



**TRANS-CALEDON TUNNEL AUTHORITY**

TCTA was established by Government Notice No 2631 in Gazette No 10545 dated 12 December 1986 and then revised by Government Notice No 277 in Gazette No 21017 dated 24 March 2000

It is a specialised liability management body for bulk water supply development in the most cost-effective manner to the benefit of the water consumer.

TCTA is based in Centurion.

For more information on TCTA, please visit our web site [www.tcta.co.za](http://www.tcta.co.za)

**REQUEST FOR BID (RFB)**

**RFB NO: 109/2022/IT/DESKTOPS/RFB**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF  
DESKTOPS AND LAPTOPS, INCLUDING, WARRANTY AND SUPPORT FOR A  
PERIOD OF THREE YEARS.**

<b>Bid Number</b>	109/2022/IT/DESKTOPS/RFB
<b>Title of this RFB</b>	Appointment of a service provider for the provision of Desktops and Laptops, including warranty and support for a period of three years.
<b>RFB Issue Date</b>	01 June 2022
<b>Clarification and enquiries</b>	NB: Kindly send all clarification questions or enquiries to the receiving officers at <a href="mailto:tenders02@tcta.co.za">tenders02@tcta.co.za</a> .
<b>Briefing session (optional) requirements</b>	Online: Microsoft Teams NB: Send an e-mail to <a href="mailto:tenders02@tcta.co.za">tenders02@tcta.co.za</a> to preregister and receive an invite.
<b>Briefing Session (optional) date and time:</b>	14 June 2022 @ 11h00
<b>RFB Closing Time &amp; Date</b>	04 July 2022 @ 11h00
<b>Bid Validity Period</b>	120 calendar days commencing from the RFT closing date
<b>Delivery Address</b>	Proposals must be hand delivered at TCTA's offices located at the address indicated below and addressed to The Receiving Officer, and marked RFB No: TCTA RFB No: 109/2022/IT/DESKTOPS/RFB on or before the closing date and time: 265 West Avenue Tuinhof Building Stinkhout Wing Centurion
<b>Communication</b>	All communication relating to the RFT must be addressed to the following e-mail address: <a href="mailto:tenders02@tcta.co.za">tenders02@tcta.co.za</a> . TCTA shall not be held responsible for any eventuality resulting from the sending of RFB related communication to a different e-mail address.
<b>1 Envelope System – Technical Proposals</b>	
Originals to be submitted	1
Copy to be submitted	1
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## 1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

<b>B-BBEE</b>	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	Means the B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
<b>BID SUBMISSION</b>	A bidder's written proposal in response to an Invitation for Bids (Request for Proposals/Request for Quotations/Request for Information etc)
<b>BLACK PEOPLE</b>	African, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
<b>CONSORTIUM or JOINT VENTURE OR CONSORTIUM</b>	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;
<b>CONSULTANT</b>	A consultant means a professional person appointed to provide Technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
<b>CONTRACT</b>	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
<b>CONTRACT MANAGER</b>	A representative from the Requesting Department that will be responsible for monitoring the day to day activities related to the contract.
<b>DESIGNATED SECTORS</b>	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
<b>EME</b>	means exempt micro enterprises with an annual total revenue of R5 million or less in terms of the B-BBEE Codes of Good Practice of 2007 and an entity with a turnover of less than R 10 million in terms of the amended B-BBEE Codes;
<b>QSE</b>	means qualifying small enterprises with an annual total revenue of R10 million or less in terms of the B-BBEE Codes of Good Practice of 2007 in terms of the amended B-BBEE Codes;
<b>PROCUREMENT SPECIALIST</b>	Duly appointed person in the Procurement unit responsible for Procurement related transactions and processes including RFQs

<b>PO</b>	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
<b>RD</b>	A requesting department withing TCTA or its representative
<b>ROE</b>	Rate of Exchange
<b>SUPPLIER</b>	A juristic person or legal entity that provides goods or services to TCTA.
<b>OEM</b>	Original Equipment Manufacturer

## 2. PREPARATION OF BID SUBMISSIONS

- 2.1. Bidders are required to comply fully with this Request for Bid including annexures and the relevant appendix during submission to TCTA;
- 2.2. For a Bid Submission to be acceptable, it must:
  - 2.2.1. Not be late and delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time, notwithstanding that such late submission is as a result of circumstances beyond the Bidder's control;
  - 2.2.2. Clearly reflect the Bid description and bid number on the outer packaging;
  - 2.2.3. Contain a firm and unconditional price;
  - 2.2.4. Contain all signed and completed Appendix and Annexures; and
  - 2.2.5. Annexures must be reproduced if provided spaces is not enough but must contain all the information as per the required Annexure.
- 2.3. TCTA reserves the right to reject bids that are not acceptable and to not evaluate them. This section is subject to the provisions of the Conditions of Bid.
- 2.4. This Bid has 5 stages of evaluation summarised in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

## 3. PROJECT DESCRIPTION

TCTA intends to appoint a reputable, well-resourced, and experienced accredited ICT partner, with a BBBEE Status Level of 1-4, to provide Desktops, Laptops, accessories, warranty, and support for a period of three years to replace the current desktop and laptop equipment.

### 3.1. SCOPE OF WORK

The Planned Units as listed in Table 1 below, are required to be delivered within 2 - 3 (two to three) weeks (or as agreed to with TCTA) from date of TCTA Purchase Order as follows:

- 13.3" Laptops – 180
- 15.6" Laptops – 30
- All-in-One Desktops – 10
- 23".8" Desktop Screens – 220
- Keyboards & Mouse – 210
- Port Replicator – 210
- Laptop Bags - 210

Images to be bundled at factory with the following:

- Basic (Operating System – Windows 10 64 Bit Enterprise (or Windows 11 if available) activated (TCTA has volume license), Microsoft Office 365 64 bit (TCTA will provide license), Acrobat Pro DC, drivers relative to the proposed equipment and the Cibecs agent (will be provided by TCTA)
- The responsibility for delivering a working solution shall reside with the Supplier, not the end user. The Supplier shall be fully accountable for the system configuration, correct implementation of the final solution, service, and support.
- The Laptop, Desktops, Monitors and Docking station/port Replicator must be of the same brand.

**Note:**

**Table 1.1 Mandatory Requirements – Technical Specifications**

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops
<b>Operating System</b>	Windows 10 Enterprise 64-bit (Windows 11 if available)	Windows 10 Enterprise 64-bit ((Windows 11 if available)	Windows 10 Enterprise 64-bit (Windows 11 if available)
<b>Cpu</b>	11 <sup>th</sup> Gen Intel Core i7 or higher	11 <sup>th</sup> Gen Intel Core i7 or higher	11 <sup>th</sup> Gen Intel Core i9 or higher
<b>Memory(min-expandable)</b>	32 GB	32 GB	32 GB
<b>Hard Disk</b>	512 GB PCIe NVMe SSD	512 GB PCIe NVMe SSD	512 GB PCIe NVMe SSD
<b>Graphics</b>	Integrated Intel Iris X Graphics	Integrated Intel Iris X Graphics	Integrated
<b>Keyboard</b>	Spill resistant backlit keyboard	Spill resistant backlit keyboard	Wireless full-size keyboard + optical mouse

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops
<b>Security</b>	TPM 2.0	TPM 2.0	TPM 2.0
<b>Fingerprint Reader</b>	Sensor	Sensor	
<b>Warranty</b>	3-year standard OEM warranty.	3-year standard OEM warranty.	3-year standard OEM warranty.
<b>Display Size</b>	13.3" Full High Definition (FHD) Anti-Glare	15.6" Full High Definition (FHD) Anti-Glare	23.8" Anti-Glare
<b>Pointing Device</b>	Clickpad	Clickpad	
<b>Ports</b>	Thunderbolt with Type C, r, HDMI Port USB Type A USB Type A charging Headphone/Microphone combo jack	Thunderbolt with Type C, r, HDMI Port USB Type A USB Type A charging Headphone/Microphone combo jack	Headphone/Microphone Combo Jack, USB Type c, Usb Type A, HDMI Port + Display Port
<b>Webcam</b>	720P HD Privacy Camera	720P HD Privacy	5 MP Camera
<b>WLAN</b>	Wi-Fi 6, WLAN & Bluetooth	Wi-Fi 6, WLAN & Bluetooth	10/100/1000 Ethernet + Dual band wireless + Bluetooth + Wifi
<b>Battery life (At Least)</b>	8 hours	8 hours	N/A

**Table 1.2 Mandatory Requirements – Technical Specifications for Accessories**

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops
<b>External Keyboard &amp; Mouse</b>	Wireless full-size keyboard + optical mouse	Wireless full-size keyboard + optical mouse	N/A
<b>Docking station / Port Replicator</b>	USB C to host (charging + connectivity) AC power in HDMI + DisplayPort, VGA preferred USB 3 Type A (at least 3) 100/1000 Ethernet Port	USB C to host (charging + connectivity) AC power in HDMI + DisplayPort, VGA preferred USB 3 Type A (at least 3) 100/1000 Ethernet Port	N/A
<b>Laptop Bags</b>	Backpack (3 compartments + 2 pockets)	Backpack (3 compartments + 2 pockets)	N/A

**Table 1.3 Mandatory Requirements – Technical Specifications Desktop Screens**

Description	Features
<b>Warranty</b>	3-year standard OEM warranty.
<b>Physical security features</b>	Security lock-ready
<b>Connectivity</b>	HDMI; VGA
<b>Display Features</b>	Anti-Glare; low Blue Light Mode
<b>Resolution</b>	23.8" FHD
<b>Power &amp; Connectivity Cable</b>	Power Cable & HDMI Cable – must accompany Monitor

Bidders must also tick yes or no to all the items listed in tables 1.1-1.3, in the relevant Checklist attached as **Appendix 1**

### 3.2. SUPPORT

- Turnaround time to be strictly 48 hours for Repairs/Replacements of faulty equipment from date of first delivery.
- The support is at 265 West Avenue, Centurion or at an employee's place of residence within a 50km radius of TCTA. Employees outside of the radius will be required to bring the equipment to TCTA so that the repair/replacement can be attended to.

## 4. STAGE 1: PRE- QUALIFICATION

Only bidders who have a minimum BBBEE status level of contributor of 1- 4 may respond to the RFB.

**The following document/s must be provided as proof of the above-mentioned criteria:**

- BBBEE Certificate issued by verification Agency approved by SANAS or Sworn Affidavit for Exempted Micro Enterprise or Qualifying Small Enterprise which are 51% black owned
- In the case of Joint Ventures:

A Consolidated BBBEE certificate issued by verification Agency approved by SANAS.

**A bidder that does not submit proof of the above documents or fails to meet the requirements for pre-qualification, will be disqualified at this stage and not evaluated any further.**

## 5. STAGE 2: RETURABLE DOCUMENTS (SUBMISSION REQUIREMENTS)

One Envelope System will be followed. Bidders must submit documentation in accordance with the numbering set out in this RFB. Bid submissions must follow system as detailed in

**Table 2: Envelope A – Technical & Financial Proposal**

SECTION	DESCRIPTION	SUBMISSION REQUIREMENT
Section 1	SBD 1: Invitation to bid and terms and conditions for bidding	Non-Mandatory
	SBD 3.1: Pricing Schedule – Firm price	Non-Mandatory
	SBD 4: Declaration of Interest	Non-Mandatory
	SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2017	Non-Mandatory



	SBD 7.2: Contract form- Rendering Services	Non-Mandatory
	SBD 8: Declaration of bidder's past supply chain management practices	Non-Mandatory

SECTION	DESCRIPTION	SUBMISSION REQUIREMENT
	SBD 9: Certificate of independent bid determination	Non-Mandatory
<b>Section 2</b>	Proof of registration on National Treasury Central Supplier Database	Non-Mandatory
<b>Section 3</b>	Tax Clearance certificate with tax Compliance Status Pin	Non-Mandatory
<b>Section 4</b>	BBBEE Certificate issued by a registered Auditor approved by IRBA or Verification Agency approved by SANAS, or a sworn Affidavit for EME and QSE. Consolidated BBBEE for Joint Venture tenderers issued by a registered Auditor approved by IRBA or Verification Agency approved by SANAS, or a sworn Affidavit for EME and QSE	Mandatory
<b>Section 5</b>	Proof of Original Equipment Manufacturer (OEM) Accreditation	Mandatory
<b>Section 6</b>	Company Track Record: Form 1 to be completed for points allocation	Non- Mandatory but will be used for technical points scoring
<b>Section 7</b>	Bidders must submit Appendix 1 with all the items listed in tables 1.1-1.3, ticked as yes. <b>Appendix 1 submitted with any "No"s will not meet the requirement. Appendix 1 submitted with any conditions will not meet the requirement.</b>	Mandatory
<b>Section 8</b>	Financial Proposal (Price and Preference) <ul style="list-style-type: none"> <li>Bidders must price their bid submission according to the scope of work.</li> <li>Pricing must cover all the items listed under tables 1.1. 1.2 &amp; 1.3</li> <li>Bidders to complete Appendix 3 for pricing.</li> <li>All prices must be inclusive of VAT, delivery.</li> </ul>	Mandatory

**If a bidder fails to submit any of the non-mandatory documents or schedules within 5(five) working days of being called upon to do so, TCTA may disqualify the bidder.**

**Failure to submit with the bid, any document marked as Mandatory, will lead to the bidders being disqualified.**

**Failure by the bidder to submit or complete any of the document to be used for technical scoring will result in the bidder scoring zero for the respective section.**

## 6. STAGE 3: FUNCTIONAL EVALUATION

The evaluation criteria set out below in table 4 will be used to evaluate the bidder's functional requirements.

**Table 4:**

FUNCTIONALITY EVALUATION		
SECTION	Evaluation criteria	Points
<b>Company experience (Section 7)</b>		
	Points will be awarded with clients in the past 6 years for the supply) of Desktops and Laptops, including warranty and support	40
	<p>Points will be allocated as follows:</p> <p>1 contract = 10 points  2 contracts = 20 points  3 contracts = 30 points  4 contracts = 40 points</p> <p>Bidders are advised to complete Form 1 with all the required information.</p> <p>TCTA reserves the right to contact the companies that are listed in Form 1 to confirm the authenticity of the information provided.</p> <p>Points will be awarded as follows</p> <p>100 units supplied to 1 client = 10 points  200 units supplied to 1 client = 20 points  Above 200 units supplied to 1 client = 30 points</p> <p><b>Bidders are advised to complete Form 1 with all the required information. Bidders will score 0 if Appendix 2 form 1 is not completed.</b></p>	30
	Total	70

A total of 70 points is allocated to this section. Bidders will have to achieve a minimum score of **50 points** out of 70 points to proceed to the next stage of the evaluation process. Bidders scoring less than the **50 points** threshold will be disqualified at this stage.

## 7. STAGE 4: PRICE AND B-BEEE

TCTA will evaluate all Bid Submissions in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPFA).

Appendix 3 will be used for the evaluation of price. Bidders are required to provide a total fixed price over the contract period as per the table in Appendix 3.

All the pricing for items must be and meet the specification as outlined in details in table 1.1. 1.2 & 1.3.

## **8. B-BBEE AND PRICES**

### **8.1. B-BBEE**

- 8.1.1. A bidder who fails to submit proof of B-BBEE status level of contributor or a non-compliant bidder will not be disqualified at this stage but:
  - 8.1.1.1. May only score points out of 80 for price.
  - 8.1.1.2. Scores 0 out of 20.
- 8.1.2. Section 14.1.1 shall not apply if this bid has a pre-qualification stage.
- 8.1.3. A joint venture or consortium must submit a consolidated B-BBEE certificate in order to earn B-BBEE points.
- 8.1.4. All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case they must submit a validly commissioned affidavit QSEs that do not meet level 1 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS.
- 8.1.5. An EME or QSE with 100% black ownership qualifies at a Level One.
- 8.1.6. An EME or QSE with more than 51% black ownership qualifies at a Level Two.
- 8.1.7. If black ownership of an EME is below 51%, it qualifies at a Level Four.
- 8.1.8. If black ownership of a QSE is below 51%, it is required to be measured in terms of the QSE

### **8.2. PRICE**

- 8.2.1. If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of the PPPFA.
- 8.2.2. Price must be reflected Excluding and Including VAT.
- 8.2.3. All prices must include disbursements.
- 8.2.4. Prices must be firm and unconditional. Bids with conditional prices will rejected at the bid opening as not meeting the conditions of bid.

- 8.2.5. Price adjustments based on ROE fluctuations, would be allowed only on the imported contents of the commodity and to meet only the suppliers' additional costs of the imported content. Bidders are required to submit proof of such fluctuations (receipts for goods purchased at higher ROE as compared to the ROE at the time of submitting a tender) with their application for ROE adjustment. TCTA will only consider such applications after every 120 days

### **8.3. PREFERENTIAL POINTS CALCULATION**

The weighting of the evaluation criteria is as follows:

Price	= 80 Points
B-BBEE	= 20 Points
Total	= 100 Points

## **9. STAGE 5: SUPPLIER VETTING**

TCTA reserves the right to disqualify a successful bidder who/whose:

- 9.1. Submits fraudulent information or information that they do not have to authority to submit;
- 9.2. Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
- 9.3. Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- 9.4. Has a director and/or stakeholder who is employed by any organ of state; and
- 9.5. Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

## **10. CONDITIONS OF BID**

Any bid submission that does not meet the conditions of bid may be rejected and not evaluated at all. Such a bid submission will not be acceptable.

### **10.1 COSTS OF BIDDING**

- 10.1.1. Bidders shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA or attending the compulsory briefing session.

- 10.1.2. TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable a non-refundable fee for documents may be charged.

## **10.2 CLARIFICATIONS**

- 10.2.1. All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at least five business days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.
- 10.2.2. TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.
- 10.2.3. Should a Bidder fail to submit and/or complete non-mandatory annexures, TCTA will call upon the Bidder to complete and submit such annexures. TCTA reserves the right to request clarity to remove any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested non-mandatory documents or schedules within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder and no mandatory annexures, mandatory documents and/or mandatory schedules shall be requested after the tender closing date and time.

## **10.3 AMENDMENTS**

- 10.3.1. TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 3 (three) business days prior to the stipulated closing date and time.
- 10.3.2. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 10.3.3. TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 10.3.4. TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 10.3.5. TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.

- 10.3.6. In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

#### **10.4 MODIFICATION, ALTERATION OR SUBSTITUTION AND/OR WITHDRAWAL OF A BID SUBMISSION**

- 10.4.1. Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time prior to the stipulated closing date and time.
- 10.4.2. Any amendment or alteration to the Bid documents must be received before the closing date and time of the Bid as stipulated in the Special conditions of Bid. The words "Amendment to Bid" and the description of the Bid must be clearly reflected on the envelope containing the documents or courier packaging as referred to in Condition 8.2.
- 10.4.3. No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.
- 10.4.4. TCTA reserves the right to request Bids for clarification needed to evaluate their Bids, however, such request for clarification shall not allow or entitle Bidders to change the substance or price of their Bids after Bid opening. Any request for clarification and the Bidder's responses will be made in writing.

#### **10.5 VALIDITY PERIOD**

- 10.5.1. All Bid Submissions must remain valid from the stipulated closing date and time of the Request for Bid for the period stated in this Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.
- 10.5.2. In the event that TCTA issues a request to extend the validity period, failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission.
- 10.5.3. In the event that a bidder rejects the extension of validity period with no further comments. The bidder's rejection shall be accepted as a withdrawal from the bid process.
- 10.5.4. In the event that a bidder rejects the extension of the validity period and requests an adjustment to their bid price. Such adjustment has to be in line with the Consumer Price Index applicable at the time of request for extension and/or a recognised industry pricing guide. Adjustments outside of these parameters or for any other reason will not be acceptable and the bidders original bid price shall be deemed to be applicable for the extended validity period.

## **10.6 CONFIDENTIALITY**

All Bid Submissions received by TCTA will remain in TCTA's possession. Save as may be required by law or by any court of competent jurisdiction or similar body having appropriate jurisdiction, no information contained in or relating to any Bid Submissions will be disclosed to any other parties.

## **10.7 RIGHT NOT TO AWARD**

TCTA reserves the right, at its sole discretion, not to award to any of the Bidders or to cancel a Bid in line with regulation 13 of the Preferential Procurement Regulations, 2017:

- 10.7.1. Due to changed circumstances; there is no longer a need for the goods or the services specified in the invitation;
- 10.7.2. Funds are no longer available to cover the total envisaged expenditure;
- 10.7.3. No acceptable Bid is received; or
- 10.7.4. There is material irregularities in the Bid process

## **10.8 TERMS AND CONDITIONS OF CONTRACT**

- 10.8.1. Once the successful bidder is issued with a Letter of Award, a pre-liminary contract will be deemed to have been concluded between TCTA and the successful Bidder, which contract will include the following documents:
  - 10.8.1.1. The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;
  - 10.8.1.2. The relevant Bid Submissions;
  - 10.8.1.3. The letter of acceptance to the successful Bidder/s; and
  - 10.8.1.4. Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and
  - 10.8.1.5. The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.
- 10.8.2. The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable



10.8.3. In the event that TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid, without liability of any nature, and to conclude an agreement with any other Bidder as may be necessary to meet TCTA's requirements.

**10.8.4. Variations**

No variations to the contract price will be accepted within 6 months from the date of award, unless otherwise stipulated in the Letter of Award.

**10.8.5. Performance Management**

10.8.5.1. This contract shall be subject to performance management in line with TCTA's Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA or other organs of state.

10.8.5.2. If the final signed contract between the parties does not stipulate the number of times performance management meetings shall be held, they must be held as outlined below.

More than 3 years	once every month;
1 year to 3 years	once every 3 (three) months
6 months to 1 year	at least twice in the contract's duration
Less than 6 months	at least once in the contract's duration

**10.8.6. Communication**

The successful bidder must forward all communication in respect to this contract to the Contract Manager stipulated in the Letter to Award.

**10.9 SUBCONTRACTING AFTER AWARD**

The successful bidder:

- 10.9.1. May only subcontract this scope of work no less than 6 (six) months after award;
- 10.9.2. May only subcontract with the prior written approval from the Contract Manager appointed by TCTA.
- 10.9.3. May only sub-contract more than 25% of the contract to a third party that has a B-BBEE status level that is more or equal to that of the successful bidder unless the third party is an EME capable of executing the contract.

## **10.10 CESSION OF RIGHTS**

- 10.10.1. The successful bidder may cede their rights to a third-party provided that:
- 10.10.1.1. The cession does not take place less than 6 (six) months from the date of award;
  - 10.10.1.2. The third-party is registered on the CSD;
  - 10.10.1.3. The third-party has a BBBEE status level of contributor equal to or higher than that of the successful bidder;
  - 10.10.1.4. The parties prepare a draft a cession agreement that meets all the legal requirements on a template of their own choosing and at their own legal costs; and
  - 10.10.1.5. The cession agreement is submitted for vetting by TCTA prior to signature.
- 10.10.2. TCTA may reject the cession should it not meet the requirements set out above and provide reasons to the supplier.

## **10.11 NOTIFICATION OF UNSUCCESSFUL BIDDERS**

- 10.11.1. In the event that no correspondence or communication is received from TCTA within the validity period, the relevant Bid Submissions submitted will be deemed to be unsuccessful.

## **10.12 PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES**

- 10.12.1. No Bidders shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:
- 10.12.2. Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or
- 10.12.3. Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or
- 10.12.4. Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.
- 10.12.5. TCTA shall be entitled to disqualify any Bidder/s if it has reason to believe that any conduct relating to that set out in Condition 16.1 above has occurred.

### 10.13 FRONTING

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

### 10.14 JOINT VENTURE OR CONSORTIUM

- 10.14.1. TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, in order to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.
- 10.14.2. The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:
- 10.14.2.1. Control
  - 10.14.2.2. Management
  - 10.14.2.3. Operations
- 10.14.3. The joint venture or consortium agreement:
- 10.14.3.1. Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.

- 10.14.3.2. Must record the percentage participation by each member.
- 10.14.3.3. Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;
- 10.14.3.4. Must provide for the establishment of a management body for the joint venture or consortium;
- 10.14.3.5. Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;
- 10.14.3.6. Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;
- 10.14.3.7. Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and
- 10.14.3.8. Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;

#### 10.14.4. Right to review the joint venture or consortium agreement

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out in 18.2 above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

#### 10.14.5. Amendment of the joint venture or consortium agreement

The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

### 10.15 PAYMENT PROCESS

- 10.15.1. Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt.
- 10.15.2. Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.
- 10.15.3. No payment shall be made unless the following information has been presented to TCTA to its satisfaction:
  - 10.15.3.1. VAT registration certificate, if the successful Bidder is a VAT vendor;

- 10.15.3.2. Without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or
- 10.15.3.3. Statement setting out details of services rendered, accompanying invoice.
- 10.15.3.4. Statement of account detailing cumulative costs claimed from contract inception against the contract amount.
- 10.15.4. All invoices shall contain a Purchase Order number, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.
- 10.15.5. Payment will only be made against original invoices which complies with the requirements of the VAT Act. Failure to remit fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.

## ANNEXURE A: SBD 1 – REQUEST FOR BID

### PART A: REQUEST FOR BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRES 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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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]**

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE <b>GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
--	--	--	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

--

**PART B: TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURE OR CONSORTIUMS / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p>

- |     |   |
|-----|---|
| 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: .....



ANNEXURE B: SBD 3.1 – PRICING SCHEDULE – FIRM PRICES

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

- Required by:

.....
- At:

.....

.....
- Brand and mode

.....
- 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

ANNEXURE C: SBD 4 – DECLARATION OF INTEREST

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 Request for 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<sup>2</sup>):  
.....
- 2.4 Company Registration Number:  
.....

<sup>1</sup> 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.

<sup>2</sup> 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.

2.5

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 / personal numbers must be indicated in paragraph 3 below.

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:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.8

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

2.8.1

If yes, did you attached proof of such authority to the bid document?

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

2.8.2

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

.....

.....

.....

2.9 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**

2.9.1 If so, furnish particulars:

.....  
.....  
.....

2.10 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**

2.10.1 If so, furnish particulars:

.....  
.....  
.....

2.11 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**

2.11.1 If so, furnish particulars:

.....  
.....  
.....

2.12 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**

2.12.1 If so, furnish particulars:

.....  
.....  
.....

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

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

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

## ANNEXURE D: SBD 6.1 – IN TERMS OF PPR 2017

### 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 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; Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 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

1.4 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.

- 1.5 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 bidder 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**

$$P_s = \left( \frac{P_t - P_{\min}}{P_{\min}} \right) \left( 1 - \frac{80}{100} \right)$$

Where:

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 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		

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people who are military veterans		
<b>OR</b>		
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 or consortium / 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.
2.

SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS:

**ANNEXURE E: SBD7.2 – CONTRACT FORM – RENDERING OF SERVICES**

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the bid.
  
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Request for Bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - 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 services 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 - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as ..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

	WITNESSES 3. .... 4. ....
--	---------------------------------

## ANNEXURE F: SBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

- i. This Standard Bidding Document must form part of all bids invited.
- ii. 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.
- iii. 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.
- iv. 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		



Item	Question	Yes	No
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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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**

**ANNEXRE G: SBD9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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)<sup>2</sup>. 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(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 or consortium<sup>3</sup> will not be construed as collusive bidding.

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

---

<sup>3</sup> Joint venture or consortium 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

APPENDIX 1: TECHNICAL SPECIFICATIONS OF EQUIPMENT OFFERED

**Commented [MN1]:** Nik please insert Appendix 1 or if we attach it separately lets refer to it and please forward to meto issue to BSC.

APPENDIX 2 FORM 1: COMPLETE COMPANY EXPERIENCE

Name of client	Service offerered (please indicate)	Number of Units Supplied	Contract duration Period ( From – To)	Contact person	Contact detail

### APPENDIX 3 – PRICING SCHEDULE

APPENDIX 3 - PRICING SCHEDULE				
Table 3 Mandatory Requirements – Pricing Schedule as per Table 1.1. 1.2 & 1.3				
No	Service	Unit Price	Quantity	Total Price (Incl VAT)
1	13.3" Laptops	R	180	R
2	15.6" Laptops	R	30	R
3	All in one Desktops	R	10	R
4	External Keyboard and mouse	R	210	R
5	Laptop Bags	R	210	R
6	Docking Station/Port Replicator	R	210	R
7	23.8" Desktop Screens	R	220	R
8	Provisional sum for repairs/replacement of equipment not covered by standard OEM Warranty	Sum	1	R60 000.00
<b>TOTAL TENDER AMOUNT inclusive of disbursement and VAT</b>				
<p>Note: * Execution of the provisional sum shall be on instruction by the TCTA only. Bidders must not delete or amend the sum inserted in the "Total Price (incl VAT)" column. The above pricing will include support for the 3 year period.</p>				
State the % of the contract which will be subject to the exchange rate variation				
Which exchange rate is in use eg R/\$, R/€				