PONGOLA-UMZIMKULU CATCHMENT MANAGEMENT AGENCY

Tender number	Description	Required at	Due date
PUCMA11PK	**TO PROVIDE SUPPLY AND DELIVER OF (46) FORTY SIXTY LAPTOPS FOR PUCMA OFFICIALS** Bids obtainable from 09.09.2026: Documents can be downloaded from website: www.dws.gov.za/Tenders/tendersCurrent.aspx Bid documents is available from DWS (self-download - there is no charge for bidding) via the website: www.dws.gov.za/Tenders/tendersCurrent.aspx, and the National Treasury E-tender Portal. **Submission of bid response:** **Bids to be deposited in:** 303 Dr. Pixley KaSeme street Delta Towers Durban 4001. Bid Box Ground Floor For technical information please contact: Mr P Buthelezi Cell: 082 557 4064 Email:buthelezip@dws.gov.za For completion of bid documents please contact: Bid Office, Tel: 0674255331 Email: ndabas@dws.gov.za /mbokazis@dws.gov.za, Hours: 08:00-16:00. 80/20 preference points system will be used in accordance with the Regulation 4: Preferential Procurement Regulation, 2022 pertaining to Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), where the lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for specific goals as follows:	PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY **(PUCMA)**	Bid Closing 01/10/2026

	Specific goals and allocated points in terms of the directors/members/owners information or suppler company information: • Who are women = 5 points • Who has a disability = 5 points • Who is a youth = 5 points • Location enterprise (KwaZulu Natal Province) = 2 B-BBEE status level contributors from level 1 to 2 which are QSE or EME = 3 points		

PONGOLA-UMZIMKULU

PONGOLA-uMZIMKHULU

CATCHMENT MANAGEMENT AGENCY

(Established in terms of the National Water Act, 1998)

TERMS OF REFERENCE

FOR THE

SUPPLY AND DELIVERY OF

FORTY-SIX (46) LAPTOPS

FOR PUCMA OFFICIALS

Tender Number: PUCMA11PK

To be advertised externally on the National Treasury eTender Portal

Closing Date: [01/10/ 2026] – allow minimum 21 days from advertisement]

Bid Validity: 120 days from closing date

1. INTRODUCTION AND BACKGROUND

The Pongola-uMzimkhulu Catchment Management Agency (PUCMA) is a Schedule 3A public entity established in terms of the National Water Act, 1998 (Act No. 36 of 1998).

PUCMA is responsible for the integrated management of water resources within the Pongola-uMzimkhulu Water Management Area, including planning, protection, development, and sustainable use of water resources to support socio-economic development and environmental sustainability in KwaZulu-Natal and surrounding areas.

To execute its mandate effectively, PUCMA officials require reliable, secure, and portable computing devices. Current hardware is approaching end-of-life, resulting in reduced productivity, increased maintenance costs, and risks to data security and operational efficiency. This procurement will equip officials with modern X46-standard laptops that support data analysis, GIS applications, reporting, stakeholder engagement, remote work, and field operations.

This Terms of Reference (TOR) has been prepared by the Bid Specification Committee in accordance with the Public Finance Management Act (PFMA), Treasury Regulations, the Preferential Procurement Policy Framework Act (PPPFA) and its Regulations, and PUCMA's Supply Chain Management Policy. The TOR forms an integral part of the bid documents and will be used for competitive bidding advertised externally on the National Treasury eTender Portal.

Specifications are strictly developed in accordance with SITA Transversal RFB740 which provide for the outright purchase of personal computers, mobile devices and services. The contract is valid until 24 November 2026.

2. PURPOSE AND OBJECTIVES

The purpose of this procurement is to appoint a capable and compliant service provider for the supply and delivery of Forty-Six X46 laptops for PUCMA officials.

The objectives are to:

- Procure reliable, business-grade laptops that meet or exceed the defined X44 technical specifications and support PUCMA's operational requirements.
- Ensure value for money through competitive bidding while advancing B-BBEE and, where feasible, local economic development.
- Obtain laptops with a minimum three-year warranty and responsive local after-sales support.
- Strengthen PUCMA's ICT asset base in support of digital transformation and improved service delivery.
- Comply fully with all applicable legislation, including PFMA, PPPFA, POPIA and SITA Contract RFB740.

3. SCOPE OF SUPPLY AND SERVICES

The successful bidder shall be responsible for the following:

1. Supply of Forty-Six (46) brand-new, current-model laptops strictly meeting the X46 minimum technical specifications contained in Section 4.
2. Delivery to PUCMA's designated premises at 303 Dr. Pixley KaSeme Street, Delta Towers, Durban, 4001 26th Floor).
3. Provision of all standard accessories including AC power adapters (minimum 65W), and a protective carry sleeve/bag per unit.

4. Supply of comprehensive documentation: user manuals (English), warranty registration cards, and a consolidated list of serial numbers and asset details suitable for PUCMA's asset register.

5. Provision of warranty and after-sales support as detailed in Section 6.

4. DETAILED TECHNICAL SPECIFICATIONS

All bids should be in accordance with the attached specification (Annexure A)

5. QUANTITY AND DELIVERY REQUIREMENTS

- Quantity: Forty-Four (44) units. PUCMA reserves the right to adjust the final quantity by up to 10% before award without additional cost to the bidder.
- Delivery Timeline: Within thirty (30) calendar days from the date of the official purchase order (or such shorter period as offered by the bidder and accepted).
- Delivery Address: PUCMA Offices, 303 Dr. Pixley KaSeme Street, Delta Towers, Durban, 4001 (Ground Floor Reception – attention: SCM / ICT Unit).
- Packaging & Documentation: Units must be individually boxed with protective packaging. Each delivery must include a detailed delivery note, tax invoice, serial number list (Excel format), warranty documentation, and user manuals.
- Inspection & Acceptance: PUCMA reserves the right to inspect all units within five (5) working days of delivery. Non-compliant, damaged, or incorrect units will be rejected at the supplier's sole risk and expense.
- PUCMA reserve the right to cancel the purchase order should the successful bidder not meet delivery timelines

6. WARRANTY, SUPPORT AND MAINTENANCE

The successful bidder must provide:

- A minimum three (5) year warranty covering parts and labour (onsite or return-to-depot with collection/replacement service in the Durban/KwaZulu-Natal area).
- Proof of an authorised local service network or partnership with a reputable South African repair/service provider capable of responding within 48 hours for critical issues.
- Spare parts availability guarantee for the duration of the warranty period.
- A clear escalation and claims procedure (including contact details for technical support and warranty claims).

7. EVALUATION PROCESS AND CRITERIA

Bids will be evaluated in accordance with the PPPFA, Preferential Procurement Regulations 2022 (or latest applicable), and PUCMA's SCM Policy. The evaluation will be conducted in three sequential stages. Failure to meet the requirements of any stage will result in disqualification from subsequent stages.

Stage 1: Administrative Compliance (Pass / Fail)

Bids will be checked for completeness and compliance with mandatory administrative requirements. The following documents must be submitted and be valid:

- Valid Central Supplier Database (CSD) registration with active MAAA number.
- Valid Tax Compliance Status (TCS) PIN from SARS.
- Completed and signed SBD 1 (Invitation to Bid).
- Completed and signed SBD 4 (Bidder's Disclosure).
- Completed and signed SBD 6.1 (Preference Points Claim Form).
- Valid B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs).
- Company registration documents (CIPC).
- Proof of authority to sign (resolution or delegation).
- Any other documents listed in the bid pack or required by law.

Stage 2: Technical Compliance (Pass / Fail)

Only bids that pass Stage 1 will proceed. Bids will be evaluated for compliance with the mandatory technical specifications in Section 4. Bidders must submit the completed Technical Compliance Matrix (Annex A) together with clear manufacturer datasheets. Any bid that fails to meet one or more mandatory requirements will be disqualified. No points are awarded at this stage; it is a gateway evaluation.

Stage 3: Price and Preference Points Evaluation

Bids that pass Stages 1 and 2 will be evaluated on price and preference using the 80/20 preference point system (estimated value is expected to fall below the R50 million threshold).

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
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)**
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

- Price: 80 points
- Specific Goals / B-BBEE: 20 points (as claimed on SBD 6.1 and supported by valid B-BBEE documentation)

The bidder with the highest total points (price + preference) will be recommended for award, subject to objective criteria (risk assessment, abnormally low bid review, past performance, etc.) and final approval by the relevant authority.

8. PRICING AND PAYMENT INSTRUCTIONS

All prices must be quoted in South African Rand (ZAR) and must be firm for the duration of the contract (including the bid validity period). Prices must be inclusive of VAT, delivery, insurance in transit, and all other costs necessary to deliver the laptops in full working order to the specified address.

Bidders must complete the Pricing Schedule (Annex B or SBD 3.1 format) in full. Unit prices, quantities, VAT, and grand total must be clearly shown. No price adjustments will be allowed after award unless expressly provided for in the Special Conditions of Contract.

Payment will be made within thirty (30) days after satisfactory delivery, inspection, and acceptance of the goods, and upon receipt of a valid tax invoice and supporting documentation. No advance or progress payments will be made.

9. MANDATORY ADMINISTRATIVE AND RETURNABLE DOCUMENTS

In addition to the documents listed in Stage 1, bidders must submit:

- Completed Pricing Schedule.
- Manufacturer authorisation letter or proof that the bidder is an authorised reseller / partner for the brand offered (if applicable).
- 3x Reference Letters Supported by the award letters and proof of payment from previous clients.
- Reference Letters can be for supply of at least minimum of 10 Laptops.

10. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) apply in addition to the National Treasury General Conditions of Contract (GCC) for the Supply of Goods

- Prices are firm and not subject to escalation.
- No advance payments will be made.
- PUCMA reserves the right to increase or decrease the quantity by up to 10% prior to award.
- PUCMA reserves the right to reject any units that do not meet the specifications or are damaged.
- The supplier must provide a minimum Three-year warranty with responsive local support.
- All personal information processed in the course of this contract must comply with POPIA.
- The contract will be governed by South African law and subject to the jurisdiction of S.A courts.
- The specification will be in accordance with SITA contract RFB 740

11. GENERAL CONDITIONS OF CONTRACT

The National Treasury General Conditions of Contract (GCC) for the Supply of Goods and Services form part of this bid and any resulting contract. Bidders are deemed to have read, understood, and accepted the GCC. In the event of any conflict between the GCC and these Special Conditions or the TOR, the order of precedence shall be: (1) Special Conditions, (2) TOR/Specifications, (3) GCC.

12. BID SUBMISSION AND CLOSING DETAILS

Bids must be submitted in accordance with the instructions contained in the Invitation to Bid (SBD 1) and any additional instructions issued via the eTender portal. Bids must reach the designated tender box before the closing date and time. Late bids will not be accepted.

Closing Date and Time:01/10/2026 at 11:00]

Submission Method: As specified in the bid advertisement on the National Treasury eTender Portal (www.etenders.gov.za). Bidders are strongly advised to register on the portal and familiarise themselves with the submission requirements well in advance.

13. ENQUIRIES AND COMMUNICATION

All enquiries regarding this bid must be submitted in writing (email) only to the designated contact person listed below. No verbal or telephonic enquiries will be entertained. Enquiries must be submitted by no later than seven (7) working days before the closing date to allow sufficient time for responses, which will be published as addenda on the eTender portal.

Enquiries Contact:

Name: Sizakele Ndaba
Email: NdabaS@dws.gov.za
Telephone: 067 425 5331

Enquiries Contact:

Sbusiso Mbokazi
MbokaziS@dws.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY					
BID NUMBER:	PUCMA11PK	CLOSING DATE:	01/10.2026	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVER X46 LAPTOPS FOR PUCMA OFFICIALS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Address where the documents will be delivered:

303 Dr Pixley KaSeme Street Delta Towers Building (GROUND FLOOR) Tender Box

DURBAN 4001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms. S NDABA OR Mr. S MBOKAZI	CONTACT PERSON	
TELEPHONE NUMBER	0674255331	TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	Ndabas@dws.gov.za / Mbokazis@dws.gov.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NU	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NU	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [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, 2017, 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: ……………………………………………

1. EVALUATION CRITERIA

The **80/20** preference points system as prescribed in the **Preferential Procurement Regulations, 2017** Pertaining to the Preferential Procurement Policy Framework Act, (ACT NO 5 OF 2000) (PPPFA) will be applied to evaluate this proposal. Proposals received will be evaluated on the three (3) stages namely, Administrative Compliance, Specification Compliance, Price and Preference.

Stage 1: Administrative Compliance
Bidders are required to comply with the following listed below: - Failure to comply may lead to disqualification of the proposal.

No	Criteria	Yes	No
1	Tax compliant with SARS (to be verified through CSD or SARS).		
2	Active registration with Company Intellectual Property Commission (to be verified through CSD or CIPC). Attach copy of CIPC / CIPRO certificates.		
3	Complete, sign and submit Standard Bidding Documents forms (SBD1, SBD3.1, SBD4, SBD 6.1		

Stage 2: Specification or Technical Compliance

Compliance requirements:
- Full compliance to the requirements by indicating compliance or non-compliance on the Specification table requirements. Bidders must indicate compliance by means a (Tick "√": on Comply) and non-compliance by means of a (Cross "X": on Not Comply). A bidder who fails to comply with the specifications requirements will be disqualified and not considered for further evaluation.

No	Detailed Technical Specification	Comply	Not comply
1.	COMPUTERS AND ACCESSORIES		

Stage 3: 80/20 Principle will be applied in terms of the Preferential Procurement Regulations, 2017.

Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their price quotations, to substantiate their B-BBEE rating claims.

Bidders who qualify as EMEs or QSEs are only required to submit a sworn affidavit signed by the company representative and attested by a Commissioner of oaths, confirming its annual total revenue and level of Black ownership.
B-BBEE certificate must be a certified copy and it must be valid on or before the closing date

of the invitation in order for a bidder to qualify for the points to be claimed.

The original Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

NB: A Copy of certified copy of B-BBEE status level contributor certificate will not be accepted. NB: A Copy of a sworn affidavit will not be accepted.

BIDDERS ARE REQUESTED NOT TO MAKE A COPY OF THE DOCUMENT WHICH HAS ALREADY BEEN CERTIFIED FOR TENDERING PURPOSES!!

2. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract, as attached shall be regarded as an integral part of the contract documents.

4. PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

4.1 GENERAL

The SBD 3.1 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract and all other Specifications in the bid document.

4.2 QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.1 can be subject to change. **The Department reserves the right to only purchase one product per item or one item or none of the items in the pricing schedule.**

The validity of the contract will in no way be affected by differences between the quantities in the SBD 3.1 and the quantities finally certified for payment.

4.3 PRICING OF THE SCHEDULE

The rates to be filled in the SDB 3.1 should include all costs. All rates and amounts quoted in the SBD 3.1 shall be in SA Rands and shall include VAT where registered. Foreign currencies must be converted into SA Rands.

4.4 CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid, use of correction fluid will invalidate your bid, but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder, failure to initial where the correction was done will invalidate your bid.

5. Therewith I,____ (Bidder's Name) declare that I have read, completed and understood the above specifications.____________________ ________________

Bidder's Signature **Date**

PONGOLA-UMZIMKULU CATCHMENT MANAGEMENT AGENCY

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

SUPPLY AND DELIVERY OF LAPTOPS AND COMPUTERS AND ACCESSORIES

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: Closing Time 11:00am	Bid number Closing date:

OFFER TO BE VALID FOR **60** DAYS FROM THE CLOSING DATE OF BID.

ITEM	**DESCRIPTION**	**QTY**	**UNIT PRICE** *(To be filled by the bidder)*	**BID PRICE** *(To be filled by the bidder)*
1	DELL PRO 14Plus (PB14250) NOTE 3 512GB HARD DRIVE	6		
	PROCESSOR I7			
	BACKPACK			
	RAM 16GB			
	5YRS ON SITE WARRANTY			
	Dell USB-C to ETHERNET ADAPTER			
	WINDOWS 11			
2	DELL PRO 14 Premium (PA14250) NOTE3 Thin and Light 512GB HARD DRIVE	3		
	PROCCESOR I7			
	BACKPACK			
	RAM 16GB			
	Dell USB-C to ETHERNET ADAPTER			
	5YRS ON SITE WARRANTY			
	WINDOWS 11			
3	DELL PRO Max 16 (MC16250) NOTE 5 1TB HARD DRIVE	6		
	PROCCESOR I7			
	BACKPACK			
	RAM 32GB			
	5YRS ON SITE WARRANTY			
	WINDOWS 11			

4	HP ELITEBOOK X Flip G1i 14 2in1 Note Tab1 512 HARD DRIVE	2		
	PROCESSOR I7			
	BACKPACK			
	RAM 16GB			
	WINDOWS 11			
	5YRS ON SITE WARRANTY			
5	HP ELITEBOOK X Flip G1i 14 2in1 Note Tab1 512 HARD DRIVE	2		
	PROCESSOR I7			
	BACKPACK			
	RAM 16GB			
	WINDOWS 11			
	5YRS ON SITE WARRANTY			
6	DELL PRO 16 Plus (PB16250) NOTE 4 512GB	7		
	PROCCESOR I7			
	BACKPACK			
	RAM 16GB			
	5YRS ON SITE WARRANTY			
	WINDOWS 11			
7	DELL PRO 14Plus (PB14250) NOTE 3 512GB HARD DRIVE	7		
	PROCESSOR I7			
	BACKPACK			
	RAM 16GB			
	5YRS ON SITE WARRANTY			
	WINDOWS 11			
	DELL USB-C to RJ45 Adapter			
8	DELL PRO 14Plus (PB14250) NOTE Tab1 2in1 512GB HARD DRIVE	1		
	PROCCESOR I7			
	BACKPACK			
	RAM 16GB			
	5YRS ON SITE WARRANTY			
	WINDOWS 11			
	DELL USB-C to RJ45 Adapter			
9	DELL PRO 16 Plus (PB16250) NOTE 4 512GB HARD DRIVE	3		
	PROCCESOR I7			
	BACKPACK			
	RAM 16GB			
	5YRS ON SITE WARRANTY			
	WINDOWS 11			

10	HP ELITEBOOK 6 G1i 14 (14") NOTE 4 512 HARD DRIVE	1		
	PROCESSOR I7			
	BACKPACK			
	RAM 16GB			
	WINDOWS 11			
	5YRS ON SITE WARRANTY			
	HP USB-C to RJ45 Adapter			
11	DELL PRO 14Plus (PB14250)E5550 - (14")NOTE 3 512GB HARD DRIVE	4		
	PROCCESOR I7			
	BACKPACK			
	RAM 16GB			
	5YRS ON SITE WARRANTY			
	WINDOWS 11			
	DELL USB-C to RJ45 Adapter			
12	DELL PRO 14 Premium(PA14250) NOTE 3(Thin &Light) 512GB HARD DRIVE	1		
	PROCCESOR I7			
	BACKPACK			
	RAM 16GB			
	DELL USD-C to Ethernet Adopter			
	5YRS ON SITE WARRANTY			
	WINDOWS 11			
13	DELL PRO 16 Plus (PB16250) (16") NOTE 4 512GB HARD DRIVE	2		
	PROCCESOR I7			
	BACKPACK			
	RAM 16GB			
	5YRS ON SITE WARRANTY			
	WINDOWS 11			
14	HP ELITEBOOK X Flip G1i 14 2in1 Note Tab1 512 HARD DRIVE	1		
	PROCESSOR I7			
	TROLLEY LEATHER BAG			
	RAM 16GB			
	WINDOWS 11			
	HP USB-C to RJ45 Adapter			
	5YRS ON SITE WARRANTY			
SUB-TOTAL				
VAT @ 15%				
TOTAL BID PRICE				

- 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.

DECLARATION OF INTEREST

1 Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: ....

2.2 Identity Number: ....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ....

2.4 Company Registration Number: ....

2.5 Tax Reference Number: ....

2.6 VAT Registration Number: ....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……………………………………
Name of state institution at which you or the person connected to the bidder is employed : ……………………………………
Position occupied in the state institution: ……………………………………

Any other particulars:
……………………………………………………………
……………………………………………………………
……………………………………………………………

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

……………………………………………………………
……………………………………………………………
……………………………………………………………

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
……………………………………………………………
……………………………………………………………
……………………………………………………………

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

………………………………… …. … ……………….
. ……………… ……………… ……… …. .. ……………..
……………………………… … ………………………………..

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

……………………………… .. ……… … ………..
.. ………………… .. ….. .. ……………………… .. …
.. … ………………………………………………………….

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

.. …… ……… …….. … …… .. .. ……… .. … …. …
… … ……… .. …. …. .. .. … . ……. … …… ……
… …. …….. .. …. . ……………… ……………. ………………

3 **Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Reference	Tax Number	State Number Number	Employee / Persal

4 DECLARATION

I, THE UNDERSIGNED (NAME)…………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE

………………………………… ……………………………………
Signature Date

………………………………… ……………………………………
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1 1 The following preference point systems are applicable to all bids:

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1 4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor**" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;
2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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**

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

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted............... ....%

ii) The name of the sub-contractor........ ....

iii) The B-BBEE status level of the sub-contractor.................... ....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans

OR

Any EME
Any QSE

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:...

8.2 VAT registration number:...

8.3 Company registration number:...

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

....

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business...............................

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	
1. ………………………………	……………………………… SIGNATURE(S) OF BIDDERS(S)
2. ………………………………	DATE: ………………………………
	ADDRESS ………………………………
	………………………………
	………………………………

PONGOLA-UMZIMKULU CATCHMENT MANAGEMENT AGENCY

COMPUTERS AND ACCESSORIES

ANNEXTURE A   STANDARD SPECIFICATION

Item	Description	Qty
1	DELL PRO 14Plus (PB14250) NOTE 3 512GB HARD DRIVE for **(N MOKOENA) (SR NAIDOO)(A. MANILAL)**and **(OFFICIALS)**	6
	PROCESSOR I7	
	BACKPACK	
	RAM 16GB	
	5YRS ON SITE WARRANTY	
	Dell USB-C to ETHERNET ADAPTER	
	WINDOWS 11	
2	DELL PRO 14 Premium (PA14250) NOTE3 Thin and Light 512GB HARD DRIVE for **(ASD HR)(ASD REVENUE)(ASD SCM)**	3
	PROCCESOR I7	
	BACKPACK	
	RAM 16GB	
	Dell USB-C to ETHERNET ADAPTER	
	5YRS ON SITE WARRANTY	
	WINDOWS 11	
3	DELL PRO Max 16 (MC16250) NOTE 5 1TB HARD DRIVE for **(TECHNICAL)**	6
	PROCCESOR I7	
	BACKPACK	
	RAM 32GB	
	5YRS ON SITE WARRANTY	
	WINDOWS 11	
4	HP ELITEBOOK X Flip G1i 14 2in1 Note Tab1 512 HARD DRIVE for **(SENIOR MNGMT)**	2
	PROCESSOR I7	
	BACKPACK	
	RAM 16GB	
	WINDOWS 11	
	5YRS ON SITE WARRANTY	
5	HP ELITEBOOK X Flip G1i 14 2in1 Note Tab1 512 HARD DRIVE for **(S NAIDOO)(J REDDY)**	2
	PROCESSOR I7	
	BACKPACK	
	RAM 16GB	
	WINDOWS 11	
	5YRS ON SITE WARRANTY	

6	DELL PRO 16 Plus (PB16250) NOTE 4 512GB for **(SENIOR OFFICIALS)**	7
	PROCCESOR I7	
	BACKPACK	
	RAM 16GB	
	5YRS ON SITE WARRANTY	
	WINDOWS 11	

7	DELL PRO 14Plus (PB14250) NOTE 3 512GB HARD DRIVE for **(M MUDAU)(F KHANYA)(M NYATHI)(N XABA)(N MADIBE)(N MCHUNU)(K SILUBANE)**	7
	PROCESSOR I7	
	BACKPACK	
	RAM 16GB	
	5YRS ON SITE WARRANTY	
	WINDOWS 11	
	DELL USB-C to RJ45 Adapter	
8	DELL PRO 14Plus (PB14250) NOTE Tab1 2in1 512GB HARD DRIVE for **(Dr GOVENDER)**	1
	PROCCESOR I7	
	BACKPACK	
	RAM 16GB	
	5YRS ON SITE WARRANTY	
	WINDOWS 11	
	DELL USB-C to RJ45 Adapter	
9	DELL PRO 16 Plus (PB16250) NOTE 4 512GB HARD DRIVE for **(P MAKHAYE)B VITHI)(K NAIDOO)**	3
	PROCCESOR I7	
	BACKPACK	
	RAM 16GB	
	5YRS ON SITE WARRANTY	
	WINDOWS 11	
10	HP ELITEBOOK 6 G1i 14 (14") NOTE 4 512 HARD DRIVE for **(Z NGCOBO)**	1
	PROCESSOR I7	
	BACKPACK	
	RAM 16GB	
	WINDOWS 11	
	5YRS ON SITE WARRANTY	
	HP USB-C to RJ45 Adapter	
11	DELL PRO 14Plus (PB14250)E5550 - (14")NOTE 3 512GB HARD DRIVE for **(P ZWANE) (S MBOKAZI) (S MCHUNU)(N BUTHELEZI)**	4
	PROCCESOR I7	
	BACKPACK	
	RAM 16GB	
	5YRS ON SITE WARRANTY	
	WINDOWS 11	

	DELL USB-C to RJ45 Adapter	
12	DELL PRO 14 Premium(PA14250) NOTE 3(Thin &Light) 512GB HARD DRIVE For **(Dr MDLULI)**	1
	PROCCESOR I7	
	BACKPACK	
	RAM 16GB	
	DELL USD-C to Ethernet Adopter	
	5YRS ON SITE WARRANTY	
	WINDOWS 11	
13	DELL PRO 16 Plus (PB16250) (16") NOTE 4 512GB HARD DRIVE for **(C MOONSAMY)(B DUKHEA)**	2
	PROCCESOR I7	
	BACKPACK	
	RAM 16GB	
	5YRS ON SITE WARRANTY	
	WINDOWS 11	
14	HP ELITEBOOK X Flip G1i 14 2in1 Note Tab1 512 HARD DRIVE for **(S MAKHANYA)**	1
	PROCESSOR I7	
	TROLLEY LEATHER BAG	
	RAM 16GB	
	WINDOWS 11	
	HP USB-C to RJ45 Adapter	
	5YRS ON SITE WARRANTY	

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1 The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

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

33. National Industrial Participation (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 No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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