

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMMUNITY SCHEMES OMBUD SERVICE					
BID NUMBER:	CSOS012-2022	CLOSING DATE:	15 DECEMBER 2022	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER ICT COMPUTER EQUIPMENT AND ACCESORIES TO THE COMMUNITY SCHEMES OMBUD SERVICE FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Building 4 Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Zakithi Zwane		CONTACT PERSON	Pabalelo Kgoetego	
TELEPHONE NUMBER	(010) 593 0533/ 060 545 1150		TELEPHONE NUMBER	(010) 593 0533/066 305 8303	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@csos.org.za		E-MAIL ADDRESS	Pabalelo.Kgoetego@csos.org.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES

☐ NO

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

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER
EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.**



REQUEST FOR PROPOSAL (RFP)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER
EQUIPMENTAND ACCESORIES SERVICE PROVIDERS TO THE COMMUNITY
SCHEMES OMBUD SERVICE FOR A PERIOD OF THREE (3) YEARS.

NOVEMBER 2022

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

<u>ACRONYM</u>	<u>DESCRIPTION/DEFINITION</u>
I5	Intel Core i5 processor
I7	Intel Core i7 processor
SATA	Serial Advanced Technology Attachment Drive
LED	Light Emitting Diode display
DDR	Double Data Rate memory
FHD	Full High-Definition display
OEM	Original Equipment Manufacturer
GB	Gigabyte
VGA	Video Graphics Array display module

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER
EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.**

1. TERMS AND CONDITIONS

This Request for Proposal (RFP) has been compiled by the CSOS and is made available to Bidders subject to the following terms and conditions, which Bidders are deemed to acknowledge and accept:

A Bid submitted in response to this RFP will constitute a binding offer that will remain binding and irrevocable for a period of hundred and twenty (120) days from the date of submission to the CSOS.

- 1.1. Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.
- 1.2. The CSOS reserves the right to amend, modify, withdraw or terminate this RFP or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.
- 1.3. Should this RFP be amended, the CSOS undertakes to publicize or send each Bidder in writing the amended RFP. No oral amendments by the Bidder or the CSOS shall be considered.
- 1.4. It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.
- 1.5. The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the CSOS.
- 1.6. The CSOS reserves the right to conduct site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its response to this Bid.
- 1.7. This RFP is not intended to form the basis of a decision to enter into any transaction with the CSOS and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

- 1.8. Neither the CSOS nor any of its respective directors, officers, employees, agents, representatives, or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.
- 1.9. No entity or associated entities may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in disqualification of both entities.
- 1.10. Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid must be brought to the attention of the CSOS Supply Chain Management ("SCM") Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.
- 1.11. Any requirements set out in this RFP which stipulates the form and/or content of any aspect of a Bid is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed, may be waived by the CSOS in its sole discretion at any stage in the bid process.
- 1.12. The CSOS and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.13. All Bids submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain the information contained in the proposals confidentially. By submitting your Bid, the Bidder automatically grants CSOS permission to process its personal information, including, but not limited to conducting necessary verifications utilizing the Bidder's submitted credentials and furthermore, confirms that the processing of personal information of the Bidder shall not be deemed to be inconsistent with the provisions of the Protection of Personal Information Act 4 of 2013.
- 1.14. A Bid submitted by the Bidder shall be considered non-responsive if it shows any omissions or irregularities of any kind. However, the CSOS reserves the right to waive any aspect of non-responsiveness and to make an award in the best interest of the organization, provided that any such waiver shall be applied consistently across all Bidders.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

- 1.15. The CSOS reserves the right to accept or reject in part or whole any submitted Bid submitted.
- 1.16. The CSOS reserves the right to require a Bidder to provide a formal presentation of its RFP at a date and time to be determined by the CSOS. The CSOS shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses shall be borne by the Bidder.
- 1.17. In this RFP, the words “service provider”, “supplier” will be used interchangeably to refer to the Bidder.
- 1.18. All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.
- 1.19. All Bids must be formulated and submitted in accordance with the requirements of this RFP.
- 1.20. Bids received after the closing date and time as specified in this RFP shall be automatically rejected.
- 1.21. The CSOS is not obliged to appoint a bidder with the lowest price, if, based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken. In this regard, CSOS may appoint the second ranked bidder provided that the reasons for such deviation are properly justified and accurately recorded.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

2. INTRODUCTION

2.1. The Community Schemes Ombud (CSOS) Service is established in terms of the Community Scheme Ombud Service Act, 2011 [Act 9 of 2011) to regulate the conduct of parties within community schemes and to ensure their good governance. In order to deliver on its mandate, key amongst the priorities of the organisation are:

2.1.1. To establish a world-class dispute resolution service within community schemes characterised by organisational excellence and a conducive organisational culture.

2.1.2. To promote good governance of community schemes by developing and implementing appropriate guidelines to enhance stability and harmonious relations amongst the parties.

2.1.3. To roll-out massive educational campaigns to educate and train stakeholders within community schemes and the public at large.

2.1.4. To enhance community schemes as an alternative tenure option.

2.1.5. To develop and implement appropriate organisational systems, controls, and measures to enhance financial, economic and organisational efficiency.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL

3.1. The purpose of this Request for Proposal (RFP) is to appoint suitably qualified service providers in a panel to supply and deliver ICT computer equipment and accessories for a period of three (3) years.

3.2. The CSOS will procure equipment and accessories, as and when required, from this panel for a period of three (3) years .

3.3. The panel will service all CSOS offices nationally and the service will include computer equipment repair, provision of warranty for the computer equipment and supply of any accessories or peripherals required by the CSOS.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

4. PROJECT BACKGROUND

- 4.1. Current CSOS offices:
 - 4.1.1. Head Office and Gauteng (GP) regional Office located at 8 Bauhinia Street, Berkeley Office Park, Highveld Technopark, Centurion.
 - 4.1.2. Western Cape (WC) regional Office located at 8th Floor Constitution House, 124 Adderley Street, Cape Town.
 - 4.1.3. Kwa-Zulu natal (KZN) regional office located at 7th Floor Aquasky Towers, 275 Anton Lembede Street, Durban.
 - 4.1.4. Gqeberha satellite office located on the 3rd Floor, Fairview Office Park, Regus Building, 66 Ring Road, Greenacres, Gqeberha.
 - 4.1.5. CSOS does intend to have regional presence throughout South Africa with the next planned office being George and Polokwane.
 - 4.1.6. Additional offices may be opened during the tenure of the contract.
- 4.2. The CSOS staff count increases year on year as the organization implements its recruitment plan and this growth must be supported by the procurement of tools of trade for the employees as and when recruitment happens.
- 4.3. The CSOS is currently engaging in a robust recruitment drive that requires that ICT provision the tools of trade as and when employees commence employment within a short space of time.
- 4.4. The aim is to shorten turnaround times for the procurement and delivery of ICT equipment while ensuring that procurement occurs from credible service providers.
- 4.5. The procurement of a panel will provide a direct procurement panel for ICT equipment and accessories when new equipment is required, or obsolete equipment needs to be replaced.
- 4.6. Procurement from the panel will follow CSOS the procurement guidelines as dictated by its Supply Chain Policies and service providers will be rotated in the panel.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

5. SCOPE OF WORK

- 5.1. The service provider must be able to provide services in terms of this bid and in the following areas:
 - 5.1.1. Supply and delivery of ICT equipment.
 - 5.1.2. Supply and delivery of ICT accessories and peripherals.
 - 5.1.3. Register all applicable warranties to cover support and maintenance of the supplied equipment and peripherals, i.e., next business day professional support and maintenance, of the Original Equipment Manufacturer (OEM) on the supplied equipment and peripherals as intended by the CSOS, including parts replacements as part of the warranty.
 - 5.1.4. Warranties must be registered in the name of the CSOS.
 - 5.1.5. Collection and delivery of equipment booked in for repairs.
 - 5.1.6. Provide the necessary support and maintenance for out of warranty repairs pertaining to:
 - 5.1.6.1. Onsite repair assessments and repair quotations.
 - 5.1.6.2. Collection and return of equipment to be repaired.
- 5.2. The CSOS will standardise on the following three brands for business laptops:
 - 5.2.1. Hewlett Packard (HP)
 - 5.2.2. Dell
 - 5.2.3. Lenovo

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

6. PRE-QUALIFICATION CRITERIA

The minimum B-BBEE status level contributor: Level 1

A trust, consortium or joint venture will qualify for points on their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

No	Mandatory Requirement	Substantiation (If required)	COMPLY / NOT COMPLY (Y/N)
1.	Level 1 B-BBEE certificate or Sworn affidavit	Valid Level 1 B-BBEE certificate issued by an accredited SANAS verification agency /Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oath/B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC)	

7. SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS.

7.1. Bidders must comply with the following compliance prior to evaluation in mandatory requirements.

Documents required	Submitted Y/N
Valid B-BBEE certificate issued by an accredited SANAS verification agency /Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oath/B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC)	
Proof of registration on the National Treasury Central Supplier Database (provide CSD summary report or CSD number)	
Valid tax pin number/letter	
Fully completed SBD documents (SBD 1,4 & 6.1)	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

8. MANDATORY REQUIREMENTS

- 8.1. The below requirements are mandatory, and **bidder must state compliance to all components of section 5.5 using the tables provided and** failure to comply with any of them will render the bid non-responsive and lead to disqualification.

No	Mandatory Requirement	Substantiation (If required)	COMPLY / NOT COMPLY (Y/N)
1.	The bidder must provide a valid OEM certificate or Distributor letter stating that the bidder is accredited to resell the proposed computer equipment. OEM Partner Letter or certificate (Accredited with Dell, HP or Lenovo).	OEM certificate or a distributor letter OEM letter/Certificate from the OEM or accredited distributor. This will be verified by the CSOS. NB: Should the letter / certificate not provide sufficient information to verify partnership or reseller accreditation, it may be deemed invalid and lead to disqualification.	
2.	The computers/ peripherals/devices offered by the bidder shall fully comply with the technical requirements as set out in this bid, refer to section 5.5.	Bidder must state compliance to all components of Section 9 using the tables provided. Complete ALL tables on Section 9 and failure to complete all in full whether the requirement is met or not will result in disqualification.	

NB: THE RFB740 SITA TRANSVERSAL CONTRACT PARTICIPATION DOCUMENTATION WILL NOT BE ACCEPTED AS A SUBSTITUTE FOR THE OEM OR DISTRIBUTOR LETTER.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

9. TECHNICAL REQUIREMENTS

9.1. It is expected that bidders must possess the necessary skills, competencies and accreditation to comply with and be able to perform the services as listed below.

9.2. **Tick** the relevant box to state compliance (Yes or No). Any empty boxes will be understood not to comply to the requirement.

9.2.1. New computers:

i7 Laptop / 14 Inch or equivalent

Technical Requirement (Minimum Requirements)	Comply to the specification, Yes or No	
	Yes	No
i7 Processor – Generation 11 or latest		
14 Inch FHD display (optional touch)		
16 GB DDR Memory		
512GB Solid State Drive		
Wi-Fi and Bluetooth		
4G LTE (Cellular) or latest		
3-year next business day onsite pro-warranty		
Windows 11 professional		

i5 Laptop/14 Inch. or equivalent

Technical Requirement (Minimum Requirements)	Comply to the specification, Yes or No	
	Yes	No
i5 Processor – Generation 11 or latest		
14-inch FHD display		
8 GB DDR Memory		
512GB Solid State Drive		
Wi-Fi and Bluetooth		
4G LTE (Cellular) or latest		
3-year next business day onsite pro-warranty		
Windows 11 Professional		

i5 Laptop/15 Inch or equivalent

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

Technical Requirement (Minimum Requirements)	Comply to the specification, Yes or No	
	Yes	No
i5 Processor – Generation 11 or latest		
15 Inch FHD display		
8 GB DDR Memory		
512GB Solid State Drive		
Wi-Fi and Bluetooth		
4G LTE (Cellular) or latest		
Number Pad (NumPad)		
3 Year next business day onsite pro-warranty		
Windows 11 Professional		

i5 All-In-One Desktop or equivalent

Technical Requirement (Minimum Requirements)	Comply to the specification, Yes or No	
	Yes	No
i5 Processor – Generation 11 or latest		
21 Inch or 23 Inch FHD display		
8 GB DDR Memory		
512GB Solid State Drive		
Wi-Fi and Bluetooth		
3 Year next business day onsite warranty		
Windows 11 Professional		

9.2.2. New Monitor

27 Inch Monitor

Technical Requirement (Minimum Requirements)	Comply to the specification, Yes or No	
	Yes	No
27 Inch monitor (1920 * 1080) Anti-Glare LED backlit HDMI		

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

23- and 24-Inch Monitor

Technical Requirement (Minimum Requirements)		Comply to the specification, Yes or No	
		Yes	No
23 Inch or 24 Inch monitor (1920 * 1080) Anti-Glare LED backlit HDMI			

9.2.3. New Keyboard and Mouse Combo

Technical Requirement (Minimum Requirements)		Comply to the specification, Yes or No	
Specification	Details	Yes	No
Sensor technology	- Precision Optical Tracking - DPI (Min/Max): 1000±		
Connectivity	- Connection Type: Bluetooth or wireless receiver		
Operating system	Compatible with Windows professional		
Warranty	2-year Limited hardware warranty		

9.2.4. New Mouse (or equivalent)

Technical Requirement (Minimum Requirements)		Comply to the specification, Yes or No	
Specification	Details	Yes	No
Sensor technology	- Precision Optical Tracking - DPI (Min/Max): 1000±		
Connectivity	- Connection Type: Bluetooth		
Operating system	Compatible with Windows professional		
Warranty	2-year Limited hardware warranty		

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

9.2.5. New Docking station

9.2.5.1 Thunderbolt dock Type C or similar for laptops

9.2.5.2 Model to be determined based on laptop make and model.

9.2.6. New Laptop Bags

Technical Requirement (Minimum Requirements)	Comply to the specification, Yes or No	
	Yes	No
Sport Rolling 15-15.6" Laptop Backpack or equivalent (Black colour)		
City Gear 14-15.6" Backpack Case or equivalent (Black colour)		
Mobile VIP 15.6" Roller – or equivalent (Black colour)		
City Gear 14-15.6" Top Loader Case or equivalent (Black colour)		

9.2.7. Replacement Parts

Technical Requirement (Minimum Requirements)	Comply to the specification, Yes or No	
	Yes	No
128 GB, 512 GB and 1TB SSD (Module)		
128 GB, 512 GB and 1TB SSD (SATA)		
8 GB, 16GB Memory Modules (DDR3 and DDR4)		
Power Adapters for specified laptops		

9.2.8. The above specification may change as new technologies emerge or advanced affecting the specifications.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

9.3. Delivery requirements and timeframes

#	Item	Response / Delivery Timeframe	Comply (Tick)
1	Request for quotation	Next business day	
2	Accessories Delivery (Keyboard, Mouse, Peripherals, Connectivity cables (HDMI, Power, VGA etc))	3 business days from receipt of purchase order	
3	Delivery Locations	Delivery of any procured must be to the CSOS offices as specified in 4.1 above.	

9.3.1. Dead on arrival (DOA) equipment

9.3.1.1. All DOA equipment (within 7 days of delivery by bidder) will be collected by the bidder and replaced with new equipment.

9.3.1.2. Replacement of DOA equipment must be within 3 days of collection of the dead equipment.

9.3.2. Penalties

9.3.2.1. Penalties of up to 10% of the order may be levies for late deliveries of good or noncompliance to agreed SLA's.

9.3.2.2. Should a bidder not be able to deliver five times upon receipt of order or be in breach of SLA up to five times, they may be removed from the panel.

9.3.2.3. Penalties will be covered in the Service Level Agreement that will be signed by all participating bidders.

9.4. Support of out of warranty equipment

9.4.1. The bidder must provide the turn-around times in terms of hardware or computer equipment repairs of out-of-warranty computer equipment.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

9.4.2. This includes repair assessments, quotations for repair, collection and return from repair.

9.4.3. Tick the appropriate compliance below **(Select only 1):**

#	Turn-Around Time	(Tick) One Selection Only
1.	0-8 Business hours equipment assessment and collection	
2.	9-16 Business hours equipment assessment and collection	
3.	17-24 Business hours equipment assessment and collection	

9.5. Lead / Delivery Times

9.5.1. The bidder must have the ability to deliver ICT equipment (Laptops and Desktops) to CSOS as and when requested.

#	Turn-Around Time	(Tick) One Selection Only
1.	Less than 1 week delivery after receipt of Purchase Order	
2.	1-2 weeks' delivery after receipt of Purchase Order	
3.	2-4 weeks' delivery after receipt of Purchase Order	
4.	4-6 weeks' delivery after receipt of Purchase Order	

10. OPERATIONAL PROCEDURE

10.1. Once service providers have been appointed the following procedures will apply:

10.1.1. The panel will consist of a minimum of three (3) service providers appointed to provide computer equipment and accessories to the CSOS.

10.1.2. The work will be awarded to services providers on a rotational basis.

10.1.3. This will assist in ensuring that all service providers appointed onto the panel have an opportunity to work on this project.

11. PROJECT TIME FRAME

11.1. The appointed bidders will serve as part of the panel for three years.

12. EVALUATION CRITERIA

12.1. In order for bidders to make it onto the panel they need to meet the minimum threshold of 70% on functionality. The approach that will be used for this tender is a quality-based

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.
selection, thus pricing will not be considered during this evaluation.

12.2 Once suppliers are appointed onto the panel quotations will be requested from them and we will apply the 80/20 preference method principle as and when we request quotations.

No.	Functionality Evaluation Criteria	Descriptions	Maximum Weighting
1.	Company Experience (Contactable Reference Letters)	The bidder must submit fully completed client assessment forms provided or The Bidder must provide a client reference letters not older than five (5) years. Client reference letters must conform to the following: 1) Signed by the client. 2) Confirms work completed within the last five years. 3) Client must expressly confirm delivery by the bidder Computer equipment. Criteria:	40

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

		0) No reference letters or assessment forms = 0 1) One (1) reference letter or assessment form = 1 point 2) Two (2) reference letters or assessment forms = 2 points 3) Three(3) reference letters or assessment forms = 3 points 4) Four (4) reference letters or assessment forms = 4 points 5) Five(5) reference letters or assessment forms = 5 points	
2.	Support of out of warranty equipment	The bidder must provide the turn-around times in terms of hardware or computer equipment repairs of out-of-warranty computer equipment. • 25 or more business hours equipment collection and assessment (0) • 17 - 24 Business hours equipment collection and assessment = (3) • 9 - 16 Business hours equipment collection and assessment = (4) • 0 - 8 Business hours equipment collection and assessment = (5)	30
3.	Lead / Delivery Times	The bidder must provide the lead time for the delivery of ICT equipment (Laptops and Desktops). • 7 or more weeks after receipt of Purchase Order or not specified = (0) • Between 4-6 weeks' delivery after receipt of Purchase Order = (2) • Between 2 - 4 weeks' delivery after receipt of Purchase Order = (3) • Between 1-2 weeks' delivery after receipt of Purchase Order = (4) • Less than 1 week delivery after receipt of Purchase Order = (5)	30
Total:			100
Threshold			70%

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

12.2. ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE

(This form **must** be sent to the bidders' previous clients to give reference to projects completed as explained in the evaluation criteria. All assessment forms must then be attached with the tender submission.)

Name of Bidder	
Value of Contract	
Date of Commencement	
Contract Duration	
Contract Completion Date	

Services Provided	Tick
ICT equipment (laptops and desktops) supply and delivery	
Monitor supply and delivery	
ICT accessories supply and delivery	
ICT peripherals supply and delivery	
ICT computer parts supply and delivery	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right-hand side. 1 = Poor; 5 = Excellent	1	2	3	4	5
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					

COMMENTS:

Name of Person Completing this Assessment Form	
Representing Firm	
Telephone Number	
Email Address	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

Date of Assessment	
SIGNATURE OF OFFICIAL RESPONSIBLE FOR COMPLETING THE ASSESSMENT FORM.	

13. PRICING GUIDE

13.1. Once suppliers are appointed onto the panel quotations will be requested from them on a per unit costing provided at the time and we will apply the 80/20 preference method principle as and when we request quotations.

13.2. NO PRICING SHOULD BE SUBMITTED WITH THIS BID.

14. TIMELINE OF THE BID PROCESS

14.1. The validity period of tenders and the withdrawal of offers, after the closing date and time is 120 days.

15. DURATION OF THE CONTRACT

15.1. The duration of the contract is anticipated to run for three years and may overlap into the next financial year depending on the commencement date.

15.2. The commencement shall take effect on the date of signing the Service Level Agreement. That is, the services of the successful bidder will be required for a period of three (3) years.

16. PROJECT MANAGER RESPONSIBILITIES

16.1. The CSOS Project Manager's responsibilities will include:

16.1.1. Providing the service provider with all appropriate advice and information pertinent to the success of this project as well as assisting in setting up meetings with key management staff.

17. SERVICE PROVIDER RESPONSIBILITIES

17.1. The service provider will sign a Service Level Agreement which will assure confidentiality of CSOS information and intellectual property.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

- 17.2. The service provider undertakes to abide by the CSOS's policies and procedures and Code of Conduct whilst conducting work on behalf of the CSOS.

18. SUPPLIER DUE DILIGENCE.

- 18.1. CSOS reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

19. RESPONSE FORMAT (SUBMISSION OF PROPOSAL)

- 19.1. The proposals must be submitted in the prescribed format. Standard bidding documents attached with Terms of Reference must be completed in full.
- 19.2. The bidder(s) are required to submit one (1) original copy of the bid document.
- 19.3. Failure to comply with mandatory requirements will result in your bid being disqualified.

20. LATE BIDS.

- 20.1. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

21. COUNTER CONDITIONS

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

22. FRONTING

- 22.1. Government supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemns any form of fronting.
- 22.2. The Government, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

- 22.3. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies CSOS may have against the Bidder / contractor concerned.

23. CONTACT AND COMMUNICATION.

- 23.1. Further information regarding technical matters can be sent via email to : Pabalelo.Kgoetego@csos.org.za or Tel: 010 593 0533 Cell: 066 305 8303.
- 23.2. Further information regarding supply chain matters can be sent via email to Zakithi Zwane : tenders@csos.org.za or at Tel: 010 593 0533 Cell 060 545 1150.
- 23.3. The delegated office of CSOS may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 23.4. Any communication to an official or a person acting in an advisory capacity for CSOS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 23.5. All communication between the Bidder(s) and CSOS must be done in writing.
- 23.6. Whilst all due care has been taken in connection with the preparation of this bid, CSOS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. CSOS, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 23.7. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CSOS (other than minor clerical matters), the Bidder(s) must promptly notify CSOS in writing of such

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

discrepancy, ambiguity, error or inconsistency in order to give CSOS an opportunity to consider what corrective action is necessary (if any).

- 23.8. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CSOS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 23.9. All persons (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.
- 23.10. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CSOS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 23.11. All persons (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

24. PROPOSAL SUBMISSION REQUIREMENTS.

- 24.1. The service provider must present CSOS management with a comprehensive proposal and model outlining how they intend to address our specific needs. CSOS reserves the right to appoint bidders that meet the requirements and not necessarily in line with the minimum stipulated numbers.

25 SUBMISSION OF PROPOSALS.

- 25.1 Bid documents should be placed in the tender box on or before the closing date and time.
- 25.2 Bid documents will only be considered if received by CSOS before the closing date and time at 12h00:

**Building 4 Berkely Office
Park8 Bauhinia Street
Highveld Techno Park
Centurion
0157**



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

CSOS012-2022: APPOINTMENT OF A PANEL OF ICT COMPUTER EQUIPMENT AND ACCESORIES SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.

CLOSING DATE: 15 DECEMBER 2022 AT 12:00

VALIDITY PERIOD: 120 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A SPECIAL CONDITIONS OF CONTRACT

- 1.1 This bid and all contracts emanating there from will be subject to the 2010 National Treasury General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

FUNCTIONALITY

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of **70%**.
- Bidders must, as part of their bid documents, submit supporting documentation for all technical requirements as indicated hereunder.

B TAX CLEARANCE PIN/LETTER & CSD REPORT

- Bidders must submit their CSD report/number or SARS Tax pin number/letter. Failure to comply with this condition may invalidate the bid.

C REGISTRATION

- Latest proof of company registration from Companies and Intellectual Property Commission (CIPC) may be submitted in the form of copies of the relevant registration document

D CLIENT BASE

- Bidders must have specific experience and submit recent references (in a form of written proof (s) on their company's letterhead including relevant person (s), telephone, fax numbers and e-mails) of similar work undertaken.
- The CSOS reserves the right to contact references during the evaluation and adjudication process to obtain information.

E SHAREHOLDERS/DIRECTORS PORTFOLIO

- The bidder shall submit copies of the company's shareholding portfolio with the bid documents at the closing date and time of the bid.

F

G COMMUNICATION

- Supply Chain Management will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the CSOS in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

H COUNTER CONDITIONS

- Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

I PROHIBITION OF RESTRICTIVE PRACTICES

- In terms of section 4(1) 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:
 - directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

J FRONTING

- The Community Schemes Ombud Service supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the CSOS condemns any form of fronting.

- The CSOS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSOS may have against the bidder/contractor concerned.

K TIMEFRAMES AND FORMAL CONTRACT

- Successful bidder(s) will be required to enter into a formal contract with the CSOS.

L PACKAGING OF BID

- ***The bidder shall place the sealed bid proposal into a sealed envelope or package, and must be clearly marked with a description of the bid as follows:***

- Bid No: CSOS012-2022

Description: CSOS012-2022: Appointment of a panel of ICT Computer Equipment and Accessories service providers for a period of three (3) years.

Bid closing date and time: 15 December 2022

Time: 12h00

Name and address of the bidder:

M CONTACT DETAILS

Supply Chain Management Office:

Physical address: Unit 4, Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion

For General SCM enquiries: Zakithi Zwane, Contact: 010 593 0533 or email: [**tenders@csos.org.za**](mailto:tenders@csos.org.za)

For Technical enquiries: Pabalelo Kgoetego ;Contact :010 593 0533/ 066 305 8303 or email: [**Pabalelo.Kgoetego@csos.org.za**](mailto:Pabalelo.Kgoetego@csos.org.za)

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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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.

- 3.6 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

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

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

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

1. GENERAL CONDITIONS

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

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

1.21.2

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

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid are allocated as follows:

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

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

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

2. DEFINITIONS

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

of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

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

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



Supplier Maintenance: Bank Details

Supplier name _____

I/We hereby request and authorize you to pay any amounts which accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/We understand that a payment advice will be supplied by the organization in the normal way, and that it will indicate the date on which funds will be available in my/our account. This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Initial and Surname

Authorized Signature

Date dd/mm/yyyy									

NB. Only original signed forms will be accepted.

Registered name: _____

Co. Registration No: _____

Account Holder: _____

Name of Bank: _____

Name of Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

It is hereby confirmed that these details have been verified against the following screens:

ABSA-
FNB-
STD Bank-
Nedbank-
Other Banks-

Bank Stamp Here

Bank Official Name: _____

Contact Detail: _____

NB: IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ENSURE THAT DETAILS PROVIDED ARE CORRECT.

A LETTER FROM THE BANK CONFIRMING BANKING DETAILS WILL ALSO SUFFICE

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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.

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General Conditions of Contract

1. Definitions

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.