

INVITATION TO BID

BID NO:

RAF/2023/00032

BID DESCRIPTION:

THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT SERVICE PROVIDERS FOR THE RENTAL OF END USER EQUIPMENT ON A MANAGED SERVICES FOR A PERIOD OF FIVE (5) YEARS.

Publication date: 12 December 2023

Non-Compulsory Briefing Session date: 17 January 2024 @ 11h00 am

Non-Compulsory Briefing Session will be held at:

PHYSICAL ADDRESS

2 Eco Glades Office Park

420 Witch-Hazel Avenue

Centurion

0046

Pretoria

Closing date: 02 February 2024 @ 11h00 am

Note: Faxed and/or Emailed Proposals/ bids will not be accepted, only hand delivered and couriered Proposals/ bids must be deposited in the tender Box on or before the closing date and time.

TABLE OF CONTENTS FOR BID RAF/2023/00032

1. PART A: INVITATION TO BID
2. PART B: TERMS AND CONDITIONS FOR BIDDING
3. SBD 3.2: NON-FIRM PRICES
4. SBD 4: DECLARATION OF INTEREST
5. SBD 5: NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
6. SBD 6.1: PREFERENCE POINTS CLAIM FORM
7. SPECIFICATION DOCUMENT
8. GENERAL CONDITIONS OF CONTRACT

IMPORTANT NOTES:

1. Bid documents are issued by email at no cost.
2. Submission of Proposals
 - Bid responses must be placed in the tender box clearly marked with a tender number and description; and
 - Bidders are required to submit a soft copy (PDF) of their original Bid Document/Proposal in a USB (To be enclosed in the envelope which contains the Original Bid Document/Proposal)
 - The proposal must be deposited in the tender box situated at the reception of RAF at the below address:

**Road Accident Fund (RAF), Eco Glades 2 Office Park, 420 Witch-hazel Avenue,
Centurion, 0046**

3. Validity Period

The proposal submitted by the supplier must be valid for a period of 90 days, from the closing date for the submission of proposals.

4. Non-Compulsory Briefing Session

17 January 2024 at 11:00am - 2 Eco Glades Office Park, 420 Witch-Hazel Avenue, Centurion

5. Enquiries

All enquiries regarding this bid must be directed to the Supply Chain Management Office:

Bid Enquiries: Supply Chain Management / Monare Mashego

E-mail address: monarem@raf.co.za

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **19 January 2024**

Publication date for Questions & Answers: **22 January 2024**

Questions and Answers will be published on the RAF website.

Notes:

1. All questions/enquiries must be forwarded in writing to the e-mail address above; and
2. Questions/enquiries received after the above-stated date and time will not be entertained.

BIDDERS TO INDICATE WHICH CATEGORY/CATEGORIES THEY WILL BE BIDDING FOR:

CATEGORY	DESCRIPTION	INDICATE YES OR NO
A	RENTAL OF DESKTOPS, LAPTOPS & PERIPHERALS (WINDOWS)	
B	RENTAL OF MACBOOKS, IMAC'S & TABLETS (APPLE)	
C	PROFESSIONAL SERVICES	
D	OUTRIGHT PURCHASE	

MANDATORY/ LEGISLATIVE REQUIREMENTS

This stage checks and validates the bidders' compliance to the legal requirements to conduct business in South Africa, as well as to the industry requirement for the supply of goods and services.

NB: No points will be allocated at this stage; however, bidders' that do not comply with the pre-qualification requirements below will be disqualified and will not advance to the next stage of evaluation.

Returnable Documents / Information	Check list ✓ Tick each box
SBD 1: Completed, attached and signed	
SBD 3.1 or 3.3 or 3.3 Completed, attached and signed	
SBD 4: Completed, attached and signed	
SBD 5: Completed, attached and signed	
SBD 6.1: Completed, attached and signed	
Proof of Construction Industry Development Board (CIDB) registration, if applicable.	N/A
Specification document: Completed, attached and signed	
General Condition of contract: Initialled and attached	
Provide Tax TCS Pin to verify Tax Status: Attached (In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.)	
If the bidder is a joint venture, consortium or other unincorporated grouping of two or more persons/ entities, a copy of the joint venture agreement between the members should be provided.	
Registered on the Central Supplier Database of National Treasury. (For registration information, go to https://secure.csd.gov.za/)	

Note: Some requirements may not be applicable to international suppliers/ bidders and only those suppliers/ bidders will be exempted from these mandatory/ legislative requirements. All SBDs must be submitted (signed) noting where it is not applicable. If any specific SBD is not submitted, documentary proof, clearly stating the reason must be attached.

Bidders must also supply the documents below (where applicable).

Other Requirements	Check list ✓ Tick each box
Valid B-BBEE Certificate attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	RAF/2023/00032	CLOSING DATE:	02 FEBRUARY 2024	CLOSING TIME:	11H00
DESCRIPTION	THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT SERVICE PROVIDERS FOR THE RENTAL OF END USER EQUIPMENT ON A MANAGED SERVICES FOR A PERIOD OF FIVE (5) YEARS				

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

Road Accident Fund (RAF) Eco Glades 2 Office Park 420 Witch-Hazel Avenue Centurion 0046

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MONARE MASHEGO	CONTACT PERSON	MONARE MASHEGO
TELEPHONE NUMBER	012 649 2190	TELEPHONE NUMBER	102 649 2190
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	monarem@raf.co.za	E-MAIL ADDRESS	monarem@raf.co.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

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 GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
-------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------	----------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

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)

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

- 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

** "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

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996.

The NIP Policy and Guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (dti) is charged with the responsibility of administering:

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked against the imported content of the contract. Any contract having an imported content equal to or exceeding US\$10 million or other currency equivalent to US\$10 million will have an NIP obligation. This threshold of US\$10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.
or
- (c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.

1.2

The NIP obligation applicable to suppliers in respect of subparagraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content, whilst suppliers in respect of sub-paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners, or suppliers

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract

that is in excess of R10 million, submit details of such a contract to the dti for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in sub-paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the dti in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the dti with the following information:
- Bid/contract number;
 - Description of the goods, works or services;
 - Date on which the contract was accepted;
 - Name, address and contact details of the government institution;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone number (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the dti with the information required, the following steps will be followed:
- a. The contractor and the dti will determine the NIP obligation;
 - b. The contractor and the dti will sign the NIP obligation agreement;
 - c. The contractor will submit a performance guarantee to the dti;
 - d. The contractor will submit a business concept for consideration and approval by the dti;
 - e. Upon approval of the business concept by the dti, the contractor will submit detailed business plans outlining the business concepts;
 - f. The contractor will implement the business plans; and
 - g. The contractor will submit bi-annual progress reports on approved plans to the dti.
- 4.2 The NIP obligation agreement is between the dti and the successful bidder (contractor) and, therefore, does not involve the purchasing institution

Bid number

Closing date:

Name of

bidder.....

Postal address

.....

.....

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

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

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

1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the 80/20 or 90/10 preference point system whichever is applicable

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum 51% ownership or more)	05	10		
Women (Minimum 51% ownership or more)	04	08		

Persons with disabilities (Minimum 51% ownership or more)	01	02		
--------------------------------------------------------------	----	----	--	--

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

**SPECIFICATION DOCUMENT - RENTAL OF END USER EQUIPMENT ON A MANAGED SERVICES FOR
A PERIOD OF FIVE (5) YEARS**

1. BACKGROUND TO THE ROAD ACCIDENT FUND

The Road Accident Fund (RAF) is a schedule 3A Public Entity established in terms of the Road Accident Fund Act, 1996 (Act No. 56 of 1996), as amended. Its mandate is the provision of compulsory social insurance cover to all users of South African roads, to rehabilitate and compensate persons injured as a result of the negligent driving of motor vehicles in a timely and caring manner, and to actively promote the safe use of our roads.

The customer base of the RAF comprises not only the South African public, but all foreigners who may have had accidents within the borders of the country. The RAF Head Office is in Centurion and there are various offices in Pretoria, Johannesburg, East London, Durban and Cape Town. In line with implementation of its revised operating model, RAF is currently opening Customer experience Centres in each province in the country.

2. SPECIAL INSTRUCTION TO BIDDERS

- 2.1 The bidder must be an eligible, registered Service Provider in terms of the applicable laws of the Country and included in the National Treasury Central Supplier Database.
- 2.2 The bidder must have a business continuity management plan, which must be available for inspection by the RAF during the subsistence of rendering services to the RAF.
- 2.3 Bidders are required to provide full and accurate responses to the mandatory requirements as stated in this document, and, where required explicitly state either "Comply/Not Comply" and where applicable substantiate the responses with the necessary supporting documents.
- 2.4 Bidders are informed that failure to fully comply with Mandatory requirements will nullify their bids for further evaluation.
- 2.5 Bid Proposals must be clearly indexed and cross referenced to a Table of Contents.
- 2.6 The Evaluation Criteria that were published with a Request for Proposal/ Bids will be used to assess bidders' responses and no amendment after the closing of a bid.
- 2.7 It is expected of bidders to have their Tax matters in order when the proposals are submitted. RAF reserves the right to confirm bidders' Tax matters on CSD prior to award. Only Tax compliant bidders will be awarded contracts.
- 2.8 Companies or Directors included on the National Treasury register of Restricted Suppliers and/ or Tender Defaulters will be automatically disqualified from the bidding process.

- 2.9 As prescribed all Standard Bidding Documents (SBD Forms – Returnable Documents) must be fully completed and duly signed. All Returnable Documents must be submitted with the proposal at the closing of a bid.

3. TERMS OF REFERENCE

- 3.1 The RAF invites an experienced, suitable Service Provider/s for provision of Rental of End User Equipment on a Managed Services. The service provider/s should be suitably qualified and experienced to deliver the scope of work as outlined.
- 3.2 The delivery of work shall be as per set standards and terms by agreement between the RAF and the successful service provider/s.
- 3.3 The service provider/s must provide work that meets all applicable Regulations all relevant professional standards that are implied through Legislation in relation to Rental of End User Equipment on a Managed Services

4. BACKGROUND TO THE PROJECT

- 4.1 The Road Accident Fund is currently transitioning into a new Operating Model which will be dependent on End User Equipment (EUE). With the proposed hybrid model, it will be imperative for all employees to have efficient and effective end user equipment. End User Computing (EUC) seeks to employ the services of an external ICT service provider/s with the capability to service a national footprint to provide Rental of EUE as listed on section 5 below and support on SLA for a period of **five (5) years**.

5. SCOPE OF WORK

The RAF seeks to secure Rental of End User Equipment on a Managed Services agreement with a reputable Service Provider/s for a duration of at least five (5) years. The scope of the required services is detailed in the categories and a short description in the table below. Note that each category is described in greater detail in the Technical, Functional and Non-Function Requirements Sections of this document. In addition, the scope of services includes a support and maintenance contract that will be governed by a Service Level Agreement.

5.1 Deliverables

Category	Description	Contract Term
A.	Rental of Desktops, Laptops & Peripherals (Windows)	5 Years
B.	Rental of MacBooks, iMac's & Tablets (Apple)	5 Years
C.	Professional Services	5 Years
D.	Outright Purchase of: <ul style="list-style-type: none">- Desktops, Laptops & Peripherals (Windows)- MacBooks, iMac's & Tablets (Apple)	Once off

5.2 Solution Deployment

The following are detailed requirements for the deployment of the End User Equipment (EUE)
Rental or Outright purchase:

- a) The service provider/s must provide RAF with the relevant end user equipment on a rental basis for the duration of the contract, or as an outright purchase.
- b) RAF will pay the service provider/s monthly for end user equipment utilized per month for the rental.
- c) The service provider/s must keep an accurate record of all the loaned equipment for accurate billing per month.
- d) The service provider/s is expected to issue RAF with a sample of EUE for each persona description for testing and imaging purposes.
- e) The RAF will create an image (with RAF configuration standards) and supply it to the service provider/s to do the below:
 - i. The service provider/s is expected to image all EUE, with the relevant persona image.
 - ii. The service provider/s would be responsible of unpacking, assembling all equipment and cables, installing of all hardware and image required for the operation of equipment as ordered.
 - iii. Each persona device must be sent to the RAF for testing and RAF will provide an approval to deploy the image to all the equipment prior to delivery.
- f) All products must be guaranteed as “virus-free” and in working condition upon completion and delivery.
- g) All equipment under this agreement must be configured with, and delivered with all required cables, keys (if applicable), License Keys, documentation, proof of all software licenses acquired with processors, and appropriate media.
- h) Asset Management for Rental:
 - i. Service provider/s must asset tag all their equipment.
 - ii. Service provider/s must provide and maintain an asset register.
- i) Successful Service provider/s will deliver EUE to all RAF offices & locations (current & future), including the RAF State Attorneys Offices (The RAF will provide the locations & quantities).
- j) RAF will verify and validate the delivery of EUE.
- k) RAF will allocate EUE to users.
- l) The RAF and Service provider/s should sign the delivery note for every delivery.
- m) Devices need to be collected and all information wiped at the end of the rental term. A Data Destruction Certificate must be provided as well.
- n) Leverage Current RAF Licenses: Allow and incorporate existing licenses. Identify and map out how current license can be migrated for Rental. Currently we have the following licenses.

- i. Microsoft Operating System (Windows 11 Enterprise)
 - ii. Microsoft Office 365 Suite E3
 - iii. Microsoft Defender Antivirus
- o) All costs must be included in the bid price, including travel and delivery.
 - p) Rental equipment must be Scalable to maximum of 25% below the current baseline and maximum of 50% above the current baseline, dependent on the business requirement.
 - q) All Categories need to be costed separately.
 - r) RAF may reserve the right to contract on specific categories.
 - s) RAF may reserve the right to contract on specific items within each of the categories.
 - t) Comprehensive insurance must be included. (Theft & Accidental Damage to be included)
 - u) Loan/backup equipment must be provided if repairs cannot be done within the agreed SLA time frames.
 - v) Loan/backup equipment must be provided after a claim has been lodged for lost or stolen equipment.
 - w) RAF may reserve the right to extend the contract after the initial contract term of 5 Years.

5.3 User Profiles (Persona)

The scope of the hardware (devices) required is targeted at users of varying profiles (or persona) based on broad categories of requirements. The table below provides a breakdown of the profiles and the approximate number in each category. These numbers will form the baseline.

No.	Persona	Description	Quantity
1.	Executive (Laptop/Notebook)	The Executive persona typically includes Top-Level Executives and other high-ranking officers. They require powerful devices that can handle a wide range of tasks, from managing finances to overseeing operations. They often use high-end notebooks with access to specialised software and high-speed Internet connections.	25
2.	Creator (Laptop/Notebook)	The Creator worker persona includes professionals such as Designers, Senior Managers, Actuaries, Finance Specialists, and other knowledge-based workers. They require powerful devices that can run resource-intensive software for tasks such as modelling or designing. They often use desktop computers, high-performance notebooks, or specialised workstations.	50
3.	Mobile Originator (Laptop/Notebook)	The task worker persona includes employees who perform specific, routine tasks, such as Data Entry, Claims Management, Customer Support, or Inventory Management. They require cost-effective, easy to use devices that can handle basic applications and enable efficient task completion. They often use desktop computers, thin clients, or low-cost notebooks.	2086
4.	Fixed Originator (Desktop)	The task worker persona includes employees who perform specific, routine tasks, such as Data Entry, or Inventory Management. They require powerful devices that can handle a wide range of tasks, from managing finances to overseeing operations. They often use desktop computers multiple screens.	10
5.	Roaming Originator (Laptop)	The Roaming Originator Persona includes employees who interact with claimants and/or patients. They require rugged, durable devices that can withstand harsh environments and enable efficient communication and data collection.	91
6.	Compact Workspace (Mini PC)	The Compact Workspace Persona includes employees who don't necessarily need to work remotely and whose day-to-day duties includes data capturing. They require low-cost end user equipment.	848
7.	Design and Communications (Apple)	MacBook (Laptop/Notebook)	11
		All in one Desktop (iMac)	1
		Tablets (Executive + Standard)	171
No.	Peripherals	Description	Quantity

1.	Monitor	The Monitors will be used by the following persona's: Fixed Originators, Compact Workspaces and as additional monitors for other personas as needed or requested.	1 250
2.	Wireless Keyboard and Mouse	The Peripheral will be used by the various Personas	710
3.	Wired Keyboard and Mouse	The Peripheral will be used by the various Personas	780

5.4 Technical and Functional Requirements

The technical and functional requirements portion of this RFP describes the requirements for the Rental of End User Equipment on a Managed Service for RAF in detail.

5.4.1 RAF Locations

The RAF operates nationally:

- (a) The bidder/s must deliver and support the EUE at the RAF offices in multiple locations. The RAF has offices across all nine (9) provinces (Head Office, Regional Offices/Processing Centres, Customer Experience Centres (CEC) and State Attorney offices.
- (b) Additional locations and or quantities may be required due to changing business needs. The appointed service provider/s will be required to provide services to other locations as and when they become available.

5.5 Categories

The bidder/s are required to:

- (a) Submit a separate proposal for **each category** that they intend bidding for as listed below;
- (b) Each category will be evaluated separately;
- (c) Category A and B speaks to rental of EUE. Category C speaks to Professional Services. Category D speak to the Outright Purchase of the EUE;
- (d) RAF reserves right to explore options which benefit the organisational needs. The below are minimum specifications that need to be met.

5.5.1

Category A.

Rental of Desktops, Laptops & Peripherals (Windows)

Hardware Specifications

- a) The following specifications are associated with the different personas. Approximate quantities are provided on each of these. Please note that the specifications are the minimum required.

Notebook Type 1: Executive Persona	
Display	13-inch UHD, anti-reflective, Touch, 500 nits, wide-viewing angle OR Equivalent
Graphics	Intel® Graphics OR Equivalent
Type	Laptop/Notebook
Processor	12th Generation i7 Intel® Core™ OR Equivalent
RAM	16 GB DDR4x with option to upgrade to 64 GB
Internal Hard drive	512GB
Ports	2 Thunderbolt™ 4 with USB Type-C and USB Type-A
	1 headset (headphone and microphone combo) port
	1 HDMI
Wireless	Wi-Fi 6 (802.11ax) OR Higher, Bluetooth 5.1
Battery	Minimum 8 hours runtime under normal usage OR Equivalent, battery and Charger Warranty for contract duration
Power	Energy Certified
Onsite Support	Next Business Day onsite support and Warranty for contract duration
Laptop Locker	Security cable
Docking station or Port Replicator	Ensure compatibility with Laptop/Notebook

b)

Notebook Type 2: Creator Persona	
Display	17" diagonal, UHD, IPS, narrow bezel, anti-glare, 300 nits or equivalent
Graphics	Integrated; Intel® Iris® Xe Graphics
Type	Laptop/Notebook
Processor	12th Generation Intel® Core™ i7H
RAM	64 GB
Internal Hard drive	1TB
Ports	2 SuperSpeed USB Type-A 5Gbps signalling rate;
	1 SuperSpeed USB Type-C® 5Gbps signalling rate;
	1 Stereo headphone/microphone combo jack; 1 HDMI 1.4; 1 AC power
Wireless	Intel's Wi-Fi and Bluetooth
Modem	Integrated Modem for 3G/4G/5G sim card
Audio features	Dual stereo speakers, dual array microphones
Camera	720p HD camera
Battery	3-cell, battery and Charger Warranty for contract duration
Power	Smart 65 W External AC power adapter
Laptop Locker	Security cable
Docking station or Port Replicator	Ensure compatibility with Laptop/Notebook

c)

Notebook Type 3: Mobile Originator Persona

Display	14" diagonal, WUXGA (1920 x 1200), IPS, anti-glare, 250 nits, 45% NTSC Or Equivalent
Graphics	Integrated, Intel® Iris® Xe Graphics
Type	Laptop/Notebook
Processor	12th Generation Intel® Core™ i5-vPro (up to 4.4 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores, 12 threads) OR Equivalent
RAM	16 GB DDR5-4800 MHz RAM (2 x 8GB)
Internal Hard drive	512GB
Ports	2 Thunderbolt™ 4 with USB4™ Type-C® 40Gbps signalling rate (USB Power Delivery, DisplayPort™ 1.4); 2 SuperSpeed USB Type-A 5Gbps signalling rate (1 charging); 1 HDMI 2.0; 1 AC power
Wireless	Intel® Wi-Fi 6E AX211 (2x2) and Bluetooth® 5.2 combo (supporting gigabit data rate)
Modem	Intel® XMM™ 7560 LTE Advanced Pro Cat 16
Audio features	Dual stereo speakers, dual array world-facing microphones
Battery	3-cell, battery and Charger Warranty for contract duration
Power	65 W USB Type-C™ adapter 13
Onsite Support	Next Business Day onsite support and Warranty for contract duration
Laptop Locker	Security cable
Docking station or Port Replicator	Ensure compatibility with Laptop/Notebook

d)

Desktop Type 1: Fixed Originator Persona	
Graphics	Intel UHD Graphics 770 or Equivalent
Processor	Intel® Core™ i7-12700K processor (25MB Cache, 12 Core (8P+4E))
RAM	16 GB, 1 x 16 GB, DDR5, 4400 MHz, ECC OR Equivalent

Internal Hard drive	512 GB
Colour	Grey, Silver, black
Motherboard Support	Mini ITX, Micro ATX, ATX, E-ATX
Type	Desktop
Dimension (Length x Width x Height)	650 x 306 x 651 mm
Expansion slots	3 Graphic cards with dual video ports (HDMI/Display port)
5.25 "Drive bays	1
2.5/3.5 Drive bays (Combo)	4+1
Drive Bays-SSD	4
I/O Port-USB Ports /USB 3.1 Type-C	1
I/O Port-USB Ports /USB 3.0 Type-A	4
I/O Port-Audio 3.5mm Headset Jack (Audio + Mic)	1
I/O Port-Fans /Lighting	Fan Speed Control Button, ARGB Control Button
Pre-installed Fans-Rear	1X 140mm PWM Fan(speed:1200RPM/Connector:4Pin)
Pre-installed Fans-Rear	1X 140mm PWM Fan(speed:1200RPM/Connector:4Pin)
Fan Support-Top	3X 120/140mm
Fan Support-Front	3X120/140mm
Fan Support-Rear	1X120/140mm
Fan Support-Bottom	2X120/140mm (Bracket needed)
Radiator Support-Top	120mm, 140mm, 240mm, 280mm, 360mm&420mm (remove ODD, maximum thickness clearance 70mm)

Radiator Support- Front	120mm, 140mm, 240mm, 280mm, 360mm, 410mm (requires removal of ODD cage)
Radiator Support- Rear	120 mm, 140mm
Radiator Support- Bottom	120mm, 140mm, 240mm
Clearance-GFX	490mm (w/o 3.5"- HDD BRK), 320mm (w/3.5" HDD BRK)
Size	Full Tower
Onsite Support	Next Business Day onsite support and Warranty for contract duration
Desktop Locker	Security cable

e)

Roaming Originator Persona	
Graphics	Intel UHD Graphics 630 or Equivalent
Type	Laptop
Processor	12 th Generation Intel Core i7 Processor
RAM	16GB
Internal Hard drive	512GB SSD
Ports	1 headphone/microphone combo
	1 Superspeed USB Type-C 10 Gbps signalling rate
	2 SuperSpeed USB Type-A 10Gbps signalling rate, 2 Superspeed USB Type-A 5Gbps signalling rate (1 fast charging)
Ports	1 audio-out, 1 power connector
	1 RJ-45, 3 SuperSpeed USB Type-A 5Gbps signalling rate
	2 USB Type-A 480Mbps signalling rate, 2 DisplayPort 1.4
Audio features	Realtek ALC3867 codec, universal audio jack with CTIA headset support, audio line-out rear ports (3.5 mm), multi-streaming capable
Power	Energy Star Certified
Onsite Support	Next Business Day onsite support and Warranty for contract duration

Battery	3-Cell Battery and Charger Warranty for contract duration
Laptop Locker	Security cable

f)

Roaming Originator Persona	
Graphics	Intel UHD Graphics 630 or Equivalent
Type	Laptop
Processor	12 th Generation Intel Core i7 Processor
RAM	16GB
Internal Hard drive	512GB SSD
Ports	1 headphone/microphone combo
	1 Superspeed USB Type-C 10 Gbps signalling rate
	2 SuperSpeed USB Type-A 10Gbps signalling rate, 2 Superspeed USB Type-A 5Gbps signalling rate (1 fast charging)
Ports	1 audio-out, 1 power connector
	1 RJ-45, 3 SuperSpeed USB Type-A 5Gbps signalling rate
	2 USB Type-A 480Mbps signalling rate, 2 DisplayPort 1.4
Audio features	Realtek ALC3867 codec, universal audio jack with CTIA headset support, audio line-out rear ports (3.5 mm), multi-streaming capable
Power	Energy Star Certified
Onsite Support	Next Business Day onsite support and Warranty for contract duration
Battery	3-Cell Battery and Charger Warranty for contract duration
Laptop Locker	Security cable

g)

Screen Type 1: Monitor	
Screen Size	24-inch UHD Display or equivalent
Display	LED
Display outputs	VGA, HDMI
Display Brightness	300 nits
Resolution	UHD
Screen Shape	Flat
Cables	All Power and Connecting cables must be included.

h)

Screen Type 2: External Ultra-wide Monitor	
Screen Size	30-inch UHD Display or equivalent
Display	LED
Display outputs	VGA, HDMI
Display Brightness	300 nits
Resolution	UHD
Screen Shape	Flat
Cables	All Power and Connecting cables must be included

i)

Wireless Keyboard and Mouse	
Connectivity	Wireless RF 2.4 GHz
RF Distance	10m
Tracking	Optical
Compatibility	Windows 10 and or equivalent
Dimensions	Keyboard: 440.49(L)*126.68(W)*29.50(H) mm Mouse:101.5(L)*63.0(W)*34.5(H) mm

Interface	USB
Battery Type	Mouse: AA*1 Keyboard: AAA*2

j)

Wireless Mouse & Wireless Keyboard	
Connectivity	Wireless RF 2.4 GHz
RF Distance	10m
Tracking	Optical
Compatibility	Windows 10 and or equivalent
Dimensions	Keyboard: 440.49(L)*126.68(W)*29.50(H) mm Mouse:101.5(L)*63.0(W)*34.5(H) mm
Interface	USB
Battery Type	Mouse: AA*1 Keyboard: AAA*2

k)

Wired Mouse & Wired Keyboard	
Connectivity	Cable
Distance/cable lengths	1.5m
Tracking	Optical
Compatibility	Windows 10 and or equivalent
Dimensions	Keyboard: 150(L)*430(W)*155(H) mm Mouse:101.5(L)*63.0(W)*34.5(H) mm
Interface	USB

Peripherals

The following peripheral devices must be in-scope:

Peripherals

Peripheral	Optional/Included	Persona Targeted
Monitor	Included with all Notebook. Include power & connecting Cables.	1 240
External Ultra-wide Monitor	Included with all Desktop. Include power & connecting Cables.	10
Wireless Mouse & Wireless Keyboard	Included	710
Wired Mouse & Wired Keyboard	Included	780

5.5.2

<p align="center">Category B.</p> <p align="center">Rental of MacBooks, iMac's & Tablets (Apple)</p>

a)

MacBook	
Display And Display support	Liquid Retina XDR display. 16.2-inch (diagonal) Liquid Retina XDR display and M2 max. HDMI digital video output - support for one display with up to 8K resolution at 60Hz or 4K resolution at 240Hz
Type	MacBook
Chip	12-core CPU with 8 performance cores and 4 efficiency cores 38-core GPU. 16-core Neural Engine. 400GB/s memory bandwidth
RAM	32GB unified memory
Internal Hard drive	1TB SSD
Video Playback	Supported formats include HEVC, H.264, and ProRes HDR with Dolby Vision, HDR10, and HLG
Wireless	Wi-Fi 6E (802.11ax). Bluetooth 5.3
Audio Playback and Audio	High-fidelity six speaker sound system with force-cancelling woofers. Wide stereo sound. HDMI port supports

	multichannel audio output. And Supported formats include AAC, MP3, Dolby digital, Dolby digital plus and Dolby Atmos
Touchpad	Touch ID. Ambient light sensor. Force touch trackpad for precise cursor control and pressure sensing capabilities
Keyboard	Backlit magic keyboard with 78(U.S.) or 70 (ISO) keys including 12 full-height function keys and 4 arrow keys in an inverted - T arrangement
Power	Energy Star Certified
OS	IOS
Laptop Locker	Security cable
Docking station or Port Replicator	Ensure compatibility with Laptop/Notebook

b)

All in One Desktop (iMac)	
Display And Display support	Liquid Retina XDR display: 24-inch (diagonal) and M2 max. HDMI digital video output - support for one display with up to 8K resolution at 60Hz or 4K resolution at 240Hz
Type	iMac – All in one desktop
Chip	10-core CPU with 6 performance cores and 2 efficiency cores. 16-core GPU. 16-core Neural Engine. 200GB/s memory bandwidth
RAM	16GB unified memory
Internal Hard drive	512GB SSD
Video Playback	Supported formats include HEVC, H.264, and ProRes HDR with Dolby Vision, HDR10, and HLG
Wireless	802.11ac Wi-Fi wireless networking, IEEE 802.11a/b/g/n compatible
Audio Playback and Audio	Supported formats include AAC, MP3, Dolby digital, Dolby digital plus and Dolby Atmos. And Stereo Speakers, 3.5mm headphone jack
Ports	Thunderbolt 2, HDMI, DVI, and VGA output supported using adapters (sold separately), Native DisplayPort output over USB-C, Thunderbolt 3 digital video output, Two 4096-by-2304 (4K) external

	displays at 60Hz with support for millions of colors or One 6016-by-3384 (6K) external display at 60Hz with support for 1 billion colors
Bluetooth	Bluetooth 4.2 wireless technology
Keyboard	Magic Keyboard
Mouse	Magic Mouse
Camera	FaceTime HD camera
Power	Energy Star Certified
Onsite Support	Next Business Day onsite support and Warranty for contract duration
OS	IOS
PC Locker	Security cable

c)

Tablet - Executive Persona	
Display	Retina Display, 11-inch LED backlit Multi-touch display with IPS technology, True tone display, Fingerprint-resistant oleophobic coating, Wide color display (P3), 2388-by-1668 pixel resolution at 264 pixels per inch (ppi)
Type	Wi-Fi + Cellular
Chip	Apple M2 chip. 8-core CPU with 4 performance cores and 4 efficiency cores. 10-core GPU
Capacity	128GB
Sim Card	Nano-Sim
Cellular and Wireless	Wi-Fi 6E(802.11ax) with 2x2 MIMO, simultaneous band, Bluetooth 5.3 technology, 5G with 4x4 MIMO, Gigabit LTE with 4x4 MIMO and LAA
Colour	Space Grey
Audio	Four speaker audio Five studio-quality microphones for calls, video recording and audio recording
Connector	USB-C connector
Camera and Video	Pro camera system: Wide and Ultra-wide cameras, Digital zoom up to 5X, Smart HDR4,4K video recording, Brighter True tone flash, 12MP Ultra-Wide camera, 1080 HD video recording

Buttons & Connectors	4 Speakers, 3 microphones, camera, volume up/down, magnetic connector, smart connector, thunderbolt /USB4
Sensors	Face ID, LiDar Scanner, 3 axis gyro, accelerometer, barometer, ambient light sensor
Power and Battery	Built-in 28.65-watt-hour rechargeable lithium0polymer battery, charging via power adapter or USB-C to computer system
Size and Weight	Height- 247.6 mm, Width- 178.5 mm, Depth- 5.9 mm, Weight- 470 grams
Onsite Support	Next Business Day onsite support and Warranty for contract duration
OS	IOS

d)

Tablet - Standard	
Display	Liquid Retina Display, 10.9 inch LED backlit Multi-Touch display with IPS technology, Wide color display (P3), True Tone display Fingerprint-resistant oleophobic coating, 500 nits brightness
Type	Wi-Fi + Cellular
Chip	A14 Bionic chip with 64-bit architecture. Neural Engine
Capacity	64GB
Sim Card	Nano-Sim
Cellular and Wireless	802.11ax Wi-Fi 6, simultaneous dual band, Bluetooth 5.0 technology
Face/Touch ID	Touch ID
Audio	Four speaker audio Five studio-quality microphones for calls, video recording and audio recording
Connector	USB-C
Camera and Video	12MP Wide camera, Wide color capture for photos and Live photos, Panorama (up to 63 MP), Exposure control, Noise reduction, Smart HDR 3, 4K video recording, 1080p HD video recording, 7MP Photos, Retina Flash
Buttons & Connectors	Speaker, Top button/Touch ID sensor, Microphone, Volume up/down, Camera, Magnetic Connector, USB-C Connector
Power & Battery	Built-in 28.6-watt-hour rechargeable lithium-polymer battery, Charging via power adapter or USB-C to computer system

Size and Weight	Length- 247.6 mm, Width- 178.5 mm, Depth- 6.1 mm, Weight- 460 grams
Sensors	Touch ID, 3-axls gyro, accelerometer, barometer, ambient light sensor
Power	Energy Star Certified
Onsite Support	Next Business Day onsite support and Warranty for contract duration
OS	IOS

5.6 Service Level Agreement

<p align="center">Service Level's SLA for Category A and B</p> <p align="center">All Rentals (Windows and Apple)</p>

Service Level Elements (Rental)	
Service Level Agreement	The service provider is expected to provide a Service Level Agreement (SLA) which outlines their commitments to support the equipment and maintain its performance.
Time to Acknowledge request for new EUE	1 Hour
Time to Provide new EUE after receiving request	Less than 10 EUE = 5 Working Days 10 to 20 EUE = 10 Working Days 21 or more EUE =15 Working Days
Insurance Cover	Costing must include comprehensive cover for all devices. This needs to include accidental damage and theft as well. Bidder/s to include terms and condition for the insurance cover with their proposal. Bidders to disclose any exclusionary clauses.
Technical Support Availability	During business hours
Support Call Acknowledgement Time	30 minutes
Time to Resolve Critical Calls	4 Hours
Time to Resolve Standard calls	Next business day

Hardware Replacement	Next business day
End-of-life Management	Devices securely wiped of all data and responsibly disposed of at the end of the rental agreement. Certificate to be issued per device as confirmation.
Environmental Compliance	Devices comply with all applicable environmental regulations and certifications, such as Energy Star and EPEAT
Reporting	Monthly reports to be submitted by the 7th of the following month. Device Utilisation report Incident and Request calls report Insurance Claims report Technology advancement Asset Management report (Quarterly) Performance report against SLA Metrics
SLA Meetings	Monthly SLA meeting, Presenting SLA reports and address issues.
Technical Meetings	These will be scheduled if the need arises.
Penalty for breach of SLA	Will be incorporated into the Service Level Agreement.

5.7

Category C.
Professional Services

Professional Services		
Hard Drive Encryptions		Propose solution to provide Hard drive encryption of all RAF devices. Solution needs to include all licenses, planning, implementation, training, and support. Solution must be cost effective, and leverage of any existing licenses RAF currently has.
Remote Data Wiping		Propose solution to provide Remote Data Wiping of all rented devices. Solution needs to include all licenses, planning, implementation, training, and support. Solution must be cost effective, and leverage of any existing licenses RAF currently has.
Device Management (Including Mobile Device Management)		Propose solution to provide Device Management of all RAF devices (Windows, IOS, Android, etc). Solution needs to include all licenses,

	planning, implementation, training, and support. Solution must be cost effective, and leverage of any existing licenses RAF currently has.
Remote Monitoring	<p>Propose solution to provide Remote Monitoring of all RAF devices. Solution needs to include all licenses, planning, implementation, training, and support. Solution must be cost effective, and leverage of any existing licenses RAF currently has.</p> <p>Device Health & Monitoring the device remotely to identify and resolve issues before they become more serious problems. Enables proactive issue identification and resolution, improving overall device performance and user experience.</p>
Asset Management Solution	Propose solution to provide Asset Management Solution of all RAF devices (Windows, IOS, Android, etc). Solution needs to include all licenses, planning, implementation, training, and support. Solution must be cost effective, and leverage of any existing licenses RAF currently has. Service provider to propose a Solution (QR or better), to assist with asset verification process. Manage the device inventory, track and trace hardware and software assets.
Specialist Support	Propose a solution to provide Specialist Support on the following Microsoft Technologies as and when required: Microsoft SCCM, Intune, VDI & Defender
Desktop Support	Propose a solution to provide physical or remote Desktop Support to RAF end Users as and when required, located anywhere in South Africa. Point of presence in every Province is highly recommended. (Partners and SMME collaboration allowed)
Configuration Management	Propose solution to provide Configuration Management of all RAF devices. Solution needs to include all licenses, planning, implementation, training, and support. Solution must be cost effective, and leverage of any existing licenses RAF currently has.
Software updates and patch management	Propose solution to provide Software Updates and Patch Management of all RAF devices. Solution needs to include all licenses, planning, implementation, training, and support. Solution must be cost effective, and leverage of any existing licenses RAF currently has. Ensure devices hardware, operating system and COTS (Commercial off-the-shelf software) applications are patched and up to date.
Software Distribution	<p>Propose solution to provide Software Distribution to all RAF devices. Solution needs to include all licenses, planning, implementation, training, and support. Solution must be cost effective, and leverage of any existing licenses RAF currently has.</p> <p>Bundling and delivering software packages to all devices.</p>

Hard Drive Recovery	Propose solution to provide Hard Drive Recovery services for all RAF devices. Solution needs to include all licenses, planning, implementation, training, and support. Solution must be cost effective, and leverage of any existing licenses RAF currently has. Assist with data recovery from hard drives as and when required.
----------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5.7.1 Professional Services – Service Elements

Service Level's	
Professional Services	
Hard Drive Encryptions	Target – 100%: Ensure all devices hard drives are encrypted
Remote Data Wiping	Target – 100%: Ensure all devices data are wiped as and when required.
Device Management (Including Mobile Device Management)	Target -100%: Ability to manage and apply policies to all devices.
Remote Monitoring	Target – 100%: Remote monitoring to be always available.
Asset Management Solution	Target – 100%: Ensure all devices are accounted and an update to date register is available. Required to conduct Bi-Annual asset verifications.
Specialist Support	4 Hours to Resolve call or provide a proposal (Dependant on service element contracted on)
Desktop Support	4 Hours to Resolve call.
Configuration Management	Target – 100%: Ensure Configuration Management is available, followed and up to date.
Software updates and patch management	Testing of updates need to be tested and piloted within 3 days of release and then deployed. Software Updates must not be more than 7 days out of date. Must be included in Monthly Report.
Software Distribution	Software must be compiled, tested, and deployed within 7 days of the request.
Hard Drive Recovery	Time to conclude recovery should not take more than 10 days.

5.8

Category D.
Outright Purchase

Outright purchase costing must be provided as per specifications and baseline provided above for:

- (a) Desktops, Laptops & Peripherals (Windows)

(b) MacBooks, iMac's & Tablets (Apple)

6. Implementation Services and Project Management

Project Management

To achieve the project requirements for the Rental of EUE and outright purchase agreement, the following project management requirements should be incorporated into the project plan:

Project Management Deliverables	
Project Timelines (From the Date of Award or Purchase Order) (Applicable to Rental and Outright Purchase)	Delivery of EUE as per timeline below: 25% of Baseline – 4 Weeks 50% of Baseline – 6 Weeks 75% of Baseline – 8 Weeks 100% of Baseline – 10 Weeks
Project Scope Definition	Clearly define the scope of the project, including device setup, testing, configuration, and device distribution to the specified offices.
Stakeholder Identification and Communication Plan	Identify key stakeholders and establish a communication plan to ensure timely updates on project progress, potential risks, and mitigation strategies.
Project Schedule and Milestones	Develop a detailed project schedule with milestones, considering expedited implementation timelines. Break down the project into smaller tasks and phases, such as device procurement, delivery plan, setup and configuration, testing, data migration, and distribution.
Resource Allocation and Management	Allocate necessary resources, such as personnel, equipment, and tools, to efficiently execute the project. Ensure that resources are available and assigned to the appropriate tasks and offices.
Risk Assessment and Management	Bidders are expected to conduct a comprehensive risk assessment to identify all potential risks that could affect the successful execution of the project. Bidders should clearly outline the potential impact of each identified risk on the project's timeline/ cost/ quality, and overall objectives. To facilitate transparent communication and diligent risk management, bidders are required to develop and submit a detailed risk register as part of their proposal. The risk register should encompass a comprehensive list of identified risks, each accompanied by a qualitative and quantitative analysis of its potential severity and likelihood of

	<p>occurrence. Additionally, the register should include a risk prioritization mechanism, categorizing risks based on their criticality to the project.</p> <p>Furthermore, bidders must propose effective risk mitigation strategies within the risk register, clearly outlining how they plan to reduce the likelihood of risk occurrence. These strategies should demonstrate a proactive approach to addressing potential issues and challenges throughout the project lifecycle.</p> <p>Bidders are encouraged to present their risk assessment, risk management strategies, and the risk register in a clear and concise manner, providing detailed insights into their risk identification methodologies, risk analysis techniques, and decision-making processes related to risk mitigation and contingency planning.</p>
Quality Assurance and Testing	Implement a quality assurance process to ensure that devices are configured, tested, and functioning according to the specified requirements.
Training and Support	Provide necessary training and support for internal staff members responsible for managing and maintaining the devices.
Device Distribution and Tracking	Establish a distribution and tracking plan to ensure that the devices are delivered to the correct offices and users in the specified quantities.
Device Asset Management	Ensure all devices are accounted for and maintain an up-to-date asset register.
Project Monitoring and Reporting	Monitor project progress and provide weekly feedback to the organization on the status of the project. This includes reporting on milestones achieved, risks, and any deviations from the original plan.
Project Meetings	Weekly
Post Implementation Review and Continuous Improvement	Conduct a post-implementation review to evaluate the project's success, identify areas for improvement, and incorporate lessons learned into future projects or initiatives.

7. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process shall be conducted under the following phases:

Phase 1: Initial Screening Process – At this phase Bidders responses are reviewed to check if they have responded according to RAF RFB document. Bidder(s) who complies with the screening process will be evaluated on Mandatory Requirements.

Phase 2: Mandatory Evaluation Process – At this phase Bid Responses are evaluated as per the evaluation criteria specified in the Request for Bid (RFB) document for compliance to Mandatory Requirements. Bidder(s) who met the Mandatory Requirements will be evaluated further on Technical Requirements.

Phase 3: Technical/ Functional Evaluation Process – At this phase Bidder(s) who met the minimum threshold of 70 out of 100 points allocated at Technical Evaluation will be further evaluated on Price and Specific Preference Points Goals.

Phase 4: Price and Specific Preference Points Goals Evaluation of Bids

7.1. Mandatory Requirements

All Bidders who do not meet any of the Mandatory Requirements listed below will be disqualified and will not be considered for further evaluation.

Bidder must indicate by ticking (✓) correct box indicating that they Comply or do not comply. If no tick is made it will be accepted that the bidder does “not comply” and will be disqualified.

7.1.1 Mandatory (Only applicable to category A, B and D)	Comply	Not Comply
<p>The Bidder must be an OEM or accredited / Partner / Reseller of the Brand of the EUE they will be supplying to the RAF.</p> <p>Please provide proof that the bidder is an OEM or proof of valid partnership / accreditation.</p> <p>The RAF will verify the OEM status or the validity of the partnership/reseller status or accreditation.</p>		

7.2. Technical / Functional Criteria

With regards to technicality / functionality, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below:

Each category will be evaluated separately.

Technical / Functional Criteria	Points												
<p>7.2.1 Company Track Record (Applicable to category A, B, C and D)</p> <p>The bidder must provide reference letters highlighting their previous or current clients confirming successful enterprise projects as per the below categories:</p> <ul style="list-style-type: none"> (a) Rental of EUE (Applicable to category A and B) (b) Professional Services (Applicable to category C) (c) Supply and Delivery of Outright purchase on EUE (Applicable to category D) <p>Please note that the reference letters must contain the following:</p> <ul style="list-style-type: none"> (a) Must be on a client letterhead. (b) Signature of the client. (c) Client contact details. (d) Summary of the previous project. <p>NB: Projects must have been undertaken within the last 5 years.</p> <table border="1"> <thead> <tr> <th colspan="2">Company Track Record: Scoring Matrix</th></tr> <tr> <th>List of previous or current clients</th><th>Score</th></tr> </thead> <tbody> <tr> <td>0 letters</td><td>0</td></tr> <tr> <td>1 to 2 letters</td><td>20</td></tr> <tr> <td>3 to 4 letters</td><td>40</td></tr> <tr> <td>5 or more letters</td><td>60</td></tr> </tbody> </table>	Company Track Record: Scoring Matrix		List of previous or current clients	Score	0 letters	0	1 to 2 letters	20	3 to 4 letters	40	5 or more letters	60	60
Company Track Record: Scoring Matrix													
List of previous or current clients	Score												
0 letters	0												
1 to 2 letters	20												
3 to 4 letters	40												
5 or more letters	60												

<p>7.2.2. Certification of the Company resources (Only applicable to category C)</p> <p>The bidder must provide Certified Resources linked to each professional service outlined in 5.7 above. Proof of certification for each resource must be enclosed.</p> <table border="1"> <thead> <tr> <th colspan="2">Certification: Scoring Matrix</th></tr> <tr> <th>Certification</th><th>Score</th></tr> </thead> <tbody> <tr> <td>No Certified resources</td><td>0</td></tr> <tr> <td>One Certified resource</td><td>10</td></tr> <tr> <td>Two Certified resources</td><td>20</td></tr> <tr> <td>Three Certified resources</td><td>30</td></tr> <tr> <td>Four or more Certified resources</td><td>40</td></tr> </tbody> </table>	Certification: Scoring Matrix		Certification	Score	No Certified resources	0	One Certified resource	10	Two Certified resources	20	Three Certified resources	30	Four or more Certified resources	40	40
Certification: Scoring Matrix															
Certification	Score														
No Certified resources	0														
One Certified resource	10														
Two Certified resources	20														
Three Certified resources	30														
Four or more Certified resources	40														
<p>7.2.3 Project Implementation Plan (Only applicable to category A, B and D)</p> <p>The bidder must provide a project implementation plan as per the project management deliverables which details how they will deliver the services as outlined.</p> <table border="1"> <thead> <tr> <th colspan="2">Project Implementation Plan: Scoring Matrix</th></tr> </thead> <tbody> </tbody> </table>	Project Implementation Plan: Scoring Matrix		40												
Project Implementation Plan: Scoring Matrix															

Project Implementation Plan	Score		
Detailed project plan provided with deliverables and timeframes.	40		
Delivery of EUE as per timeline below: 100% delivery within 8 Weeks = 40 100% delivery within 10 Weeks = 30 100% delivery within 12 Weeks = 20 100% delivery within 14 weeks = 10 100% delivery exceeding 14 weeks = 0 No or partial project implementation plan provided = 0 Bidders are expected to submit a detailed project plan in order to claim points indicated above			
Total technical/functional			100
Threshold			70

Bidders who score a minimum threshold of 70 out of 100 points on technical/functional evaluation will be considered for further evaluation on Price and specific goals. Bidders who fail to attain the required minimum threshold will not be evaluated further.

8. PRICE EVALUATION

The evaluation for Price and Specific Preference Points Goals shall be based on the 80/20 or 90/10 PPPFA principle and the points for evaluation criteria are as follows:

Evaluation Criteria					Points
1.	Price				80/90
2.	Specific Goals				20/10
	#	Specific Goal	Proof	Points Allocation	
	1	South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum 51% ownership or more)	CSD Report	10	

	2	Women (Minimum 51% ownership or more)	ID copy / CSD report	8		
	3	Persons with disabilities (Minimum 51% ownership or more)	Valid medical certificate issued by an accredited medical practitioner	2		
Total						100

ANNEXURE H: PRICING SCHEDULE

This annexure should be completed and signed by the Bidder’s authorized personnel as indicated below:

0. NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----

1. **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g., CPI, and also details of the cost breakdown.
2. Please indicate your total bid price here: R..... **(Compulsory)**
3. **Note to bidder:** The demand is subject to change due to change in business requirements. The quantities indicated below may increase or decrease depending on the business demand.
4. **The bidder’s price per item must be inclusive of the following:**
 - A total asset lifecycle management solution which includes warranty, upgrades, technology refresh, asset management and disposal.
 - Full comprehensive insurance on all devices
 - Categories A/B/C/D
 - Service Level Agreement (As per specification of per category)

PRICING SCHEDULE – RENTAL OF END USER EQUIPMENT (EUE) on managed services

Pricing Options

Bidders are requested to provide pricing for the various categories.

Category	Description	Costing Details
A.	Rental of Desktops, Laptops & Peripherals (Windows)	Detailed costing to be completed per category
B.	Rental of MacBooks, iMac's & Tablets (Apple)	
C.	Professional Services	
D.	Outright Purchase (Desktops, Laptops & Peripherals (Windows) & MacBooks, iMac's & Tablets (Apple))	

Category A. Costing - Rental of Desktops, Laptops & Peripherals (Windows)													Maximum Contract Quantity Units Scalable to over the 5 Year Term
No.	Persona	Current Quantity Units Required	Year 1		Year 2		Year 3		Year 4		Year 5		
			Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	
1.	Executive (Laptop/Notebook)	25	R	R	R	R	R	R	R	R	R	R	38
2.	Creator (Laptop/Notebook)	50	R	R	R	R	R	R	R	R	R	R	75

3.	Mobile Originator (Laptop/Notebook)	2 086	R	R	R	R	R	R	R	R	R	R	3129
4.	Fixed Originator (Desktop)	10	R	R	R	R	R	R	R	R	R	R	15
5.	Roaming Originator (Laptop/Notebook)	91	R	R	R	R	R	R	R	R	R	R	137
6.	Compact Workspace (Mini PC)	848	R	R	R	R	R	R	R	R	R	R	1272
No.	Peripherals	Current Quantity Units Required	Year 1		Year 2		Year 3		Year 4		Year 5		Maximum Quantity Units Scalable to over the 5 Year Term
			Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	
1.	Monitor (Type 1)	1 240	R	R	R	R	R	R	R	R	R	R	1905
2.	Monitor (Type 2)	10	R	R	R	R	R	R	R	R	R	R	15
3.	Wireless Keyboard and Mouse	710	R	R	R	R	R	R	R	R	R	R	1065

4.	Wired Keyboard and Mouse	780	R	R	R	R	R	R	R	R	R	R	1170
5.	HDMI Cable	1250	R	R	R	R	R	R	R	R	R	R	1875
Current Quantity - Total Year Price (Incl. VAT)				R		R		R		R		R	
Category A - Current Quantity Total Price (Incl. VAT)			R										

Category B. Costing - Rental of MacBooks, iMac's & Tablets (Apple)													Maximum Contract Quantity Units Scalable to over the 5 Year Term
No.	Persona	Current Quantity Units Required	Year 1		Year 2		Year 3		Year 4		Year 5		
			Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	Unit Cost	Current Quantity Costs	
1.	MacBook (Laptop/Notebook)	11	R	R	R	R	R	R	R	R	R	R	17
2.	All in one Desktop (iMac)	1	R	R	R	R	R	R	R	R	R	R	2

3.	Tablets - Executive	42	R	R	R	R	R	R	R	R	R	R	63
4.	Tablets - Standard	129	R	R	R	R	R	R	R	R	R	R	194
Current Quantity - Total Year Price (Incl. VAT)				R		R		R		R		R	
Category B - Current Quantity Total Price (Incl. VAT)			R										

Professional Services Costing

RAF reserves the right to choose specific professional services to contract on. RAF may also reserve the right to not contract on any professional services or contract on all professional services. Some professional services may be contracted on an ad hoc basis, as and when required within the contract term.

Definition of Support and Management applicable to the costing table below.

Support and Management entails end to end support and management of the device end points and the backend systems that manage and monitor the devices. This service must be available 24/7 for the duration of the contract. Management includes maintenance tasks that need to be conducted during specific intervals for the optimal running of the service, including applying all relevant software updates. A maintenance plan will need to be provided for all contracted services. Management also includes all upgrades released during the contract term. All upgrades need to be concluded within 8 weeks of a new version release.

Category C. Professional Services						
Professional Services	The Solution needs to cater for approximately 3500 devices	Support and Management Cost				
		Year 1	Year 2	Year 3	Year 4	Year 5
Hard Drive Encryptions	Encryption Solution needs to be included. (Infrastructure will be provided)	R	R	R	R	R

Remote Wiping	Data	Remote Data wiping solution needs to be included. (Infrastructure will be provided)	R	R	R	R	R
Device Management (Including Mobile Device Management)		Device management solution is SCCM	R	R	R	R	R
Remote Monitoring		Remote Monitoring solution needs to be included. (Infrastructure will be provided)	R	R	R	R	R
Asset Management Solution		Asset Management solution needs to be included. (Infrastructure will be provided)	R	R	R	R	R
Specialist Support (Level 4)		Hourly Rate	R	R	R	R	R
Desktop Support		Hourly Rate	R	R	R	R	R

Configuration Management	Configuration Management solution needs to be included. (Infrastructure will be provided)	R	R	R	R	R
Software updates and patch management	Patch management solution is SCCM	R	R	R	R	R
Software Distribution	Software distribution solution is SCCM	R	R	R	R	R
Hard Drive Recovery	Cost of recovery for 5 drives per Year	R	R	R	R	R
Travel Rate on ad hoc	Average on 2000km Per Year	R	R	R	R	R
Total Year Price (Incl. VAT)		R	R	R	R	R
Category C - Professional Services Total Price (Incl. VAT)		R				

Category D.
Costing - Outright Purchase of Desktops, Laptops & Peripherals (Windows & Apple)

No.	Persona (Windows)	Quantity Units Required	Unit Cost	Quantity Costs
1.	Executive (Laptop/Notebook)	25	R	R
2.	Creator (Laptop/Notebook)	50	R	R
3.	Mobile Originator (Laptop/Notebook)	2 086	R	R
4.	Fixed Originator (Desktop)	10	R	R
5.	Roaming Originator (Laptop/Notebook)	91	R	R
6.	Compact Workspace (Mini PC)	848	R	R

No.	Peripherals	Quantity Units Required	Unit Cost	Quantity Costs
1.	Monitor (Type 1)	1 240	R	R
2.	Monitor (Type 2)	10	R	R
3.	Wireless Keyboard and Mouse	710	R	R
4.	Wired Keyboard and Mouse	780	R	R
5.	HDMI Cable	1250	R	R
No.	Persona (Apple)	Quantity Units Required	Unit Cost	Quantity Costs
1.	MacBook (Laptop/Notebook)	11	R	R
2.	All in one Desktop (iMac)	1	R	R
3.	Tablets - Executive	42	R	R
4.	Tablets - Standard	129	R	R

Category D - Outright Purchase Total Price (Incl. VAT)				R

Total Bid Price calculations (Category A)	R	(Incl. VAT)
Total Bid Price calculations (Category B)	R	(Incl. VAT)
Total Bid Price calculations (Category C)	R	(Incl. VAT)
Total Bid Price calculations (Category D)	R	(Incl. VAT)

Bidder Name :.....

Bidders Signature:

Date :.....

THE NATIONAL TREASURY

Republic of South Africa



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

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

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases 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. Incident al 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
departm
ent,
provinci
al
departm
ent, or a
local
authority
.

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.

- 21.4 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.
- 21.5 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.
- 21.6 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.

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.

23.3 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. Governin g 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. Applicabl e law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. Nation al 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) concern

