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)……..…… in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)…….

CAPACITY…….

SIGNATURE……..

NAME OF FIRM…….
DATE……..

WITNESSES

1…….……

2. ……

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……..….. accept your bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| **4 ITEM NO.** | **PRICE (ALL APPLICABLE TAXES INCLUDED)** | **5 BRAND** | **DELIVERY PERIOD** | **TOTAL PREFERENCE POINTS CLAIMED** | **POINTS CLAIMED FOR EACH SPECIFIC GOAL** |
|---|---|---|---|---|---|
| | | | | | |

4.I confirm that I am duly authorised to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have:

a. abused the institution's supply chain management system;

b. committed fraud or any other improper conduct in relation to such system; or

c. failed to perform on any previous contract.

4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|---|---|---|---|
| 4.1 | **Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?** (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied). | Yes ☐ | No ☐ |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.** | Yes ☐ | No ☐ |

| Item | Question | Yes | No |
|---|---|---|---|
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes ☐ | No ☐ |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes ☐ | No ☐ |
| 4.4.1 | If so, furnish particulars: | | |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)……**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

**……** **……**

**Signature** **Date**

**……** **……**

**Position** **Name of Bidder**

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

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

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

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### 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**

The applicable preference point system for this tender is the 80/20 preference point system.

a) 80/20 preference point system will be applicable in this tender. The lowest 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:

**80/20** **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

**80/20** **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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 (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| 100% black women owned | 7 | |
| 100% Owned by black persons with disabilities | 5 | |
| 100% Black youth owned | 5 | |
| 100% Black owned | 3 | |
| None Specified | 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 as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: .....

**DATE:** .....

**ADDRESS**:.....

.....

.....

This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

---

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

_____

**(Bid Number and Description)**

in response to the invitation for the bid made by:

_____

**(Name of Institution)**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[1] will not be construed as collusive bidding.

[1] 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

10. 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.

| | |
|---|---|
| **.....** | **.....** |
| **Signature** | **Date** |
| **.....** | **.....** |
| **Position** | **Name of Bidder** |