

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PROVINCIAL TREASURY

BID NUMBER:	SCMU12-26/27-0003	Closing Date	19 October 2026	CLOSING TIME:	11h00
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DESCRIPTION	Specification for the Supply and delivery of laptop computers for Eastern Cape Provincial Treasury using SITA RFB 740 contract for a period of thirty-six (36) months
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

EASTERN CAPE PROVINCIAL TREASURY

SUPPLY CHAIN MANAGEMENT UNIT

SHOP, NO.7 CORNER PHALO & INDEPENDENCE AVENUE

TYAMZASHE BUILDING, BHISHO, 5605

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Phumla Ndaleni
TELEPHONE NUMBER	083 737 8622
FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	Phumla.ndaleni@ectreasury.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Nyameka Qina
TELEPHONE NUMBER	060 573 4991
FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	Nyameka.qina@ectreasury.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?

☐ Yes ☐ No
[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?

☐ Yes ☐ No
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

DATE:.....

**COMPLIANCE CHECKLIST TO BE COMPLETED BY THE BIDDER AS PROOF OF
SUBMISSION OF DOCUMENTS INDICATED BELOW**

NAME OF DEPARTMENT: _____

BID NUMBER: _____

BID DESCRIPTION: _____

Item No	Item Description	Checked by Bidder- (✓)	Verified by Department -(✓)	Bidder to indicate yes or no- where applicable	Bidder's Page Numbers- if applicable
1.	ECBD 1-Invitation to Bid				
2.	Copy of Central Supplier Database (CSD)				
3.	ECBD 3.1 – Pricing Schedule				
4.	ECBD 4- Bidder's Disclosure				
5.	ECBD 6.1- Preference Point Claim				
6.	General Conditions of Contract				
7.	Special Conditions of Contract including Annexures, if applicable				
8.	Terms of Reference/Specification				
9.	Bidder's proposal				
10.	Director/s: Gender (F-Female or M-Male)				
11.	Youth (Y=yes or N=No)				
12.	Disability (Y=Yes or No)				
13.	Certified Copies of Identity Document (I.D's) for Directors.				

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Supply Chain Management shall apply to this contract. These general conditions shall be read in conjunction with the amendments and additions set out in the special conditions of contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details:

Employer for whom the work was performed;

Nature of work;

Value of work;

Year completed.

Failure to complete this statement may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

4. COMPLETION OF BIDS

THE BIDDER SHALL COMPLETE ALL FORMS IN BLACK INK.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialled by the Bidder. Failure to observe this rule may lead to the bid being disqualified. Bids shall be ineligible for consideration unless submitted on the forms bound in this document. A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Provincial Treasury as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Provincial Treasury will inform all Bidders accordingly as early as possible.

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects. Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable. Bids in sealed envelopes clearly marked **“Specification for the supply and delivery of laptop computers for Eastern Cape Provincial Treasury using SITA RFB 740 Contract for a period of thirty- six (36) months: SCMU12-26/27-0003”** and the Bidder’s name and address, shall be delivered to the Eastern Cape Provincial Treasury, Tyamzashe Building- Shop No. 7, Corner Phalo & Independence Avenues, Bhisho **not later than 11:00 on the closing date, 19 October 2026**. Bids must not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

6. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

7. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Provincial Treasury, Bhisho, before the closure of this bid.

8. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the

period for which he has agreed that it shall remain open for acceptance. The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

9. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect. The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

10. NON-COMPULSORY VIRTUAL BRIEFING CLARIFICATION SESSION

Not Applicable

11. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

12. TAXES AND LEVIES

Bidders shall include Value Added tax (VAT) in their bid rates.

13. BID VALIDITY PERIOD

Bids must remain valid for a period of ninety (90) days from the closing date of the bid.

14. ACCEPTANCE OF BID

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

15. PENALTIES

In the event that the Contractor fails to comply with the conditions of the contract, the penalties will be stipulated in the Service Level Agreement.

CHAPTER 3: GENERAL CONDITIONS OF CONTRACT
PROVINCE OF THE EASTERN CAPE
GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential

to harm the local industries in the RSA.

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

2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain

the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections; tests and analyses shall be defrayed by the purchaser
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

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

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. SPARE PARTS

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

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

15. WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from

design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. PRICES

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

18. CONTRACT AMENDMENTS

- 18.1 No variation in or modification of the terms of the contract shall be made except by

written amendment signed by the parties concerned.

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in

conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any 12 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 antidumping 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 wilful misconduct, and in the case of infringement pursuant to Clause 6

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (B) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

32. TAXES AND DUTIES

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

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

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

34 PROHIBITION OF RESTRICTIVE PRACTICES

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

STANDARD BID DOCUMENT-3.1

PRICING SCHEDULE

FIRM PRICES

(PURCHASES)

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

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

Name of bidder.....	Bid number:
Closing Time	Closing date:

OFFER TO BE VALID FOR 90 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
- Delivery basis

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies *Delete if not applicable

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution?
YES/NO
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

- 2.3.1 If so, furnish particulars:

.....

- 2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other

related enterprise, whether or not they are bidding for this contract?
YES/NO

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

Supplier registration number (MAAA)	Status (active/inactive/deleted)

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

3 GENERAL DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.Women owned entities • 100% owned= 10 • 60% to 99% owned=5 • 1% to 59% owned=3	10	
2.Youth owned entities • 51% to 100% owned=7 • 1% to 50% owned=3	7	
3. Entities owned by people with disabilities=3	3	
Total Points	20	

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:

.....

.....

.....

BID POLICIES, PROCEDURES AND STANDARD CONDITIONS

In addition to those stipulated in any other sections of the bid documents, potential bidders should be especially aware of the following terms and conditions:

1. SUPPLIERS DATABASE

- 1.1 The bidder agrees that the bid/quotation will be subject to the provisions of the Centralised Suppliers Database (CSD) Policy.
- 1.2 The bidder confirms that the information that appears on the CSD, including the annexures with additional information, is correct and accurate, and if the information provided in this document differs from that contained in the CSD, the latter information will be deemed to be correct.
- 1.3 Where the bidder intentionally furnishes incorrect and/or misleading information and/or provides information that is contrary to that which has been provided for on the CSD, the quotation/bid may be rejected.
- 1.4 The provision of incorrect and/or misleading information, whether intentionally or not, may result in the bidder being deregistered from the CSD and restricted from doing business with the Provincial Government.

2. SUPPLY CHAIN MANAGEMENT COMPLAINTS MECHANISM

- 2.1 National Treasury Regulation 16A9.3 makes it mandatory for the National Treasury and each Provincial Treasury to establish a mechanism to consider complaints with regard to alleged abuses of the supply chain management framework within department/institutions. In this respect, the Provincial Treasury has established a uniform provincial policy to consider complaints, grievances and abuses of supply chain management processes.
- 2.2 In terms of the above, bidders may lodge a complaint for alleged abuses of the supply chain management mechanism by completing the complaint form obtainable from the Provincial Treasury's Supply Chain Management Office.
- 2.3 The department/institution shall follow the prescribed procedure laid out in the policy when considering complaints, grievances and abuses of the supply chain management framework.
- 2.4 The Uniform Provincial Policy to Consider Complaints, Grievances and Abuses of Supply Chain Management together with the Complaint Form may be obtained from the Provincial Treasury's Supply Chain Management Office, Shop No.5, Tyamzashe

**PROVINCE OF THE EASTERN CAPE
PROVINCIAL TREASURY**

3. SPECIAL CONDITIONS OF CONTRACT (SCC)

- 3.1 Government's bidding procedures as prescribed by the Supply Chain Management Framework applies;
- 3.2 Only bidders that have met the requirements of the bid Specification/ Terms of Reference shall be considered during the adjudication process;
- 3.3 Bidders must attach a proof of CSD Registration Summary Report and Tax Compliance Status Pin Letter issued by SARS;
- 3.4 Copy of Companies and Intellectual Property Commission (CIPRO/ CIPC) document must be attached to the bid documents together with the share certificate of individual members/ directors;
- 3.5 Bidders are required to submit certified copies of Identity Documents (ID's) of owners and team members of the company as they will be subjected to vetting and used to claim points for specific goals.
- 3.6 The Departmental Bid Committee (DBC) and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents;
- 3.7 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points;
- 3.8 No bids will be considered if submitted after closing date and time;
- 3.9 Bidders are not allowed to amend the standard bidding forms;
- 3.10 Bidders are required to fully complete and sign all the relevant SBD Forms;
- 3.12 The Provincial Treasury reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision to seek provision of these services at any time and is not bound to accept the lowest bid;
- 3.13 Incomplete or late bids, telegraphic / e-mail or faxed bids / proposals will not be accepted for consideration;
- 3.14 Bidders must fully comply with all minimum requirements stipulated in the Terms of Reference as these requirements disqualifies bidders from evaluation;
- 3.15 Bidders must accurately cost all items/ price schedules as the wrong calculations will lead to a bid being disqualified for wrong calculations. The total price must include VAT where applicable and the Total Bid Price on the Pricing Schedule must be the same as **SBD 3.1.**

- 3.16 Bidders are required to consider the Pricing Index issued by Provincial Treasury on a quarterly basis for Price Benchmarking (where applicable). It is available on the Departmental [Website@www.ectreasury.gov.za/Circulars](http://www.ectreasury.gov.za/Circulars) issued by Provincial Treasury.
- 3.17 Bidders who are using courier services for delivery of their bid documents/ proposals must ensure the delivery is at the correct place/ location and time as the department will not be held responsible for late or incorrect delivery point.

3 CONSORTIUMS / JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services.

A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

- 4.1 It must be signed so as to be legally binding by all consortium members;
- 4.2 Companies that bid as consortiums / joint venture must submit an official signed business agreement by both parties together with the bid document. **Failure to submit the signed business agreement by both parties / members will result in disqualification;**
- 4.3 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 4.4 The lead member shall be the only authorized party to make legal statements, communicate with the department and receive instructions for and on behalf of any and all the members of the Consortium;
- 4.5 If not clearly stipulated in the agreement, a letter of authority stating which member may sign a bid document must be attached;
- 4.6 Bidders must attach a proof of CSD Registration Summary Report and Tax Compliance Status Pin Letter issued by SARS from all the affected parties and be submitted together with the bid;
- 4.7 A copy of business registration documents (CIPC/CIPRO) shall be submitted by all parties together with the share certificates of individual members/ directors;
- 4.8 The parties to the joint venture or consortium agreement must express in the bid proposal what aspects of the scope of the work each party would be adding value to and what percentage each parties will receive in terms of the total price quoted;
- 4.9 The Provincial Treasury reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision seek provision of these services at any time and is not bound to accept the lowest bid;
- 4.10 Both parties in the consortiums / joint venture are required to submit certified copies of Identity Document (ID's) of owners and team members to be used to claim points for specific goals.
- 4.11 Bidders must fully comply with all minimum requirements stipulated in the Terms of Reference as these requirements disqualifies bidders from evaluation;
- 4.12 Bidders must accurately cost all items/price schedules as the wrong calculations will lead to a bid being disqualify for wrong calculations. The total price must include VAT, where applicable and the Total Bid Price on the Pricing Schedule must be the same as

SBD 3.1;

4.13 Bidders are required to consider the Pricing Index issued by Provincial Treasury on a quarterly basis for Price Benchmarking. It is available on the Departmental website [www.ectreasury.gov.za \(Circulars\)](http://www.ectreasury.gov.za/Circulars) issued by Provincial Treasury.



Province of the
EASTERN CAPE
PROVINCIAL TREASURY

PRIVATE BAG X0029, BHISHO, 5605 REPUBLIC OF SOUTH AFRICA
www.ectreasury.gov.za
Eastern Cape Provincial Treasury @ectreasury

**SPECIFICATION FOR
THE SUPPLY AND DELIVERY OF LAPTOP COMPUTERS
FOR EASTERN CAPE PROVINCIAL TREASURY USING
SITA RFB 740 CONTRACT FOR A PERIOD OF THIRTY- SIX
(36) MONTHS**

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LEGENDS

VISION: We envision a prosperous province supported by sound financial and resource



1. INTRODUCTION

Eastern Cape Provincial Treasury (ECPT) intends to utilize SITA RFB 740 Contract to appoint a service provider accredited for the Eastern Cape Province to supply and deliver laptops for a period of thirty-six months at **Head Office – Bisho**.

2. OBJECTIVE

In line with SITA RFB740 Engagement Model paragraphs 4.1 (X) & (XI) and the Local Economic Development Procurement Framework (LEDPF), this procurement requires suppliers that are accredited for ECP for the supply and delivery of laptops.

3. SCOPE OF WORK

ECPT requires supply and delivery of laptops over a period of thirty-six months using the following technical specification:

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Specification 1	Specification 2	Specification 3	Specification 4
<u>Laptop</u> - Operating System installed: Latest commercially available version of Windows (Currently Windows 11 Pro 64-bit). - Processor: Core Ultra 5 225H - TPM Setting Hardware dTPM2.0 or above: Enabled. - Secure Boot: Enabled. - Firmware-embedded tracking Module - Wireless: Built-in Wi-Fi and Bluetooth - Mobile Broadband: Built-in LTE with sim slot	<u>Laptop</u> - Operating System installed: Latest commercially available version of Windows (Currently Windows 11 Pro 64-bit). - Processor: Intel Core Ultra 7 155H - TPM Setting Hardware dTPM2.0 or above: Enabled. - Secure Boot: Enabled - Firmware-embedded tracking Module - Wireless: Built-in WiFi and Bluetooth - Mobile Broadband: Built-in LTE with sim slot	<u>Laptop</u> - Operating System installed: Latest commercially available version of Windows (Currently Windows 11 Pro 64-bit). - Processor: Intel Core Ultra 7 155H - TPM Setting Hardware dTPM2.0 or above: Enabled. - Secure Boot: Enabled - Firmware-embedded tracking Module - Wireless: Built-in WiFi and Bluetooth - Mobile Broadband: Built-in LTE with sim slot	<u>Laptop</u> - Operating System installed: Latest commercially available version of Windows (Currently Windows 11 Pro 64-bit). - Processor: Intel Core Ultra 7 155H - TPM Setting Hardware dTPM2.0 or above: Enabled. - Secure Boot: Enabled - Firmware-embedded tracking Module - Wireless: Built-in Wi-Fi and Bluetooth - Mobile Broadband: Built-in LTE with sim slot



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• Storage: 512 GB PCIe NVMe SSD	• Storage: 1TB PCIe NVMe SSD	• Storage: 512 GB PCIe NVMe SSD
• Internal Memory: 16 GB DDR5 (Upgradeable).	• Internal Memory: 32 GB DDR5 (Upgradeable)	• Internal Memory: 16 GB DDR5 (Upgradeable)
• Display: 14"	• Display: 16"	• Display: 14" touch screen
• Built-in Webcam	• Built-in Webcam	• Built-in Webcam
• Ports: (USB Type-C; Type-A; HDMI; combo audio jack; RJ-45)	• Ports: (USB Type-C; Type-A; HDMI; combo audio jack; RJ-45)	• Ports: (USB Type-C; Type-A; HDMI; combo audio jack; RJ-45)
• Power: 65W AC adapter, USB Type-C	• Power: 65W AC adapter, USB Type-C	• Power: 65W AC adapter, USB Type-C
• Cable lock	• Cable lock	• Cable lock • Stylus pen
• Black high quality laptop backpack (adequate shoulder grip, strengthened stress points, padded laptop compartment, additional compartment/s).	• Black high quality laptop backpack (adequate shoulder grip, strengthened stress points, padded laptop compartment, additional compartment/s).	• Black high quality laptop backpack (adequate shoulder grip, strengthened stress points, padded laptop compartment, additional compartment/s).
• 3-year next business day Onsite Warranty with 3-year Onsite Accidental Damage Protection (ADP)	• 3-year next business day Onsite Warranty with 3-year Onsite Accidental Damage Protection (ADP)	• 3-year next business day Onsite Warranty with 3-year Onsite Accidental Damage Protection (ADP)

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4. EXPECTED DELIVERABLES AND OUTPUTS

- All laptops are expected to be delivered within six (6) weeks after receipt of the official order. The bidders must indicate in their proposals the expected date of delivery for all laptops. All laptops should be delivered at Head Office in Bhisho.
- Supply all required equipment in accordance with the specification as outlined in the scope of work.
- A total warranty period of 3 years must be included with a next business day **onsite warranty and onsite accidental damage protection (ADP)**.
- If the models offered are either discontinued or replaced, the replacement items must be equivalent to or better than offered items. All units must be the latest generation series model and CPU.
- ECPT will order relevant quantities as and when required during the contract period.
- All laptops must come with track and trace software licence for a period of thirty-six (36 months) with the following features:
 - Real time location,
 - Remote device lock,
 - Remote deletion of sensitive data and files permanently,
 - Device recovery
- Where laptops are lost or stolen, the successful bidder must attempt to recover the device within eight (8) to twelve (12) weeks after loss or theft has been reported.

5. LOCAL ECONOMIC DEVELOPMENT

To support Local Economic Development, this procurement will comply with the provisions of the SITA RFB 740 Contract which requires service providers who have footprint in the Eastern Cape Province and are accredited to supply as such, who can deliver the products, subject to compliance with the SCM regulatory framework and the expected delivery time frames. Only suppliers that are accredited by SITA through RFB 740 Contract and those that have a footprint in the Eastern Cape Province will be considered eligible to stock and resell the brand.

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6. TIME FRAMES

The successful bidder will enter into a Service Level Agreement (SLA) with ECPT after award of the contract. The contract shall remain in force for a period of thirty-six (36) months subject to appropriation of funds as stipulated in 7.8. below.

7. CONDITIONS OF THE CONTRACT

- 7.1. The goods supplied shall conform to the standards mentioned in the specification.
- 7.2. Delivery of goods shall be made by the supplier in accordance with the time scheduled in paragraph 4.
- 7.3. The successful bidder is expected to enter into a Service Level Agreement (SLA) with ECPT after the award of the contract.
- 7.4. The SLA shall be prepared by the ECPT to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by the ECPT (whether arising from the specifications of the successful bidder's proposal or otherwise).
- 7.5. ECPT reserves the right to terminate the contract should the successful bidder fail to perform according to the requirements stipulated in the SLA.
- 7.6. To establish a common understanding of the contract, scope of work, and ECPT's expectations in terms of this contract, it is compulsory for the Director(s) of the successful company to attend the contract initiation meeting/ post-award kick-off meeting, other meetings as and when required.
- 7.7. The bid will consist of the bid document including the attached General Conditions of the contract (GCC).
- 7.8. The appointment arising from this bid is subject to the availability of funds appropriated by the Eastern Cape Provincial Legislature and allocated to ECPT in accordance with the Public Finance Management Act, 1999 (Act No. 1 of 1999). ECPT intends to make provision for the services for the full contract period. However, should funding be materially reduced, withdrawn, or otherwise become unavailable due to circumstances beyond ECPT's control, ECPT reserves the right to terminate the resulting contract, subject to applicable legislation, the terms of the contract, and reasonable prior written notice to the service provider.



8. AVOIDING ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

The accounting officer–

- a) may disregard the bid of any bidder if that bidder, or any of its directors –
 - (i) have abused the institution's supply chain management system
 - (ii) have committed fraud or any other improper conduct in relation to such system; or
 - (iii) have failed to perform on any previous contract; and
- b) must inform the relevant treasury of any action taken in terms of paragraph (a).

9. BID EVALUATION CRITERIA

9.1. The evaluation process will take place in three (3) phases as follows:

Phase 1	Phase 2	Phase 3
Administrative Requirements	Mandatory Requirements	Points for Price and Specific goals
Compliance with all administrative requirements (Completion of all returnable SBD forms). Only bidders that comply with all the administrative requirements will proceed to Phase 2.	Compliance with the Special conditions of the bid. Only bidders that comply with all the mandatory requirements will proceed to Phase 3.	Bids will be evaluated in terms of Preferential Procurement Regulations, 2022 and Internal SCM Policy. Only the bidder who scores the highest points will be awarded. In the event that two or more bidders are equal in all respects, the award will be decided by the drawing of lots.

9.1.2. Phase 1: ADMINISTRATIVE REQUIREMENTS

The following standard bidding documents (SBDs) must be completed and signed by the duly authorised representative of the prospective bidder(s) and returned together with the bid proposal. During this phase Bidders' responses will be evaluated based on compliance with the listed administrative requirements. Bidders must ensure that all returnable documents are signed and submitted as required:

Completion of standard bidding documents (SBDs).



Standard Bidding Documents (SBDs)	Description	Outcome of non-submission/ non-compliance: Disqualification/non- disqualification	
SBD 1 / ECBD 1	Invitation to Bids	Yes	Fully completed and signed document must be submitted
SBD 3.1 / ECBD 3.1	Pricing Schedule	Yes	Fully completed and signed document must be submitted
SBD 4 / ECBD 4	Bidder's Disclosure	Yes	Fully completed and signed document must be submitted
SBD 6.1 / ECBD 6.1	Preference points claim form in terms of the preferential procurement regulations 2022	No	Non-submission or non-completion may lead to allocation of zero (0) points for Specific Goals

9.1.3. Bidders must be registered on the Central Supplier Database (CSD) and provide its CSD number and tax compliance status PIN as per SBD1 / ECBD1. Visit www.csd.gov.za to complete your registration and obtain your CSD number.

9.1.4. When a Consortium/ joint Venture are involved, each party must be registered on the CSD and must comply with paragraph 9.1.3 above.

9.1.5. Bidders' tax compliance status, including consortium/ join venture will be verified through the CSD or SARS eFiling system. No bid shall be awarded to a bidder whose tax matters are not in order or whose tax status is non-compliant. ECPT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder if it is established that such bidder was in fact non-compliant at the time of the award.

ECPT RESERVES THE RIGHT TO VERIFY ANY INFORMATION PROVIDED BY THE BIDDER AND SHOULD THE INFORMATION PROVIDED BE FOUND TO BE FALSE OR INCORRECT, IT WILL INVALIDATE YOUR BID AND THE REMEDIES PROVIDED FOR IN REGULATION 9 OF THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022 WILL BE APPLIED.

9.2. PHASE 2: SPECIAL CONDITIONS

Bidders must comply with all the requirements listed below:

9.2.1. Bidders must be accredited on the latest SITA RFB740 list of suppliers and must only quote for products and/or brands for which they are accredited in terms of the SITA RFB740 contract. ***ECPT will verify the accreditation status of bidders and eligibility for the products and/or brands quoted.***

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9.2.2. Bidders must have a fully functional office within the Eastern Cape to demonstrate footprint in the province. Bidders must submit proof of the address thereof in the form of:

9.2.2.1. Municipality bill statement in the name of the bidder, OR

9.2.2.2. Valid lease agreement in the name of the bidder, OR

9.2.2.3. Letter from the Ward Councillor/Traditional Authority in the name of the bidder.

ECPT will conduct an in loco inspection to verify that the bidder has a fully functional office in the Eastern Cape.

9.2.3. Bidders must submit a signed Original Equipment Manufacturer (OEM) accreditation letter(s) or certificate(s) for the laptop brand name(s) they are quoting for.

9.2.4. Bidders must fully complete Annexure A (Pricing Schedule).

NOTE: FAILURE TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS WILL RESULT IN DISQUALIFICATION. ECPT RESERVES THE RIGHT TO VERIFY ANY INFORMATION PROVIDED BY THE BIDDER AND SHOULD THE INFORMATION PROVIDED BE FOUND TO BE FALSE OR INCORRECT, IT WILL INVALIDATE YOUR BID.

9.3. Phase 3: Evaluation of points for price and specific goals

In terms of the Preferential Procurement Regulations (PPR) 2022. Pertaining to the Preferential Procurement Policy Framework Act (Act No.5 of 2000), responsive bids will be evaluated using 80/20 preference point system and specific goals. Eighty (80) points will be allocated for the price, and twenty (20) points will be allocated for the specific goals tabulated in the table below:

9.3.1. PRICE AND ALLOCATION OF SPECIFIC GOALS

Preference point system in terms of which points will be allocated to prospective bidders:				80 / 20
Points for Price				80 Points
Points for Specific Goals				20 Points
Specific Goals	Measurements	Points allocated in terms of this bid / price quotation	Points breakdown	Evidence required to substantiate the claimed points:
1. Women owned entities:	100% owned	10	10	Proof of ownership: Shared certificate or Employees share scheme or Share register, Trusts
	60% to 99% owned		5	
	1% to 59% owned		3	
	51% to 100% owned	7	7	



2. Youth owned entities:	1% to 50% owned		3	Copy of the identity document (ID) Proof of ownership: Shared certificate or Employees share scheme or Share register, Trusts
3. Entities owned by people with disabilities.		3	3	Proof of disability /medical certificate from the registered medical doctor. Proof of ownership: Shared certificate or Employees share scheme or Share register, Trusts
Total points for Price and Specific Goals				100

9.3.2. Note: Bidders who wish to claim points for Specific goals MUST:

- (a) Complete the attached SBD 6.1
- (b) 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.
- (c) The organ of state reserves the right to require of a tender, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

9.3.3. Joint Ventures, Consortiums and Trusts

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. ECPT will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

A trust, consortium or joint venture, will qualify for points for their Specific Goals as a legal entity, provided that the entity submits their Joint Venture / Consortiums agreement with documentation specified on the table above.

In the event where a Joint ventures/consortia claim points for specific goals, points will be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting

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the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points.

NB: After careful consideration and thorough evaluation of the bids, ECPT will appoint the highest scoring bidder that meets all the requirements and the evaluation criteria.

10. BID PRICING STRUCTURE

- A pricing schedule **Annexure A** is attached, and the bidder is expected to complete and sign specifications 1,2,3,4 and the consolidation.
- Bidders must quote on the numbered items in Annexure A and indicate the brand name that they have quoted for, pricing for year 2 and 3 will be considered on the basis of the Consumer Price Index (CPI) and any other prevailing conditions in the industry that may occur, together with appropriate proof thereof.
- ECPT will place orders as and when required during the contract period.
- Pricing for all laptops must include all required items in the product description above.
- Price shall be fixed and be inclusive of all deliverables within the scope of work.
- All bid Prices submitted must include all applicable costs, taxes, duties, and levies and must be presented in accordance with the requirements of the Preferential Procurement Regulations of 2022 and the stipulations of the Value Added Tax Act (89 of 1991). Where a bidder is VAT registered, prices must be VAT inclusive. Where the successful bidder is not registered for VAT at the point of award and becomes liable for compulsory VAT registration in terms of the VAT Act as a result of the award of this bid, the bidder shall take all reasonable steps to register for VAT with the South African Revenue Services (SARS) within the prescribed twenty-one (21) days of becoming liable and shall provide proof of such registration to the ECPT. The bidders' price offer at the time of closing this bid shall be deemed to include VAT as per the stipulations of the Act, and therefore the contractually agreed prices will not be allowed to increase except for statutory rate changes. The successful bidder will have to bear its responsibilities with SARS for VAT. No VAT payment will be made to a supplier that quoted VAT and cannot prove its VAT registration at the point of invoicing.



11. POPIA STATEMENT

ECPT will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this BID, the Responsible party is "ECPT", and the Data subject is the "Respondent". ECPT will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

ECPT reserves all the rights afforded by the POPIA in the processing of any of its information as contained in this BID and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning ECPT.

In responding to this bid, ECPT acknowledges that it will obtain and have access to personal information of the Respondent. ECPT agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

ECPT further agrees that in submitting any information or documentation requested in this BID, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by ECPT and/or its authorised appointed third parties.

Furthermore, ECPT will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, ECPT requires the Respondent to process any personal information disclosed by ECPT in the bidding process in the same manner.

ECPT always ensures compliance with any applicable laws put in place and maintains sufficient measures, policies and systems to manage and secure against all forms of risks to

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any information that may be shared or accessed pursuant to this BID (physically, through a computer or any other form of electronic communication).

ECPT shall notify the Respondent in writing of any unauthorized access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crimes. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

The Respondent may, in writing, request ECPT to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that ECPT correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in ECPT's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

In submitting any information or documentation requested in this BID, the Respondent is hereby consenting to the processing of their personal information for the purpose of this BID and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

12. COUNTER CONDITIONS

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

13. NEGOTIATIONS

The Eastern Cape Provincial Treasury (ECPT) reserves the right to negotiate with the recommended bidder before the award of this bid.

14. SUPPLIER DUE DILIGENCE

ECPT 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 or clarification information at any time during the evaluation process.

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15. SUBMISSION OF BIDS

Bid documents may either be posted to Eastern Cape Provincial Treasury, Private Bag X0029, Bhisho, 5605 (preferably registered mail) OR deposited in the tender box situated at ECPT Supply Chain Management Unit, Shop 7, Standard Bank Building, corner of Phalo Avenue and Independence Avenue before the closing date and time.

Bid documents will only be considered if received by ECPT before the closing date and time, regardless of the method used to send or deliver such documents to ECPT.

16. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid document, will not be accepted for consideration and where practicable, be returned unopened to the bidder where we have return address.

17. COMMUNICATION

All communication or correspondence concerning this bid should be directed as follows:

With regard to Technical Enquiries:	With regard to SCM Information
Ms. N. Qina Provincial Treasury Bhisho e-mail:nyameka.qina@ectreasury.gov.za	Ms. L. Garishe Provincial Treasury Bhisho e-mail:lelethu.garishe@ectreasury.gov.za


MR A. REDDY

CHAIRPERSON: BID SPECIFICATION COMMITTEE

01/09/2026

DATE

APPROVED / ~~NOT APPROVED~~


MR D. MAJEKE
HEAD OF DEPARTMENT

16/09/2026

DATE

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ANNEXURE A - PRICING SCHEDULE AS PER SPECIFICATION-1

ITEM NO	DESCRIPTION	QUANTITY	UNIT (EXCL VAT)	PRICE (EXCL VAT)	INDICATE THE BRAND AND PRODUCT MODEL TO BE SUPPLIED
1.	<u>Laptop</u> - Operating System installed: Latest commercially available version of Windows (Currently Windows 11 Pro 64-bit). - Processor: Core Ultra 5 225H - TPM Setting Hardware dTPM2.0 or above: Enabled. - Secure Boot: Enabled. - Firmware-embedded tracking Module - Wireless: Built-in Wi-Fi and Bluetooth - Mobile Broadband: Built-in LTE with sim slot - Storage: 512 GB PCIe NVMe SSD - Internal Memory: 16 GB DDR5 (Upgradeable). - Display: 14" - Built-in Webcam - Ports: (USB Type-C; Type-A; HDMI; combo audio jack; RJ-45) - Power: 65W AC adapter, USB Type-C	1	R		
2.	Cable Lock	1	R		
3.	Black high quality laptop backpack (adequate shoulder grip, strengthened stress points, padded laptop compartment, additional compartment/s).	1	R		
4.	3 Year next business day onsite Warranty (with Onsite ADP)	1	R		
5.	Track & Trace software for 36 months	1	R		
VAT			R		
SUBTOTAL			R		



ANNEXURE A - PRICING SCHEDULE AS PER SPECIFICATION-2					
ITEM NO	DESCRIPTION	QUANTITY	UNIT (EXCL VAT)	PRICE	INDICATE THE BRAND AND PRODUCT MODEL TO BE SUPPLIED
1.	<u>Laptop</u> • Operating System installed: Latest commercially available version of Windows (Currently Windows 11 Pro 64-bit). • Processor: Intel Core Ultra 7 155H • TPM Setting Hardware dTPM2.0 or above: Enabled. • Secure Boot: Enabled • Firmware-embedded tracking Module • Connectivity: Wi-Fi, Bluetooth • Mobile Broadband: Built-in LTE with sim slot • Storage: 1TB PCIe NVMe SSD • Internal Memory: 32 GB DDR5 (Upgradeable) • Display: 16" • Built-in Webcam • Ports: (USB Type-C; Type-A; HDMI; combo audio jack; RJ-45). • Power: 65W AC adapter, USB Type-C	1	R		
2.	Cable Lock	1	R		
3.	Black high quality laptop backpack (adequate shoulder grip, strengthened stress points, padded laptop compartment, additional compartment/s).	1	R		
4.	3 Year next business day onsite Warranty (with Onsite ADP)	1	R		
5.	Track & Trace software for 36 months	1	R		
VAT			R		
SUBTOTAL			R		

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ANNEXURE A - PRICING SCHEDULE AS PER SPECIFICATION- 3					
ITEM NO	DESCRIPTION	QUANTITY	UNIT (EXCL VAT)	PRICE	INDICATE THE BRAND AND PRODUCT MODEL TO BE SUPPLIED
1.	<u>Laptop</u> • Operating System installed: Latest commercially available version of Windows (Currently Windows 11 Pro 64-bit). • Processor: Intel Core Ultra 7 155H • TPM Setting Hardware dTPM2.0 or above: Enabled. • Secure Boot: Enabled • Firmware-embedded tracking Module • Wireless: Built-in WiFi and Bluetooth • Mobile Broadband: Built-in LTE with sim slot • Storage: 1TB PCIe NVMe SSD • Internal Memory: 16 GB DDR5 (Upgradeable) • Display: 16" • Built-in Webcam • Ports: (USB Type-C; Type-A; HDMI; combo audio jack; RJ-45) • Power: 65W AC adapter, USB Type-C	1	R		
2.	Cable Lock	1	R		
3.	Black high quality laptop backpack (adequate shoulder grip, strengthened stress points, padded laptop compartment, additional compartment/s).	1	R		
4.	3 Year next business day onsite Warranty (with Onsite ADP)	1	R		
5.	Track & Trace software for 36 months	1	R		
VAT			R		
SUBTOTAL			R		

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ANNEXURE A - PRICING SCHEDULE AS PER SPECIFICATION-4					
ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE (EXCL VAT)	INDICATE THE BRAND AND MODEL TO BE SUPPLIED	PRODUCT
1.	Laptop • Operating System installed: Latest commercially available version of Windows (Currently Windows 11 Pro 64-bit). • Processor: Intel Core Ultra 7 155H • TPM Setting Hardware dTPM2.0 or above: Enabled. • Secure Boot: Enabled • Firmware-embedded tracking Module • Wireless: Built-in Wi-Fi and Bluetooth • Mobile Broadband: Built-in LTE with sim slot • Storage: 512 GB PCIe NVMe SSD • Internal Memory: 16 GB DDR5 (Upgradeable) • Display: 14" touch screen • Built-in Webcam • Ports: (USB Type-C; Type-A; HDMI; combo audio jack; RJ-45) • Power: 65W AC adapter, USB Type-C • Cable lock • Stylus pen	1	R		
2.	Cable Lock	1	R		
3.	Black high quality laptop backpack (adequate shoulder grip, strengthened stress points, padded laptop compartment, additional compartment/s).	1	R		
4.	3 Year next business day onsite Warranty (with Onsite ADP)	1	R		
5.	Track & Trace software for 36 months	1	R		
VAT			R		
SUBTOTAL			R		

Bidders Name: _____ Date: _____

Signed by: _____ Signature: _____

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ANNEXURE A-PRICING SCHEDULE (Specification 1+Specification 2+Specification 3+Specification 4)

ITEM NO	PRICING DESCRIPTION	TOTAL PRICE
1.	Total Pricing as per Specification 1	R
2.	Total Pricing as per Specification 2	R
3.	Total Pricing as per Specification 3	R
4.	Total Pricing as per Specification 4	R
TOTAL BID PRICE FOR (Specification 1+Specification 2+ Specification 3 + Specification 4)		R

Note: The quantities furnished in this bid document are estimated quantities, and no guarantee can be given regarding the actual quantities that will be ordered or required during the contract period. This is for the purpose of obtaining bid prices for evaluation purposes.

Bidders Name: _____ Date: _____

Signed by: _____ Signature: _____

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