INKOMATI-USUTHU
CATCHMENT MANAGEMENT AGENCY

BID DOCUMENT

BID NUMBER	**IUCMA/004/LAPTOPS/2026**
BID DESCRIPTION	**SUPPLY AND DELIVERY OF LAPTOPS AND MONITORS (INCLUDING ACCESSORIES)**
CLOSING DATE AND TIME	**21 JANUARY 2027 11H00AM**
BID RESPONSE SUBMISSION ADDRESS	**IUCMA OFFICES, 2ND FLOOR, ABSA SQUARE BUILDING 20 PAUL KRUGER STREET MBOMBELA 1200**
VALIDITY PERIOD	**120 DAYS**

BIDDER TO COMPLETE	
NAME OF BIDDER	
TRADING AS (if different from above)	
CSD NO	**MAAA**
Total Price (incl VAT)	**R……..**

Sealed bid document must be deposited in the official **Bid Box** provided at the **IUCMA Offices, 2nd Floor, ABSA Square Building, 20 Paul Kruger Street, Mbombela** by no later than **11h00** on **21 January 2027** where bids will be opened in public. Please be advised that the name, address and contact details should be written at the back of the envelope.

DETAILS OF THE BIDDER

Name of Bidder	
Postal Address	
Street Address	
Company Registration Number	
Telephone Number	
Cellphone Number	
Contact Person's Name	
E-mail Address	

RECOMMENDED TENDER DOCUMENT BINDING

1.1. Importance of Tender Document Binding:

- First impression of your business to the recipient/evaluators.
- Documents are easily processed, cared for, accessible, stored, not easily tear and be misplaced.
- To be able to find context without difficulty.

1.2. Recommended Tender Document binding:

- Do not submit your tender in separate loose pages and put them together with a rubber band, even if they are put in an envelope, to avoid being misplaced.
- Bind/file big tender documents separately according to their evaluation criteria rather than forcing all pages into one file for easy processing.
- Put your tender in a sealed envelope. If not practical because of volumes, pack files in a box, seal and label them accordingly.

1.3. Types of Tender Binding allowed:

- **Tape binding**

Tape binding is the most recommendable binder for your tenders to ensure safety, avoid tempering, pages not missing and easy accessibility for different evaluators. However, the files must be separated according to their evaluation criteria to avoid thick files for easy processing. The recommended thickness of each file is about 3cm.



- **Spiral (Comb) Binding**



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INKOMATI-USUTHU
CATCHMENT MANAGEMENT AGENCY

SECTION A – BID INVITATION, SPECIAL CONDITIONS OF CONTRACT, AND GENERAL CONDITIONS OF CONTRACT

1. BID NOTICE & INVITATION TO BID

BID NO. IUCMA/004/LAPTOPS/2026 **CLOSING DATE: 21 JANUARY 2027**

The Inkomati-Usuthu Catchment Management Agency (IUCMA) is a body corporate established in terms of section 78 (1) of the National Water Act 36 of 1998, as amended (the Act). The IUCMA is listed in Schedule 3A of the Public Finance Management Act 1 of 1999 (PFMA) as a National8Public Entity and is as such required to manage its resources in compliance with the PFMA as amended.

Bids are hereby invited from qualified, competent, and capable bidders to render the following services:

SUPPLY AND DELIVERY OF LAPTOPS AND MONITORS (INCLUDING ACCESSORIES) TO THE IUCMA

Documents can only be obtained in electronic format, issued by the IUCMA. Documentation can be downloaded from the IUCMA website: www.iucma.co.za/opportunities/tenders/ or the E-tender portal: https://www.etenders.gov.za. The entire document should be printed (on A4 paper) and suitably bound by the bidder.

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on an 80/20 points scoring system. Preference points will be awarded based on specific goals. Bids shall remain valid for a period of **120 days** from the date of closing. The IUCMA reserves the right to accept all, part, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of a bid must be sealed and endorsed **"BID NO. IUCMA/004/LAPTOPS/2026 – SUPPLY AND DELIVERY OF LAPTOPS AND MONITORS (INCLUDING ACCESSORIES) TO THE IUCMA."** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided at the **IUCMA Offices, 2nd Floor, ABSA Square Building, 20 Paul Kruger Street, Mbombela** before **11:00** on the closing date. Late tenders or tenders received by way of facsimile or e-mail will under no circumstances be considered.

For technical enquiries contact Mr. Lington Skhosana at 082 765 3301 or skhosanal@iucma.co.za and for SCM enquiries contact Supply Chain Management at scmenquiries@iucma.co.za during office hours (Monday to Friday) 07:30 to 16:00.

Only prospective suppliers who are registered on the National Treasury Supplier database are eligible to bid. To register on the CSD log onto www.csd.gov.za

Mr M Mongane
Chief Executive Officer

PART A **INVITATION TO BID** **SBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE IUCMA					
BID NUMBER:	**IUCMA/004/LAPTOPS/2026**	CLOSING DATE:	**21 JANUARY 2027**	CLOSING TIME:	**11:00AM**
DESCRIPTION	**SUPPLY AND DELIVERY OF LAPTOPS AND MONITORS (INCLUDING ACCESSORIES) TO THE IUCMA**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
IUCMA OFFICES, 2ND FLOOR, ABSA SQUARE BUILDING, 20 PAUL KRUGER STREET, MBOMBELA, 1200 (DURING OFFICE HOURS BETWEEN 07H30 TO 16H00)					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Supply Chain Management**	CONTACT PERSON	**Mr LINGTON SKHOSANA**
TELEPHONE NUMBER	**013 753 9000**	TELEPHONE NUMBER	**082 765 3301**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**scmenquiries@iucma.co.za**	E-MAIL ADDRESS	**skhosanal@iucma.co.za**

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS (Not *applicable to South African suppliers*)

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B **SBD1**

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, GENERAL CONDITIONS OF CONTRACT (GCC), AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A SERVICE-LEVEL AGREEMENT.**
1.5. THE BOX IS GENERALLY OPEN DURING OFFICE HOURS: 07:30 – 16:00 MONDAYS TO FRIDAYS.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: **……**

CAPACITY UNDER WHICH THIS BID IS SIGNED: **……**
(Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

DATE: **……**

2. AUTHORITY TO SIGN A BID

BID NO: IUCMA/004/LAPTOPS/2026

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader

Name: _____

Registration Number: _____

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc. RESOLVED that _____

_____, in his/her capacity as, _____

is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to the webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.
(sole member still must sign this resolution)

Signature of members:

No	Name	Signature	Date
1.			
2.			
3.			
4.			
5.			

Specimen signature of the appointed Signatory: _____
(Please sign)

Failure to complete, sign, and date the above certificate or provide the certificate(s) in the form of a resolution shall result in the tender being considered non-responsive and rejected.

3. DECLARATION OF POPI ACT

THE BIDDER WILL BE DISQUALIFIED IF THE FORM IS NOT FULLY COMPLETED AND SIGNED

PERMISSION BY BIDDER:

On behalf of Company/Close Corporation/Trust/Joint Venture/Consortium/Juristic Person/Partnership

_____(Name of bidder)

I, Mr/Ms _____ (duly authorised), hereby grant permission, in terms of the Protection of Personal Information Act, 2013 (Act 4 of 2013), POPI Act, to the Inkomati-Usuthu Catchment Management Agency, to utilise all information contained in the tender documents submitted to the Inkomati-Usuthu Catchment Management Agency, for purposes of procurement.

Capacity: _____

Signed: _____

Date: _____

4. SPECIAL REQUIREMENTS AND CONDITIONS OF THE CONTRACT

1. Definitions

1.1. The word “Bidder/Tenderer” in these conditions shall mean and include any firm of contractors, suppliers, service providers, or any company or body incorporated or unincorporated.

2. Legislative and Regulatory Framework

2.1. This bid and all contracts will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999), Preferential Procurement Policy Framework Act (PPPFA), IUCMA SCM policy and any other applicable legislation. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are against the General Conditions of Contract, the Special Conditions of Contract take precedence.

3. Submission of Bids

3.1. Sealed bids, with the bid number, description, bid closing date and time, and name and address of the bidder clearly endorsed on the envelope and must be deposited in the bid box on or before the closing date and time of the bid.

3.2. The bidder(s) are required to submit one (1) original copy of the bid document.

3.3. The bid box is at **IUCMA Offices, 2nd Floor, ABSA Square Building, 20 Paul Kruger Street, Mbombela.**

3.4. All literature must be securely attached to the bid. The entity shall not be held liable for any loss or damages sustained due to the service provider’s failure to comply with this condition.

3.5. If a courier service company is being used for the delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed/deposited into the bid box. The IUCMA will not be held responsible for any bid document which is not timeously delivered, mislaid, or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic, or faxed tenders will not be accepted.

Failure to adhere to this condition will render your submission non-responsive.

4. Bid Responses

4.1. Changes to the bidder’s submission will not be allowed after the closing date of the tender. All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

5. Completion of Tender Documents

5.1. The original tender document must be completed fully in **handwriting** and in a non-erasable **black ink pen (do not type)**. The documents must be signed and completed by a person who has been given the authority to act on behalf of the bidder.

5.2. If a tender has not been properly signed by a party having the authority to do so will be rejected.

5.3. The use of correction fluid/tape on the bid documents including returnable documents is not allowed. If there is an error, draw a line through it, initial next to it, and make the correction directly above/below/next to it.

5.4. The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

5.5. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

6. Opening, Recording, and Publications of Bids Received

6.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

6.2. Details of bids received in time will be recorded in a register that is open to the public for inspection.

6.3. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where applicable, be returned unopened to the bidder.

7. Alternative Bids

7.1. No alternative bid offers will be accepted, and bids must be completed on the bid document provided by the IUCMA.

8. Validity Period

8.1. Bids shall remain valid for a number of days as specified in the tender document after the tender closure date.

8.2. During the validity period the prices which have been quoted by the bidder must remain firm and valid.

8.3. If the bid validity expires on a weekend or public holiday, the bid validity period shall remain open until the closure of business on the next working day.

9. Incorrect Information

9.1. Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the entity may, in addition to any other legal remedy it has or may have, recover from the service provider all costs, losses or damages incurred or sustained by the entity as a result of the award of the contract.

10. Withdrawal of Bid during and After the SCM Process

10.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which IUCMA holds the right to accept or reject with or without a claim for any damages.

10.2. When a bidder withdraws or cancels the contract after the award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

11. INVOICES

All invoices must be addressed to the following address:
Inkomati-Usuthu Catchment Management Agency
20 Paul Kruger Street
Absa Square Building
Mbombela, 1200

11.1. Legal requirements for invoices

11.1.1. Please ensure that your tax invoices comply with the requirements as stipulated by SARS (VAT Act No 89 f 1991), i.e.:

11.1.1.1. Ordinary invoice (not VAT Registered)

a) The word "***INVOICE*** " in a prominent place
b) Official invoice number and date of transaction
c) Trade name, legal name, registration number (if any) and address of supplier
d) The official order number of IUCMA
e) The entity's name and postal or physical address
f) Accurate description of goods and/or services supplied/provided.
g) Unit of measurement of goods or services supplied
h) Price

11.1.1.2. VAT/Tax invoice (VAT registered)

a) Word "***TAX INVOICE"*** in a prominent place
b) Trade, legal name and registration number (if any) of supplier
c) Address and VAT number of supplier
d) The official invoice number and date of an invoice
e) The official order number of IUCMA
f) The entity's name and postal or physical address and VAT registration number **(4210316156)**
g) Accurate description of goods and/or services supplied/provided.
h) Unit of measurement of goods or services supplied
i) Price and VAT amount

12. Payment Terms

12.1. It is the policy of the IUCMA to pay all creditors by means of electronic bank transfers.

12.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the IUCMA. In exceptional circumstances, the IUCMA may, at its discretion, deviate from the above.

13. Poor Performance

13.1. Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the IUCMA, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

14. Central Supplier Database

14.1. All bidders wishing to do business with IUCMA must register on the Central Supplier Database (CSD) at www.csd.gov.za and include in their submission their CSD Master Registration Number.

14.2. Foreign suppliers with neither South African tax obligations nor a history of doing business in South Africa must complete the questionnaire on the Standard Bidding Document (SBD) 1.

15. Tax Compliance Status

15.1. It is necessary to ensure that a supplier conducting business with the IUCMA is tax compliant at the date of submission and award of a bid, as well as for the full duration of their respective contracts. The bidder's tax compliance status of bidders shall be verified on the CSD for competitive bidding.

15.2. No bid may be awarded to a bidder whose tax matters have not been declared by the SARS to be in order. IUCMA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award.

16. Confidentiality of Information

16.1. IUCMA will not disclose any information disclosed to IUCMA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought.

16.2. Bidders may not disclose any information given to the bidders as part of this tender process to any third party without written approval from IUCMA. In the event that the bidder requires to consult with third parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to IUCMA with the bid.

17. Disbursements, Travel and Subsistence

17.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of IUCMA has been obtained in respect of such expenditure.

17.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by IUCMA. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the IUCMA travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa or South Africa Revenue Services.

17.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

17.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by IUCMA.

18. Joint Venture Agreement or Consortium

18.1. Tenderers intending to tender in the form of a joint venture or consortium must submit the following documentation together with the bid: -

18.1.1. All parties of the Joint Venture or Consortium shall submit a separate TCS certificate/pin/CSD number and signed copies of the Bidder`s Disclosure.

18.1.2. An agreement duly signed by all parties of the Joint Venture or Consortium indicating the purposes of this contract.

Further to the above, the name of the Joint Venture or Consortium shall appear on the relevant pages of the document.

19. Samples for Quality Control

19.1. If the samples are required in terms of the specification, such samples shall be supplied by the service provider at his/her own cost.

19.2. All samples approved will be retained by the IUCMA as standards for the duration of the contract.

20. Cession of Assignment

20.1. The service provider may not assign this contract, not sub-let any part of this contract or any of its obligations hereunder without the prior written consent of the client. The service provider's obligations to the client hereunder shall remain unchanged and the service provider shall be solely responsible to the client for the performance of this obligation.

21. Ownership and Intellectual Property

21.1. All work produced, including records and documents pertaining to this bid shall remain the property of the IUCMA. The contents of the material may not be altered without the prior permission of the IUCMA.

21.2. All the data and information generated under this project shall become the property of the IUCMA and shall not be given to third parties without written approval from the IUCMA.

21.3. The service provider may also not use IUCMA material for any advertisements and personal use without the prior permission of the IUCMA.

22. Notice to Bidders

22.1. Should any additions or alterations to the document as issued to bidders be deemed necessary prior to the date for submission of tenders, these will be issued to bidders in the form of Notices to Bidders and will form part of the tender document.

22.2. The Notices to Bidders shall be completed where applicable by bidders, signed, dated, and returned with the tender documents.

23. Fronting

23.1. Government supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the Government condemn any form of fronting.

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

24. Data Protection

24.1. The bidder undertakes to always comply with the Protection of Personal Information Act, no 4 of 2013 in performing its obligations during the bidding process and/or in terms of the agreement should it be successful in its bid and be awarded the tender.

25. Legal Implications

25.1. Successful service provider/s will enter into a service level agreement with IUCMA.

26. Tender Defaulters and Restricted Suppliers

26.1. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The IUCMA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

27. Reservation of rights

27.1. In addition to any rights which IUCMA has reserved to itself in this document or any other document in the bid document, IUCMA reserves the right in its sole discretion to:

(a) Award the bid in part or in whole or not to award the bid at all.
(b) Withdraw/cancel the bid for any reason whatsoever.
(c) Negotiate rates submitted by bidders.
(d) Not to award the bid to the lowest bidder.
(e) Conduct a due-diligence exercise to evaluate the bidder's capabilities to meet the requirements specified in the bid and supporting documents.
(f) Undertake a due diligence exercise on the preferred bidder/s as part of a material risk evaluation aimed at determining to its satisfaction the validity of the information provided by the bidder.
(g) Contact references during the evaluation and adjudication process to obtain information.
(h) Award a bid based on which bidder is offering the best value for money, even if such bid has not scored the highest points during the evaluation subject to application of objective criteria.
(i) Request additional information, clarification, or verification in respect of any information contained in or omitted from a bidder's proposal, which IUCMA may do either in writing or at a meeting convened with the bidder for that purpose.
(j) Request presentations from short-listed bidders. All costs relating to the preparation of such presentations will be borne by the bidders.

28. Failure to agree before contract conclusion

28.1. Should the parties at any time before and/or after the communication of the award but prior to the conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, and/or change in services, et cetera, IUCMA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of the award after giving the bidder not less than 14 (fourteen) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/prices applicable prior to the cancellation.

28.2. Such cancellation shall mean that IUCMA reserves the right to award the same bid to the next best bidder as it deems fit.

5. 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 vendor, 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 Vendor 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 vendor bearing all risks and charges involved until the goods 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 vendor 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 vendor 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 goods 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 Institution purchasing the goods/works and/or service.

1.22. **"Republic"** means the Republic of South Africa.

1.23. **"SCC"** means the Special Conditions of Contract.

1.24. **"Services"** means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the vendor 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 vendors, 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. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1. The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

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

5.5. The vendor 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.

6. Patent Rights

6.1. The vendor 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. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss result from them vendor's failure to complete his obligations under the contract.

7.2. 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.

7.3. The performance security will be discharged by the purchaser and returned to the vendor not later than thirty (30) days following the date of completion of the vendor'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 Institution or an organization acting on behalf of the Institution.

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 vendor.

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 vendor 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 vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.

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. Packaging

9.1. The vendor 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 vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the vendor are specified in SCC.

10.2. Documents to be submitted by the vendor 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 vendor 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 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 vendor of any warranty obligations under this contract;
e) training of the purchaser's personnel, at the vendor's plant and/or
f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the vendor 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 vendor for similar services.

14. Spare parts

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

a) such spare parts as the purchaser may elect to purchase from the vendor, provided that this election shall not relieve the vendor 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 vendor 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 vendor 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 vendor, 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 vendor in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the vendor 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 vendor, 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 vendor's risk and

expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the vendor under this contract shall be specified in SCC.

16.2. The vendor shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the vendor.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1. Prices charged by the vendor for goods/works delivered and/or services performed under the contract shall not vary from the prices quoted by the vendor in this bid, with the exception of any price adjustments authorized in SCC or 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 vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontractors

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

21. Delays in the vendor's performance

21.1. Delivery of the goods/works and/or performance of services shall be made by the vendor 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 vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor'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 essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor 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 vendor'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 vendor.

22. Penalties

22.1. Subject to GCC Clause 25, if the vendor 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/works and/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 vendor, may terminate this contract in whole or in part:

a) if the vendor 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 vendor fails to perform any other obligation(s) under the contract; or
c) if the vendor, in the judgement 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 and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor 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 vendor by prohibiting such vendor 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 vendor or any person associated with the vendor, the vendor 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 vendor fail to respond within the stipulated fourteen (14) days the purchaser may regard may regard the intended penalty as not objected against and may impose it on the vendor.

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 vendor 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 vendors 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. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor 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 as a result of an event of Force Majeure.

25.2. If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on insolvency

26.1. The purchaser may at any time terminate the contract by giving written notice to the vendor if the vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the vendor, 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 vendor 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 vendor 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 vendor any monies due the vendor.

28. Limitation of Liability

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

a) the vendor 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 vendor to pay penalties and/or damages to the purchaser; and
b) the aggregate liability of the vendor 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 vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign vendor 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 vendor 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 purchaser 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 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.

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CATCHMENT MANAGEMENT AGENCY

SECTION B – RETURNABLE DOCUMENTS

6. ADDENDA / NOTICE(S) ISSUED TO BIDDERS

I/We confirm that the following communication / Information / Notice(s), issued to Bidders, was received from the Employer before the submission of this tender offer and has been taken into consideration in this tender:

Any addenda/notice(s) issued to bidders will be published on www.etenders.treasury.gov.za or www.iucma.co.za. Bidders are to ensure that the eTenders or IUCMA website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time.

Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda.

Addendum / Notice Reference Number	Date of Issue	Subject Matter of Addendum / Notice

NB: Evidence of such addenda must be attached to this Schedule.

Specify number of sheets appended to this schedule _____ (if none, enter NONE)

SIGNATURE: _____
(On behalf of the Bidder)

DATE: _____

7. BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

……

……

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

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

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

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

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

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

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

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

8. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this bid are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black ownership • 10 points for 100% black owned • 7 points for 75-99% black owned • 5 points for 51-74% black owned No points for less than 51% black owned	10	
Women ownership • 5 points for 75% - 100% • 3 points for 30% - 74% No points for less than 30%	5	
Youth ownership • 3 points for 75% - 100% • 2 points for 25% - 74% No points for less than 25%	3	
Company-owned by people with disabilities = 2 points No ownership for disability = no points	2	
Maximum points	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

INKOMATI-USUTHU
CATCHMENT MANAGEMENT AGENCY

SECTION C – SPECIFICATION, EVALUATION CRITERIA AND PRICING SCHEDULE

9. SPECIFICATION

1. PURPOSE

To appoint a suitably qualified and authorized service provider to supply and deliver enterprise-grade laptops and monitors for staff of IUCMA. The laptops and monitors will support daily business operations, improve employee productivity, enhance mobility, and ensure compatibility with the organization's ICT infrastructure and security requirements.

2. SCOPE OF WORK

The service provider will be required to supply and deliver all the following laptops and monitors including accessories.

2.1 14-inch Laptop (16 GB RAM) x 53

14-inch laptop: Brand, model and model number		
Criteria	**Specification Requirement**	**Comply (Yes/No)**
Operating System	Windows 11 Pro	
Processor	13th Gen Intel® Core™ i7-13850HX, vPro® (20 cores, 28 threads, up to 5.3 GHz Turbo)	
Display	14-inch FHD+ (1920x1200) Anti-Glare, Non-Touch IPS display with 250 nits brightness	
Memory	16GB LPDDR5 Memory (4800 MT/s, integrated)	
Storage	512GB M.2 PCIe NVMe Solid State Drive	
Graphics	Integrated Intel UHD Graphics (or standard compatible graphics)	
Connectivity	intel Wi-Fi 6E AX211 + Bluetooth, Ethernet port, SIM slot for LTE modem support, security slot	
Ports	1 USB 3.2 Type-A with Power Share; 1 USB 3.2 Gen2 Type-C with DisplayPort Alt Mode/Thunderbolt 3; 1 Universal Audio Jack; 1 HDMI 1.4b	
Camera & Audio	FHD Camera with Temporal Noise Reduction, camera shutter, microphone	
Keyboard	English US battery-saving mini-LED backlit keyboard, 79-key	
Battery & Power	3-cell 57Wh/54Wh battery with Express Charge and Long-Life Cycle features; 65W AC adapter; USB Type-C and Round Pin charging ports; E4 South Africa power cord	
Chassis	Aluminum build	
Accessories	Wireless optical mouse	
	Backpack for 14 Inch	
Service & Warranty	3-Year Hardware Warranty, Accidental Damage Cover, ProSupport Plus, Next Business Day Onsite Service (5 Years), 3Y Sealed Battery Add-On	

2.2. 15-inch Laptop (16GB RAM) x 7

15-inch laptop: Brand, model and model number		
Criteria	**Specification Requirement**	**Comply (Yes/No)**
Operating System	Windows 11 Pro	
Processor	13th Gen Intel® Core™ i7-13850HX, vPro® (20 cores, 28 threads, up to 5.3 GHz Turbo)	
Display	15-inch FHD+ (1920x1200) Anti-Glare, Non-Touch IPS display with 250 nits brightness	
Memory	16GB LPDDR5 Memory (4800 MT/s, integrated)	
Storage	512GB M.2 PCIe NVMe Solid State Drive	
Graphics	Integrated Intel UHD Graphics (or standard compatible graphics)	
Connectivity	intel Wi-Fi 6E AX211 + Bluetooth, Ethernet port, SIM slot for LTE modem support, security slot	
Ports	1 USB 3.2 Type-A with Power Share; 1 USB 3.2 Gen2 Type-C with DisplayPort Alt Mode/Thunderbolt 3; 1 Universal Audio Jack; 1 HDMI 1.4b	
Camera & Audio	FHD Camera with Temporal Noise Reduction, camera shutter, microphone	
Keyboard	English US battery-saving mini-LED backlit keyboard, 79-key	
Battery & Power	3-cell 57Wh/54Wh battery with Express Charge and Long-Life Cycle features; 65W AC adapter; USB Type-C and Round Pin charging ports; E4 South Africa power cord	
Chassis	Aluminum build	
Accessories	Wireless optical mouse	
	Backpack for 15 Inch	
Service & Warranty	3-Year Hardware Warranty, Accidental Damage Cover, ProSupport Plus, Next Business Day Onsite Service (5 Years), 3Y Sealed Battery Add-On	

2.3. 14-inch Laptop (32GB RAM) x 3

14-inch laptop: Brand, model and model number		
Criteria	**Specification Requirement**	**Comply (Yes/No)**
Operating System	Windows 11 Pro	
Processor	13th Gen Intel® Core™ i7-13850HX, vPro® (20 cores, 28 threads, up to 5.3 GHz Turbo)	
Display	14-inch FHD+ (1920x1200) Anti-Glare, Non-Touch IPS display with 250 nits brightness	
Memory	32GB LPDDR5 Memory (4800 MT/s, integrated)	
Storage	512GB M.2 PCIe NVMe Solid State Drive	
Graphics	Integrated Intel UHD Graphics (or standard compatible graphics)	
Connectivity	intel Wi-Fi 6E AX211 + Bluetooth, Ethernet port, SIM slot for LTE modem support, security slot	
Ports	1 USB 3.2 Type-A with Power Share; 1 USB 3.2 Gen2 Type-C with DisplayPort Alt Mode/Thunderbolt 3; 1 Universal Audio Jack; 1 HDMI 1.4b	
Camera & Audio	FHD Camera with Temporal Noise Reduction, camera shutter, microphone	
Keyboard	English US battery-saving mini-LED backlit keyboard, 79-key	
Battery & Power	3-cell 57Wh/54Wh battery with Express Charge and Long-Life Cycle features; 65W AC adapter; USB Type-C and Round Pin charging ports; E4 South Africa power cord	
Chassis	Aluminum build	
Accessories	Wireless optical mouse	
	Backpack for 14 Inch	
Service & Warranty	3-Year Hardware Warranty, Accidental Damage Cover, ProSupport Plus, Next Business Day Onsite Service (5 Years), 3Y Sealed Battery Add-On	

2.4 (Laptops) Science Schools Competition x 18

Criteria	Specification Requirement	Comply (Yes/No)
Product Colour	Black	
Processor Brand	Intel	
Processor Family	Intel Core i5 (13th Generation)	
Processor Speed	Up to 4.8 GHz	
Storage Type	SSD (Solid State Drive)	
Storage Capacity	512GB M.2 SSD	
Storage Speed	Near Instant (Flash)	
Operating System	Microsoft Windows 11 Pro 64-bit	
Bluetooth	Yes	
Wi-Fi	Yes	
Webcam	Yes	
Memory Size	8GB 2666 MHz (1 x 8GB)	
Memory Frequency	2666 MHz	
Memory Form Factor	Notebook Memory (SO-DIMM)	
Display Anti-Glare	Yes	
Touch Screen	No	
Display Size	15-inch LED Backlit FHD	
Graphics Card Manufacturer	Intel	
Display Resolution	1920 x 1080 (Full HD)	
Audio Port	Audio In & Out	
LAN Port	1000Mb/s Gigabit LAN	
HDMI Port	Available	
USB Ports	Available	
VGA Port	Available	
Accessories	**Backpack & Wireless optical mouse**	

2.5 Monitor Specification x 27

Criteria	Specification Requirement	Comply (Yes/No)
Model	P2725HE Monitor or Equivalent	
Display Size	27-inch (68.6 cm) Display	
Display Resolution	1920 × 1080 (Full HD) @ 100Hz	
Display Technology	LED Edgelight System with IPS Panel Technology	
Response Time	8ms (Normal), 5ms (Fast), 4ms (Extreme)	
Aspect Ratio	16:9 Native Aspect Ratio	
Contrast Ratio	1500:1 (Typical)	
Brightness	300 cd/m² (Typical)	
Viewing Angle	178° Horizontal / 178° Vertical	
Adjustability	Tilt Adjustable Stand	
Tilt Range	-5° to +21°	
Audio Output	Integrated Dual 5W Speakers	
VESA Mounting	100mm x 100mm VESA Compatible	
Colour	Black / Silver	
USB Power Delivery	Up to 90W via USB-C Upstream Port and 15W via USB-C Downstream Port	
Security Features	Kensington Security Lock Slot	
Connectivity	HDMI Port,C-Type	
Power Connection	Standard Power Connector	
Warranty	3-Year Next Business Day Support	
Accessories	**27x HDMI Cable (1.8m)**	

Instructions to bidders

Bidders must complete the **"Comply (Yes/No)"** columns for each requirement. The bidder must identify the exact brand, model and model number of **each laptop and monitor** offered and submit the relevant manufacturer's technical datasheet or other verifiable supporting documentation. The offered specifications must demonstrate full compliance with all mandatory laptop technical requirements.

Failure to comply with any mandatory laptop and monitor technical requirement will render the bid non-responsive.

3. SPECIAL CONDITIONS

3.1. All equipment supplied must be genuine and supported by the manufacturer in South Africa.
3.2. All equipment must be new and sourced through authorized distribution channels.
3.3. The successful bidder may be required to provide proof of authorized reseller status for the proposed brand.
3.4. The service provider may be required to facilitate technical support during the warranty period.

4. ONCE OFF PROJECT

The contract is a once-off. The service provider must deliver the service within 3 to 4 weeks after the appointment date.

10. EVALUATION PROCESS AND CRITERIA

10.1. Process after the closing date

10.1.1. Evaluation of bids will be conducted in three (3) phases as follows:

Stage	Details
Phase 1	Administrative prequalification evaluation criteria: The purpose of this criteria is to evaluate the bidder's completeness of the tender documents.
Phase 2	Mandatory evaluation criteria: The purpose of this criteria is to evaluate the bidders on their eligibility and compliance to applicable laws and regulations.
Phase 3	Price and Specific Goals evaluation criteria: The purpose of this criteria is to evaluate the bidders based on the bid price and specific goals.

10.2. Administrative prequalification evaluation criteria (Phase 1)

10.2.1. IUCMA has defined minimum administrative prequalification criteria that must be met by a bidder. The table below contains the administrative prequalification documents that are required as part of a bidder's proposal, which must be completed and signed by the duly authorised representative of the prospective bidder(s).

10.2.2. Where a bidder's proposal fails to comply fully with any of the administrative prequalification criteria, IUCMA will allow the bidder an opportunity to submit and/or supplement the information and/or documentation provided within a period of **five (5) working days** from the date of request or such alternative period as IUCMA may determine to achieve full compliance with these criteria before disqualifying the bidder. IUCMA will disqualify a bidder who does not achieve full compliance with the prequalification after the grace period provided by IUCMA.

#	Document that must be submitted	Instructions	Non-submission will result in disqualification?
1.	SBD 1: Invitation to bid form	Bidder to complete and sign the supplied pro forma document. Foreign suppliers with neither South African tax obligations nor a history of doing business in South Africa must complete the questionnaire on the SBD 1.	Yes
2.	Declaration of POPI Act	Bidder to complete and sign the supplied pro forma document.	Yes
3.	SBD 4: Bidder's Disclosure	Bidder to complete and sign the supplied pro forma document.	Yes
4.	SBD 6.1: Preference points claim form	Bidder to complete and sign the supplied pro forma document. Non-submission will lead to a zero (0) score on B-BBEE. B-BBEE certificate (by SANAS recognised agency) or CIPC certificate or Original Sworn signed Affidavit	No
5.	Proof of registration on Central Supplier Database (CSD)	Bidder to submit the proof of registration on CSD (detailed CSD report) or MAAA…. on SBD1	No However, a bidder must be registered on CSD in order to be considered for award.

NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.

NB: No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury.

10.3. Mandatory evaluation criteria (Phase 2)

10.3.1. Only bidders that have met the administrative prequalification criteria in Phase 1 will be evaluated in Phase 2 for mandatory evaluation. The table below contains the mandatory evaluation criteria.

If a bidder does not meet any of the mandatory evaluation criteria, the bidder will be disqualified, and the bid will not be evaluated further.

#	Mandatory Requirements	Proof
1.	Bidder must indicate the exact brand and model of the laptops and monitors being offered and compliance with specification. Failure to comply with any mandatory laptops and monitors technical requirement will render the bid non-responsive.	A datasheet (from the manufacture or from the bidder) clearly reflecting the brand, model and technical specifications of the laptops and the monitors which the bidder is going to deliver. The technical specification should align to the scope of work under section 2.1 to 2.5 of the specification.

10.4. Price and specific goals criteria (Phase 3)

10.4.1. Only bidders that have met the mandatory requirements, will be evaluated further in terms of preference point system.

10.4.2. Bids will be evaluated in terms of the prevailing Supply Chain Management policy applicable to IUCMA and it should be noted that bids will be assessed using the 80/20 formula (preference points system) for price and specific goals as per the PPPFA and IUCMA Preferential Procurement Policy.

PREFERENCE POINT SYSTEM	POINTS
Price $\mathrm{Ps} = 80\left(1 - \frac{\mathrm{Pt}-\mathrm{Pmin}}{\mathrm{Pmin}}\right)$	80
Specific Goals (refer to requirements below)	20
Total points for Price and Specific Goals	**100**

Where,

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

The 20 specific goals points will be allocated as follows:

#	Preference/Specific Goals	Max Points	Evidence to be submitted
1	Black ownership • 10 points for 100% black owned • 7 points for 75-99% black owned • 5 points for 51-74% black owned • No points for less than 51% black owned	10	1. A copy of CIPC certificate of the bidder 2. A valid EME and QSE – sworn affidavit (CIPC Template), Generic entities – B-BBEE certificate (SANAS accredited) 3. CSD Report
2	Women ownership • 5 points for 75% - 100% • 3 points for 30% - 74% • No points for less than 30%	5	
3	Youth ownership • 3 points for 75% - 100% • 2 points for 25% - 74% • No points for less than 25%	3	
4	Company-owned by people with disabilities = 2 points No ownership for disability = no points	2	
	Total	**20**	

10.5. Bid award using points system

a) Bidders who do not claim preference points may be scored zero for specific goals.

b) The bidder obtaining the highest number of total points will be awarded the contract.

c) Price points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

d) Points scored must be rounded off to the nearest two decimal places.

e) In the event that two or more bids have scored equal total number of points, the successful bid must be the one scoring the highest points for specific goals.

f) Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

10.6. Structure of the bid

All relevant returnable documents for administrative and technical responsiveness must be attached as Annexures to this document.

11. PRICING SCHEDULE

NOTE:

1. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination..
2. Document MUST be completed in non-erasable black ink.
3. NO correction fluid/tape may be used. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. The bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____ of

the firm _____ hereby

offer to IUCMA to render the services as described, in accordance with the specification and conditions of contract to

the entire satisfaction of the IUCMA and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN „X"									
Are you/is the firm a registered VAT Vendor	**YES**					**NO**				
If "YES", please provide VAT number										

.

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

11.1. PRICING SCHEDULE

All pricing must be fixed, in South African Rands and inclusive of all applicable taxes.

Item	Description	Qty	Unit price (excl. VAT)	Total (excl. VAT)
1.	**14-inch Laptop (16GB RAM)** including additional 2-year support extension including ProSupport Plus and Next Business Day Onsite Service	53		
2.	**15-inch Laptop (16GB RAM)** including additional 2-year support extension including ProSupport Plus and Next Business Day Onsite Service	7		
3.	**14-inch Laptop (32GB RAM)** including Additional 2-year support extension including ProSupport Plus and Next Business Day Onsite Service	3		
4.	**15-inch Laptop (8GB RAM)**	18		
5.	**Monitor** including 3-Year Next Business Day Support	27		
6.	HDMI Cables	27		
7.	Laptop backpack	81		
8.	Wireless optical mouse	81		
			Subtotal excluding VAT	
			VAT, where applicable	
			Total price inclusive of VAT	

Proposed delivery period: _____ calendar days / _____ weeks.

Delivery address: IUCMA offices, 2nd floor, ABSA square building; 20 Paul Kruger Street; Mbombela; 1200
The IUCMA shall provide all information required to facilitate delivery.

13. ADMINISTRATIVE, MANDATORY AND TECHNICAL RESPONSIVENESS CHECKLIST

Bid adherence checklist – the checklist has been compiled for your ease of use and to ensure that your bid complies with the IUCMA administrative, mandatory and technical requirements.

#	Checklist of returnable documents	Comply	Do not comply
1.	The bid document has been completed in handwriting and in a non-erasable black ink pen and have all corrections counter-signed. - No retype and correction fluid/tape used - Bid document completed and returned without missing page/s - No unauthorised alteration in the bid document		
2.	SBD 1: Invitation to bid form has been completed and signed.		
3.	Authority to Sign a Bid has been completed and signed.		
4.	The declaration of the POPI Act has been completed and signed.		
5.	SBD 4: Bidder's Disclosure has been completed and signed.		
6.	SBD 6.1: Preference points claim form has been completed and signed.		
7.	All the specific goals evaluation requirements have been submitted with this bid.		
8.	Proof of registration on the Central Supplier Database (CSD) has been submitted.		
9.	Joint Venture / Consortium agreement / Trust Deed (if applicable): • Did you submit all documents for all parties of the Joint Venture/Consortium/Trust Deed?		
10.	**A datasheet (from the manufacture or from the bidder) clearly reflecting the brand, model and technical specifications of the laptops and the monitors have been submitted.**		
11.	All relevant documents for administrative and technical responsiveness have been referenced as Annexures to this bid.		