



NSFAS

National Student Financial Aid Scheme

Request for Proposal

BID No: SCMN008/2020

SECTION A

Description: Supply and delivery of laptops to NSFAS students

Full Name of Bidding/Tendering Entity:	
Contact Person:	
Contact Number:	
Contact Email Address:	
Advertisement Date:	4 September 2020
Compulsory Briefing Session Date/Time:	N/A
Closing Date/Time:	21 September at 11h00
Issued by:	National Student Financial Aid Scheme (NSFAS)

Bidder's Authorised Signatory:

Initials and Surname:

Signature:

.....

.....

Please indicate whether it is the original or copy, tick the applicable block					
ORIGINAL		COPY		NUMBER SUBMITTED:	

Glossary

Award	Conclusion of the procurement process and final notification to the successful bidder
B-BBEE	Broad-based Black Economic Empowerment (BBBEE) Act, 2003 (Act No. 53 of 2003) and BBBEE Amended Act, 2013 (Act No. 46 of 2013) and the Codes of Good Practice issued thereunder by the Department of Trade and Industry (DTI)
Bid	Written offer in a prescribed or stipulated form in response to an invitation by NSFAS for the provision of goods, works or services
Contractor	Organization with whom NSFAS will conclude a contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid
Core Team	Team members who fill the non-administrative positions against which the experience will be measured.
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
QSE	Qualifying Small Enterprise
NSFAS	National Student Financial Aid Scheme
GCC	General Conditions of Contract
Original Bid	Original document signed in ink, or Copy of original document signed in ink
Originally certified	To comply with the principle of originally certified, a document must be both stamped and signed in original ink by a commissioner of oaths.
SCM	Supply Chain Management
SLA	Service Level Agreement
TOR	Terms of Reference

Documents in this Bid Document Pack

Bidders are to ensure that they have received all pages 1 to 72 of this document, which consist of the following sections:

SECTION A

Note: Documents in this section must be completed and returned or supplied with bids as prescribed.

- Section A1: SBD1: Invitation to Bid
 - Section A2: Executive Summary and Bid submission conditions and Instructions
 - Section A3: Terms of Reference
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SECTION B

Note: Documents in this section must be completed and returned or supplied with bids as prescribed.

- Section B1: Declaration of Interest (SBD 4)
 - Section B2: National Industrial Participation Programme (SBD 5)
 - Section B3: Preference Points Claim form in terms of the PPPFA 2017 regulations (SBD 6.1)
 - Section B4: Declaration of bidder's past SCM practices (SBD 8)
 - Section B5: Certificate of Independent Bid Determination (SBD 9)
 - Section B6: General Conditions of Contract
 - Section B7: Local content requirements (SBD 6.2) and Annexure C, D and E
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**SECTION A 1
INVITATION TO BID (PART A)**

You are Hereby Invited to Bid for Requirement of the National Student Financial Aid Scheme (NSFAS)					
Bid Number:	SCMN008/2020	Closing date:	21 September 2020	Closing Time	11H00
Description	Supply and delivery of laptops to NSFAS students				
The successful bidder will be required to fill and sign a written contract form (SBD) 7.					

Bid Respond Documents may be Deposited in the Bid Box
Situating at street

NSFAS Building, 1st Floor House Vincent					
10 Brodie Road					
Wynberg					
7700					
Supplier Information					
Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cell phone number					
Facsimile Number	Code		Number		
E-mail Address					
Vat Registration number					
	TCS PIN:		OR	CSD No:	
B-BBEE status level verification [Tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, who was the certificated issued by?					
An Accounting Official as Complemented in the Close Corporation ACT (CCA) and Name the, Applicable in the Tick Box	<input type="checkbox"/>	An Accounting Officer as Contemplated in the Close Corporation Act (CCA)			
	<input type="checkbox"/>	A Verification Agency Accredited by the South African Accreditation System (SANAS)			
	<input type="checkbox"/>	A Registered Auditor			
		Name:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

<p>Are you the accredited representative in South Africa for the goods and services/works offered?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>Are you a foreign based supplier for the goods and services/works offered</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
<p>Signature of Bidders</p> <p>.....</p>	<p>DATE</p>		
<p>Capacity under which this bid is signed (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE)</p>	
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p>NSFAS</p>	<p>CONTACT PERSON</p>	<p>SCM UNIT</p>
<p>CONTACT PERSON</p>	<p>SCM UNIT</p>	<p>TELEPHONE NUMBER</p>	<p>021 763 3200</p>
<p>TELEPHONE NUMBER</p>	<p>021 763 3200</p>	<p>FACSIMILE NUMBER</p>	<p>N/A</p>
<p>FACSIMILE NUMBER</p>	<p>N/A</p>	<p>E-MAIL ADDRESS</p>	<p>scm@nsfas.org.za</p>
<p>E-MAIL ADDRESS</p>	<p>scm@nsfas.org.za</p>		

**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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN

ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIER

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Executive Summary

The National Student Financial Aid Scheme (NSFAS) is a statutory body providing financial aid to eligible students who wish to study at public universities and Technical Vocational Education and Training (TVET) colleges. NSFAS is mandated to manage and distribute funds in accordance with the provisions of the NSFAS Act (Act 56 of 1999).

Fraud and Corruption

All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

Clarifications / Additional information / Rights / Appeals

Clarification

Any clarification required by a bidder regarding the meaning or interpretation of the TOR, or any other aspect concerning the bid, are to be requested in writing by email from scm@nsfas.org.za. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted.

Additional Information

During the evaluation of the bids, information may be requested in writing from bidders, for clarity, however no additional information will be accepted. Replies to such requests must be submitted, within 5 (five) working days from the date of request, or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.

Rights

NSFAS reserves the right to appoint more than one (1) service provider. NSFAS further reserves the right to engage with the short-listed bidders for price negotiation and a site inspection where necessary. NSFAS in addition reserves the right to invite the shortlisted for a presentation as part of the bid process. NSFAS reserves the right to not select the lowest price. In addition, NSFAS reserves the right to consider the performance of bidders in past contracts/services delivered to NSFAS in the determination of the award outcome. NSFAS reserves the right to award the contract in whole or in parts.

Appeals

The unsuccessful bidder (s) has a period of fourteen (14) working days following the date of the letter of regret to formally lodge an appeal. The appeal should include the reasons of the appeal, the way in which the bidder's rights

have been affected, and how the bidder would like the matter to be fixed. All formal appeals should be forwarded to scm@nsfas.org.za

Consent

By responding to this tender, both the entity and its directors provide consent to NSFAS to perform background checks which would include amongst others, the relevant Transunion checks.

Submitting Bids

One (1) original and one (1) hard copy, i.e. two documents must be handed in/delivered to:

The deposit box situated at:
1st Floor, House Vincent
Brodie Road
Wynberg
7801

Tenders must be delivered and deposited into the tender box between 08:30 and 17:00, Mondays to Fridays and, prior to the closing date, and between 08:30 and 11:00 on the closing date.

No faxed or e-mailed bid proposals will be accepted. No USB sticks or CD-ROMs will be accepted. All tenders must be submitted on the official forms.

Bidders are encouraged to submit one (1) original and one (1) copy of their bid proposal. The information in the original file and copy file must be identical. The original and copies will be distributed to the bid evaluation committee and must contain the same information; and must all be neatly marked and professionally presented. All bid documents should be referenced.

Respondents should ensure that tender documents are delivered to NSFAS before the closing date and time to the correct physical address. If the tender document is late, it will not be accepted and will be disregarded.

Any tender submitted shall remain valid, irrevocable and open for written acceptance by NSFAS for a period of 120 (one hundred and twenty) days. A tender submitted shall further be deemed to remain valid after the expiry of the above mentioned 120-day period until formal acceptance by NSFAS, unless NSFAS is notified in writing by the tenderer of anything to the contrary (including any further conditions the tender may introduce). Any further conditions that the tenderer may introduce will be considered at the sole discretion of NSFAS.

Bidders must indicate on the cover of each document whether it is the original or a copy. Copies must be numbered, e.g. Copy 1. Bids should be submitted in a sealed envelope, marked with:

- Bid number (**SCMN008//2020**)
- Closing date and time (**21 September 2020 at 11:00**)
- The name and address of the bidder

Documents submitted on time by bidders shall not be returned.

LATE BIDS

Bids received late will not be considered for evaluation purposes. A bid will be considered late if it arrived even one second after 11:00 am or any time thereafter. The tender (bid) box shall be locked at exactly 11:00 am and bids arriving late will not be considered under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

Bids sent to the NSFAS via courier shall be deemed to be received at the date and time of arrival at the NSFAS premises (tender/bid box or reception). Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late. **Bidders should allow time to access the premises due to security arrangements that need to be observed.**

Response Structure:

The contents of the **BID/TENDER** document must be as follows, and numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider.

Please complete the checklist below to verify your submission of the relevant documents:

Schedules	Description	Submitted (tick box below):	
		Yes	No
Schedule 1	Entity registration documentation		
Schedule 2	Original Valid Tax Clearance Certificate/tax pin		
Schedule 3	BBB-EE Certificate / or BBEE Sworn Affidavit (where applicable) signed and stamped by Commissioner of Oaths		
Schedule 4	National Treasury Central Supplier Database proof of registration		
Schedule 5	Letter from Bank confirming banking details (not older than 3 months from date of closing date of tender)		
Schedule 6	Completed and signed Tender Documents: including the following;		

Schedules	Description	Submitted (tick box below):	
		Yes	No
	SBD 1 SBD 4 SBD 5 SBD 6.1 SDB 6.2 and Annexure C, D and E SBD 8 SBD 9 General Conditions of Contracts (with every page initiated)		
Schedule 7	Detailed Bid proposal in response to bid specification requirements		
Schedule 8	Consent by the entity and its directors to perform the necessary background checks which includes amongst others, the TransUnion checks.		

Contract Negotiations

The successful bidder (s) will be required to enter into a written contract/SLA with NSFAS. Should the awarded bidder fail to sign the SLA within a reasonable timeframe deemed by NSFAS, NSFAS reserves the right to cancel the award/contract and award the tender to the 2nd placed bidder.

The **GENERAL CONDITIONS OF CONTRACT (GCC)** will form the basis of the contract; however, NSFAS reserves its rights to impose additional terms and conditions at its sole discretion. General Conditions of Contract are obtainable from www.nsfas.org.za. The General Conditions of Contract must be accepted.

1. Purpose

The COVID-19 pandemic has created unprecedented challenges for the higher education sector in relation to the mode of learning and teaching. To ensure that the 2020 academic year continues with a minimum level of disruption, a significant number of educational institutions have explored the option of online learning and teaching. To enable and support this imperative and urgent initiative, NSFAS requires suitably experienced service providers with the required capability and geographic presence to supply and deliver laptops to all NSFAS students.

2. Process and Definition of Requirement

- 2.1. The NSFAS requirement is for the supply and delivery of Laptops to NSFAS students. The laptop should be to the specification as described in paragraph 4.2.5 which includes a charger and a carry case / carry bag. (The set to be procured must be an all-inclusive set from a service provider and not as individual items).
- 2.2. NSFAS will facilitate the tender process and appoint the service provider(s). This tender serves as a central contract from which educational institutions will procure (issue orders) the requisite laptops directly from the appointed service provider (s).
- 2.3. Upon appointment of the service provider (s) by NSFAS, a service level agreement will be entered between NSFAS and the service provider (s).
- 2.4. Upon the signature of the SLA, NSFAS will conclude a memorandum of agreement (MOA) between all educational institutions and NSFAS which will outline the process of the procurement arrangement. This will include, amongst others, the details of the transversal tender, which includes the appointed service provider (s), the agreed pricing of the laptops, and the process for ordering, delivery, payment and asset management arrangement at the educational institution.
- 2.5. Upon the signature of the MOA, the educational institution will send a listing of all NSFAS students that require laptops to NSFAS for vetting. The listing should include the full name, address, student ID number and ID number of the NSFAS student. Upon successful vetting of the listing as provided by the educational institution, NSFAS will provide the approval for the educational institutions to commence the order process directly with the appointed service provider (s).
- 2.6. The educational institution shall upon receipt of NSFAS approval, issue a purchase order (PO) together with the NSFAS student details (full name, ID number and address). This PO will also include any learning software that is required to be pre-loaded on the laptops directly with the appointed service provider (s).
- 2.7. The educational institution will be responsible for the payment of the purchase orders generated under this transversal contract.
- 2.8. The appointed service provider (s) must deliver the laptops (including any pre-loaded software) directly to the NSFAS students.
- 2.9. Upon confirmation of the delivery of the laptops by the NSFAS students, and the checks performed by the educational institution in this regard, the educational institution will send a remittance batch (invoice,

delivery note and purchase order) to NSFAS for funding thereof, following which the NSFAS will transfer the rand value equivalent to the educational institution for payment to the service provider (s).

Background

- 3.1 NSFAS is a statutory body funded primarily by the Department of Higher Education and Training. NSFAS provides bursaries to eligible students who wish to study at the 26 public universities and 50 Technical and Vocational Education and Training (TVETs) colleges.
- 3.2 The COVID-19 pandemic has created a significant amount of uncertainty as to when students will be able to return to Universities and TVET colleges. The Minister of Higher Education, Science and Innovation has briefed the media as to the planned phased approach of the return of students to institutions; however this plan is dependent on the spread of the COVID-19 infection rate and the resultant lockdown levels enforced by the President of the Republic of South Africa.
- 3.3 Accordingly, educational institutions in the interim have adapted to the mode of online teaching to ensure that the 2020 academic year has minimal disruption. To ensure that all students can access the online teaching mechanism, NSFAS aims to assist so as to ensure that students are supplied with an appropriate electronic device in the form of a laptop.
- 3.4 The maximum estimated number of NSFAS students that may require a laptop is as follows: Please Note: The numbers reflected below does not guarantee off-takes, as Universities and TVET Colleges will determine the final numbers of students who are eligible for a learning device.

Educational Institution type	Maximum number of NSFAS students
26 Universities	430,000
50 TVET colleges	300,000
Total	730,000

Evaluation Process

Phase 1: Pre-qualification criteria	Phase 2: Administration and Mandatory Requirements	Phase 3: Functionality	Phase 4: Price and BBBEE
Bidders must have a minimum B-	All bids must comply with the mandatory	Bidders are required to achieve the minimum	The 90/10 Preference Point System will be

<p>BBEE status level of contributor of 1 or 2</p>	<p>requirements and failure to comply with any of these requirements will immediately disqualify the bid. The bidder must clearly mark in the table below where in the proposal the supporting evidence is included.</p>	<p>score of 80% for project plan and scalability, capability and delivery timeframe in order to progress to be evaluated for the Price and B-BBEE.</p> <p>Only bidders who passed the mandatory requirements and the evaluation criteria will proceed to evaluation stage for Price and B-BBEE.</p>	<p>used to calculate the points</p>
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4.1 PHASE 1: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

Bidders must have a B-BBEE status level of contributor of 1 to 2. Failure to comply with this pre-qualification criteria will disqualify the bid from further evaluation. Note that B-BBEE certificates issued by accountants are no longer valid, and thus will not be accepted in accordance with the PPPFA 2017 regulations.

4.2 PHASE 2: ADMINISTRATIVE AND MANDATORY REQUIREMENTS

All bids must comply with the mandatory requirements below. Failure to comply with any of these requirements will immediately disqualify the bid. The bidder should clearly mark the in the table below where in the proposal the supporting evidence is included.

No.	Mandatory requirement	Complied (Y/N)	Page reference per bidder proposal
4.2.1 National Presence			
(i)	The bidder must indicate which province they intend to supply and deliver the laptops to, as and when required by the educational institutions. The bidder can indicate one (1) province and/or up to all nine (9) provinces.		
	Eastern Cape		
	Western Cape		
	Northern Cape		
	Gauteng		

No.	Mandatory requirement	Complied (Y/N)	Page reference per bidder proposal
	Kwa-Zulu Natal		
	Limpopo		
	North-West		
	Mpumalanga		
	Free State		
4.2.2. Certification/accreditation			
(i)	<p>The bidder must be certified as a preferred partner or accredited agent by the manufacturer (In the event that the bidder is not the manufacturer). The evidence of certification / accreditation (valid at the time of bid closure and appointment) must be submitted with the bid proposal. In the event that the certification/accreditation expires, after the closing date of the tender but before the contract expiry, NSFAS will reserve the right to request an updated certification/accreditation from the service provider.</p>		
4.2.3 Company experience			
(i)	<p>The bidder must provide reference letter (s), on the <u>letterhead</u> of previous clients, where they have supplied and delivered <u>laptops</u> to organisations in the past five (5) years.</p> <p>The accumulative total of <u>laptops</u> previously supplied and delivered to previous clients in the reference letter (s) on the letterhead of the previous clients, must equate to 5,000 or more.</p> <p><u>Guidance:</u></p> <p>These reference letter (s) must be clear and specific whereby it clearly indicates that the bidder supplied and delivered the laptops to the previous clients. If the supply and delivery is ongoing, it must clearly indicate the quantity supplied and delivered at the date of the reference letter.</p>		

No.	Mandatory requirement	Complied (Y/N)	Page reference per bidder proposal
	<p>The reference letter (s) must clearly indicate laptops. It must not refer to devices, digital devices, tablets, laptops/desktops, computer equipment, units, peripherals or any similar terminology. It must be clear of the quantum of laptops previously supplied and delivered to previous clients.</p> <p>Any reference letters submitted in the name of the sub-contracting party will not be accepted.</p> <p>Appointment letters and purchase orders submitted will not be accepted.</p> <p>Reference letters not on a letterhead of the previous client (s) will not be accepted.</p> <p>Note that NSFAS reserves the right to contact these references.</p>		
4.2.4 Sub-contracting			
(i)	<p>The bidder must sub-contract at least 30% of the contract to either:</p> <ul style="list-style-type: none"> - Exempted Micro Enterprise (EME) which is at least 51% owned by black people - Qualifying Small Enterprise (QSE) which is at least 51% owned by black people <p>The bidder's proposal must clearly indicate the sub-contracting party details together with the <u>sub-contracted parties valid B-BBEE certificate or affidavit.</u></p> <p>Note that B-BBEE certificates issued by accountants are no longer valid, and thus will not be accepted in accordance with the PPPFA 2017 regulations.</p> <p>To obtain the list of possible sub-contractors registered on the National Treasury Central Supplier Database to provide the required goods, the bidder must perform the following:</p> <p>Step 1: Login to the National Treasury Central Supplier Database.</p> <p>Step 2: Click on the search button and select the sub-contractor search option.</p>		

No.	Mandatory requirement	Complied (Y/N)	Page reference per bidder proposal																
	<p>Step 3: Enter the following procurement reference number (<u>SCMN008/2020</u>) and click search. The listing will then be displayed.</p> <p>The above requirement is in accordance with Regulation 9 of the Preferential Procurement Regulations, 2017</p> <p>Note that the agreement will be between NSFAS and the main contracting party.</p> <p>NSFAS reserves the right to request from the successful bidder (s) the sub-contracting agreement between the main bidder and the sub-contractor (s), and to audit the compliance thereof.</p>																		
4.2.5 Device specification																			
(i)	<p>The bidder must submit a proposal that meets the requirements as listed in table1 below. The bidder's proposal for the laptop must clearly indicate the below specifications.</p> <p>Table 1</p> <table border="1" data-bbox="266 1268 1037 1896"> <thead> <tr> <th data-bbox="266 1268 508 1331">Laptop feature</th> <th data-bbox="508 1268 1037 1331">Minimum recommended</th> </tr> </thead> <tbody> <tr> <td data-bbox="266 1331 508 1394"></td> <td data-bbox="508 1331 1037 1394"></td> </tr> <tr> <td data-bbox="266 1394 508 1509">Processor</td> <td data-bbox="508 1394 1037 1509">Dual core</td> </tr> <tr> <td data-bbox="266 1509 508 1617">Memory</td> <td data-bbox="508 1509 1037 1617">4GB RAM</td> </tr> <tr> <td data-bbox="266 1617 508 1680">Hard disk</td> <td data-bbox="508 1617 1037 1680">500GB</td> </tr> <tr> <td data-bbox="266 1680 508 1745">Video ram</td> <td data-bbox="508 1680 1037 1745">512MB</td> </tr> <tr> <td data-bbox="266 1745 508 1839">Operating system</td> <td data-bbox="508 1745 1037 1839">Windows 10 Professional National Academic (pre-installed)</td> </tr> <tr> <td data-bbox="266 1839 508 1896">USB ports</td> <td data-bbox="508 1839 1037 1896">2 or more</td> </tr> </tbody> </table>	Laptop feature	Minimum recommended			Processor	Dual core	Memory	4GB RAM	Hard disk	500GB	Video ram	512MB	Operating system	Windows 10 Professional National Academic (pre-installed)	USB ports	2 or more		
Laptop feature	Minimum recommended																		
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Memory	4GB RAM																		
Hard disk	500GB																		
Video ram	512MB																		
Operating system	Windows 10 Professional National Academic (pre-installed)																		
USB ports	2 or more																		

No.	Mandatory requirement		Complied (Y/N)	Page reference per bidder proposal
	Asset assignment and reporting	<p><u>Asset assignment and reporting:</u></p> <ul style="list-style-type: none"> a) Service to follow audit and asset audit compliance specifications. b) Asset tracking technology to be activated at factory on computer device. 		
	Carry Case/Laptop Bag	<p>100% Locally produced as per Department of Trade and Industry (DTI) designation.</p> <p>Bidders must contact the DTI for further guidance on local production and content requirements for the clothing, textile, footwear and leather sector and to request authorisation for the bidder to import any raw material or input on Mrs. Patricia Khumalo (Khumalop@thedtic.gov.za) or 012-3941390, 0648807273.</p> <p>The bidder must submit the authorisation letter referred to above with their bid at the closing date and time of the bid.</p> <p>The bidder must receive authorisation from the DTI to import certain raw materials, and the bidder must still complete the SBD 6.2 form and Annexure C clearly indicating the 100% local content percentage of the laptop bags.</p> <p>The bidder must submit following as part of their bid proposal:</p> <ul style="list-style-type: none"> 1) The authorisation letter from the DTI to import raw materials 2) Complete the SBD 6.2 form in full and must be signed indicating the laptop bag is 100% locally manufactured. 3) Annexure C must be completed in full and it must be signed indicating the laptop bag is 100% locally manufactured. 		

No.	Mandatory requirement		Complied (Y/N)	Page reference per bidder proposal
		Failure to submit all 3 forms as above will result in the bid proposal being disqualified.		
	Software	Microsoft Shape The Future Windows 10 National Academic (preinstalled)		
	Warranty and related service desk support	2 years, on-site support within 48 hours. The on-site support includes both virtual support and campus-based support. This must be clearly specified in the bid proposal.		
(ii)	Laptop charger: Only the OEM supplied charger will be acceptable			
4.2.6 Solvency and liquidity requirement				
(i)	<p>The bidder must be liquid (current assets must exceed current liabilities) AND solvent (total assets must exceed its total liabilities). To demonstrate the bidder's liquidity and solvency status, the bidder must submit any of the following:</p> <ul style="list-style-type: none"> (i) The most recent set of annual financial statements, with evidence of review by an accountant (ii) The most recent set of audited annual financial statements (iii) The most recent set of management accounts, with evidence of review by an accountant. (The management accounts must state at a minimum the total assets, the total liabilities, the current assets, the current liabilities). <p>Note that NSFAS reserves the right to assess the liquidity and solvency status of the bidder and should the outcome of this assessment be unfavourable, NSFAS may disqualify the bidder.</p>			

4.3 PHASE 3: FUNCTIONALITY CRITERIA

- 4.3.1 Only bidders that complied with all Pre-Qualification Criteria (Phase 1) and all the Mandatory requirements (Phase 2) will be evaluated on Functionality (Phase 3).
- 4.3.2 Bidders will be evaluated on their project plan and scalability, capability & delivery timeframes. Bidders are required to achieve a minimum score of 80% for project plan and scalability, capability and delivery timeframe in order to progress to be evaluated for the Price and B-BBEE.

Element	Weight
Project plan and scalability	30%
Capability	30%
Delivery timeframe	40%
TOTAL	100%

- 4.3.3 Bidders need to score a minimum of 80% for functionality. Bidders who score less than 80% minimum for functionality will not be considered for the evaluation in Phase 4 (Price and B-BBEE).
- 4.3.4 Bids will be evaluated in accordance with the following functionality criteria:

Project plan and scalability	Weight	Points available	Bidder scoring	Points scored
<p>The bidder must submit as part of their bid proposal a detailed project plan for the implementation of this project</p> <p>The plan must demonstrate the ability of the service provider to scale, indicating its ability to source and deliver the required laptops within specified time periods.</p> <p>An indication of scale would be the ability to source and deliver 5 000 laptops to the NSFAS students within 3 calendar weeks at a time, noting that the full quantity ordered by the educational institution needs to be delivered to the NSFAS students by 31 January 2021.</p>	30	<p>Detailed project plan with an indication of ability to source and deliver up to 5,000 laptops within 3 calendar weeks at a time = 15</p>		
<p>Detailed project plan with an indication of ability to source and deliver more than 5,000 within 3 calendar weeks at a time = 30</p>				

Capability	Weight	Points available	Bidder scoring	Points scored
The bidder must clearly indicate in their proposal the number of laptops it has the capacity to source and deliver to the NSFAS students.	30	Capacity to source and deliver 5,000 laptops or less to the NSFAS students= 10		
		Capacity to source and deliver more than 5,000 but less than 10,000 laptops to the NSFAS students= 20		
		Capacity to source and deliver more than 10,000 laptops to the NSFAS students= 30		
Delivery timeframe	Weight	Points available	Bidder scoring	Points scored
<p>The expected time of delivery (ETA) (i.e. the timeframe between the actual placement of the order by the educational institution and the delivery of the laptops to the NSFAS students) must be 12 calendar weeks or less from date of the educational institution issuing the purchase order.</p> <p>The ETA must be included in the proposal of the bidder.</p> <p>Note that the orders will be placed by each educational institution according to their needs.</p>	40	ETA of 12 calendar weeks or more = 20		
		ETA of between 8 and 12 calendar weeks = 30		
		ETA of less than 8 calendar weeks = 40		
Percentage scored by bidder for evaluation criteria: Functionality (project plan and scalability, capability and delivery timeframe):				

4.4 PHASE 4: PRICE & BBBEE

4.4.1 PRICING REQUIREMENT

4.4.1.1 Only bidders that passed the 80% functionality score in Phase 3 will be evaluated in Phase 4 (Price & B-BBEE)

4.4.1.2 The pricing must be inclusive of all costs. Note the price evaluation will be performed on a simulated volume of one (1) laptop, as the actual quantities required will be determined by the institutions, noting that the bidder must invoice the institution at the agreed rate as included in the pricing schedule for all orders received.

Quantity	DESCRIPTION	UNIT PRICE in ZAR (VAT INCLUDED)
1	<p>4GB RAM LAPTOP: 2-year warranty</p> <p>One laptop which meets the minimum technical specifications as highlighted in section 4.2.5 (table 1) of this tender document.</p> <p>Price to be inclusive of:</p> <ol style="list-style-type: none"> 1. Delivery to the NSFAS student (this must not be costed separately) 2. Microsoft shape the future Windows 10 National Academic (pre-installed) (the eligibility letter from Microsoft will be shared with the successful service provider (s); 3. OEM Charger; 4. Laptop bag; <p>Please document the Laptop brand name in the quote.</p>	R
Optional pricing-note that this will not form part of the bid evaluation.		
1	Insurance cover for 1 laptop per month (note that this cost is optional and will not form part of the evaluation process and tender award).	R

4.4.2. PREFERENCE POINT SYSTEM

4.4.2.1 All proposals that will achieve the minimum qualifying score (acceptable tenders) will be evaluated further in terms of the preference point system as follows: The 90/10 points system will be applied as the estimated value of the tender award exceeds R50m. A maximum of 90 points is allocated for price on the following basis:

90/10 system:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of proposal under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable proposal

4.4.2.2 The following table to be used to calculate the points for BBBEE:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

4.4.2.3 The points for price and B-BBEE will be added together to determine the total points achieved.

5. General Bid Requirements

The bidder must take note of the following requirements:

- 5.1 Upon award of the tender, the bidder will be required to enter and sign a service level agreement with NSFAS within five (5) days of receipt of the letter of award.
- 5.2 Delivery of the requisite laptops to the NSFAS student within the agreed ETA, upon receipt of a formal purchase order from the educational institution.
- 5.3 Issue a valid tax invoice with the accompanying delivery note to the educational institution for payment of the requisite laptops.
- 5.4 Acknowledge that the funding for the payment for the requisite laptops will be from NSFAS. Upon the receipt of the valid tax invoice by the educational institution and the conclusion of their reconciliation process, a remittance will be sent to NSFAS for funding which is equivalent to the rand value of the

requisite laptops ordered, and successfully delivered by the service provider. Following the receipt of the funding by the educational institutions from NSFAS, the educational institutions will pay the service provider the outstanding invoice.

- 5.5 The bidder must submit as part of their bid proposal a detailed project plan for the implementation of this project which indicates the scalability and capacity of the service provider to source and delivery the laptops within the requisite timeframes.
- 5.6 All pricing must include the delivery of the laptop to the student directly. The student must sign the delivery note as confirmation of receipt and that the laptop is in a working condition. Should the student identify any defaults within the first seven (7) days of receipt of the laptop, the service provider must provide a replacement laptop within five (5) days to the student.
- 5.7 All laptops that are lost, damaged or stolen prior to and during the delivery thereof to the student is for the account of the service provider and must be replaced as such within a two (2) week period.
- 5.8 All laptops must be pre-installed with Microsoft Shape The Future Windows 10 National Academic.
- 5.9 Delivery of laptops must provide for the inclusion of configuration and support information, including the educational institutions learning platform supplied by the relevant educational institution as part of the delivery of each laptop to each student. Delivery times and costs must take this into account and no additional costs in this regard will be entertained.
- 5.10 The insurance for each laptop must be costed, however will not form part of the evaluation process and tender award, as this will be for the NSFAS Students account, should they opt to elect it. However, forms must be supplied to students so that they can opt to sign up for insurance should they wish to have insurance cover.
- 5.11 NSFAS reserves the right to appoint more than one (1) service provider.
- 5.12 NSFAS reserves the right to negotiate with the shortlisted bidder (s) in order to obtain an agreed price range. The number of proposed bidders will depend on the risk of delivering the total number of laptops.
- 5.13 The laptop orders to the successful service provider (s) will be placed by the educational institution and there is no guarantee of orders being placed with every successful service provider (s).
- 5.14 The Price and BBB-EE scoring (90/10 points system) of the successful service provider (s) will be used to determine the proportionate allocation of laptops awarded to them. As an example, the highest scoring service provider may be awarded higher quantities than the second, third and so forth.
- 5.15 Note that NSFAS reserves the right to assess the liquidity and solvency status of the bidder and should the outcome of this assessment be unfavourable, NSFAS may disqualify the bidder.
- 5.16 NSFAS reserves the right to conduct a due diligence, including related parties on the shortlisted bidder (s) and should the outcome thereof be unfavourable, NSFAS may disqualify the bid.

6. Contract Period

The initial contract period will be for the 2020 academic year (including any extension of the academic year) for University and TVET College students. The initial contract period can be renewed for a further two (2) years if required by NSFAS.

The warranty is for two (2) years. The student must be made aware of the conditions of the warranty and is provided with the necessary contact information.

1. Declaration of Interest

This declaration will be used by institutions to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder, or any of its directors have:

- A. abused the NSFAS's supply chain management system;
- B. committed fraud or any other improper conduct in relation to such system; or
- C. failed to perform on any previous contract.

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

The following particulars must be furnished:

2.1	Full Name of bidder or his or her representative:
2.2	Identity Number:
2.3	Position occupied in the Company (director, trustee, shareholder ² , member):
2.4	Registration number of the company, enterprise, close corporation, partnership agreement or trust:
2.5	Tax Reference Number:

2.6		VAT Registration Number:	
2.6.1	The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PESAL numbers must be indicated in paragraph 3 below.		
2.7	Are you or any person connected with the bidder presently employed by the state?		
	Yes	No	
2.7.2.1	If yes, furnish the following particulars:		
	Name of person / director / trustee / shareholder/ member:		
	Name of state institution at which you or the person connected to the bidder is employed:		
	Position occupied in the state institution:		

“State” means

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

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise

	Any other particulars:	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	
	Yes	No
2.7.2.1	If yes, did you attach proof of such authority to the bid document?	
	Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
	Yes	No
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	
	Yes	No
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	
	Yes	No
2.9.1	If so, furnish particulars:	
2.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	
	Yes	No
2.10.1	If so, furnish particulars:	

2.11	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?		
	Yes	No	
2.11.1	If so, furnish particulars:		

Full details of directors / trustees / members / shareholders.

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

Declaration

I, the undersigned (NAME).....

Certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me should this declaration prove to be false.

Signature

Date

.....

.....

Position

Name of bidder

.....

.....

This document must be signed and submitted together with your bid

SBD 5

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Declaration of bidder's past Supply Chain Management practices

SBD 8

This declaration will be used by institutions to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder, or any of its directors have -

- (a) abused the institution's supply chain management system;
- (b) committed fraud or any other improper conduct in relation to such system; or
- (c) failed to perform on any previous contract.

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

The following particulars must be furnished:

1.1.	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (http://www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	
	Yes	No
1.2.	If so, furnish particulars:	
1.3.	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (http://www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	
	Yes	No
1.4.	If so, furnish particulars:	

1.5.	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
	Yes	No	
1.6.	If so, furnish particulars:		
1.7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
	Yes	No	
1.8.	If so, furnish particulars:		

Declaration

I, the undersigned (NAME).....

Certify that the information furnished on the declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature

Date

.....

.....

Position

Name of bidder

.....

.....

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid in response to the invitation for the bid made by:
NSFAS

(Name of Institution)

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read, and I understand the contents of this Certificate;
- 6.1. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 6.2. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 6.3. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 6.4. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 6.4.1.1.1. has been requested to submit a bid in response to this bid invitation;
 - 6.4.1.1.2. could potentially submit a bid in response to this bid invitation, based on their qualifications,
 - 6.4.1.1.3. Abilities or experience;
- 6.10. Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6.11. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

6.12. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

6.13. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

6.14. 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.

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

Signature

.....

Date

.....

Position

.....

Name of bidder

.....

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to all bid:

- the 90/10 system for requirements with a Rand value exceeding R50 000 000 (all applicable taxes included); and

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 Preference point system shall be applicable.

Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING- MUST SUB-CONTRACT 30%

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p>
--

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
____LAPTOP BAG____	__100%
_____	_____%
_____	_____%

**3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annexe C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the
 following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

<i>(C1)</i>	Tender No.							Note: VAT to be excluded from all calculations	
<i>(C2)</i>	Tender description:								
<i>(C3)</i>	Designated product(s)								
<i>(C4)</i>	Tender Authority:								
<i>(C5)</i>	Tendering Entity name:								
<i>(C6)</i>	Tender Exchange Rate:	Pula <input style="width: 50px;" type="text"/>	EU <input style="width: 50px;" type="text"/>	GBP <input style="width: 50px;" type="text"/>					
<i>(C7)</i>	Specified local content %								

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
		<i>(C10)</i>	<i>(C11)</i>	<i>(C12)</i>	<i>(C13)</i>	<i>(C14)</i>	<i>(C15)</i>	<i>(C16)</i>	<i>(C17)</i>	<i>(C18)</i>	<i>(C19)</i>

Signature of tenderer from Annex B		(C20)	Total tender value	R 0	
		(C21)	Total Exempt imported content	R 0	
		(C22)	Total Tender value net of exempt imported content	R 0	
		(C23)	Total Imported content	R 0	
		(C24)	Total local content	R 0	
Date: _____		(C25)	Average local content % of tender		

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.										Note: VAT to be excluded from all calculations
(D2)	Tender description:										
(D3)	Designated Products:										
(D4)	Tender Authority:										
(D5)	Tendering Entity name:										
(D6)	Tender Exchange Rate:	Pula		EU	R 9.00	GBP	R 12.00				

A. Exempted imported content

Calculation of imported content

Summary

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

Summary

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content

Summary

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date:

This total must correspond with Annex C - C 23

SATS 1286.2011				
Annex E				
Local Content Declaration - Supporting Schedule to Annex C				
(E1)	Tender No.		Note: VAT to be excluded from all calculations	
(E2)	Tender description:			
(E3)	Designated products:			
(E4)	Tender Authority:			
(E5)	Tendering Entity name:			
	Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
		(E6)	(E7)	(E8)
		(E9) Total local products (Goods, Services and Works)		R 0
(E10)	Manpower costs	(Tenderer's manpower cost)		R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		R 0
			(E13) Total local content	R 0
			This total must correspond with Annex C - C24	
Signature of tenderer from Annex B				
Date:				

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
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4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
9. Packing
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11. Insurance
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15. Warranty
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25. Force Majeure
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27. Settlement of disputes
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31. Notices
32. Taxes and duties

33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

2. Application

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

3 General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor

shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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 supplier's 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 fulfilment 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to

complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti- dumping and countervailing duties and rights

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

may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or 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
- 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.