



TRANS-CALEDON TUNNEL AUTHORITY

TCTA was established by Government Notice No 2631 in Gazette No 10545 dated 12 December 1986 and then revised by Government Notice No 277 in Gazette No 21017 dated 24 March 2000

It is a specialised liability management body for bulk water supply development in the most cost-effective manner to the benefit of the water consumer.

TCTA is based in Centurion.

For more information on TCTA, please visit our web site www.tcta.co.za

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DESKTOPS AND LAPTOPS, INCLUDING WARRANTY AND SUPPORT FOR A PERIOD OF THREE YEARS.

Bid Number	056/2022/EWSS/DESKTOPS/RFB
Title of this RFB	Appointment of a service provider for the provision of Desktops and Laptops, including warranty and support for a period of three years.
RFB Issue Date	25 November 2022
Clarification and enquiries	NB: Kindly send all clarification questions or enquiries to the receiving officers at tenders02@tcta.co.za .
Compulsory Briefing session	Briefing session will be held at the TCTA's offices Building 9, Byls Bridge Office Part, Olievenhoutbosch Rd, Centurion, 0157 NB: Bidders to complete the request to access TCTA form attached as Appendix 4 to receive the entry pin. Completed forms to be send to tenders02@tcta.co.za on or before - 12 December 2022 @ 11h00.
Compulsory Briefing Session Date and Time	14 December 2022 @ 11h00
RFB Closing Time & Date	18 January 2023 @ 11h00
Bid Validity Period	120 calendar days commencing from the RFT closing date
Delivery Address	Proposals must be hand delivered at TCTA's offices located at the address indicated below and addressed to The Receiving Officer, and marked RFB No: TCTA RFB No: on or before the closing date and time: Trans Caledon Tunnel Authority (TCTA), Building 9, Byls Bridge Office Park, Olievenhoutbosch Rd, Centurion, 0157
Communication	All communication relating to the RFT must be addressed to the following e-mail address: tenders02@tcta.co.za . TCTA shall not be held responsible for any eventuality resulting from the sending of RFB related communication to a different e-mail address.
1 Envelope System – Technical & Financial Proposal Original to be submitted	1

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1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

B-BBEE	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
B-BBEE STATUS LEVEL OF CONTRIBUTOR	Means the B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
BID SUBMISSION	A bidder's written proposal in response to an Invitation for Bids (Request for Proposals/Request for Quotations/Request for Information etc)
BLACK PEOPLE	African, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
CONSORTIUM or JOINT VENTURE OR CONSORTIUM	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;
CONSULTANT	A consultant means a professional person appointed to provide Technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
CONTRACT	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
CONTRACT MANAGER	A representative from the Requesting Department that will be responsible for monitoring the day to day activities related to the contract.
DESIGNATED SECTORS	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
EME	means exempt micro enterprises with an annual total revenue of R5 million or less in terms of the B-BBEE Codes of Good Practice of 2007 and an entity with a turnover of less than R 10 million in terms of the amended B-BBEE Codes;
QSE	means qualifying small enterprises with an annual total revenue of R10 million or less in terms of the B-BBEE Codes of Good Practice of 2007 in terms of the amended B-BBEE Codes;
PROCUREMENT SPECIALIST	Duly appointed person in the Procurement unit responsible for Procurement related transactions and processes including RFQs
PO	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
RD	A requesting department within TCTA or its representative

ROE	Rate of Exchange
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
OEM	Original Equipment Manufacturer

2. PREPARATION OF BID SUBMISSIONS

- 2.1. Bidders are required to comply fully with this Request for Bid including annexures and the relevant appendix during submission to TCTA;
- 2.2. For a Bid Submission to be acceptable, it must:
 - 2.2.1. Not be late and delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time, notwithstanding that such late submission is as a result of circumstances beyond the Bidder's control;
 - 2.2.2. Clearly reflect the Bid description and bid number on the outer packaging;
 - 2.2.3. Contain a firm price; Bidders are not allowed to submit multiple quotations
 - 2.2.4. The proposal should be for one brand only;
- 2.3. TCTA reserves the right to reject bids that are not acceptable and to not evaluate them. This section is subject to the provisions of the Conditions of Bid.
- 2.4. This Bid has 7 stages of evaluation summarised in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

3. BACKGROUND

TCTA intends to appoint a reputable, well-resourced, and experienced accredited ICT partner, with a BBEE Status Level of 1, to provide Desktops, Laptops, Accessories, Warranty, and Support for a period of three years to replace the current desktop and laptop equipment.

3.1. SCOPE OF WORK

The Planned Units as listed in Table 1 below, are required to be delivered within 2 - 3 (two to three) weeks (or as agreed to with TCTA) from date of TCTA Purchase Order as follows:

- 13.3" Laptops – 180

- 15.6” Laptops – 30
- All-in-One Desktops – 10
- 27” Desktop Screens –260
- Keyboards & Mouse – 270
- Docking Stations/Port Replicator –250
- Laptop Bags – 210
- Tablets 13” Touchscreen – 14

Images to be bundled at factory with the following:

- Basic (Operating System – Windows 11 64 Bit Enterprise (TCTA has volume license), Microsoft Office 365 64 bit (TCTA will provide license), Acrobat Pro DC, drivers relative to the proposed equipment and the Cibecs document backup agent (will be provided by TCTA)
- The responsibility for delivering a working solution shall reside with the Supplier and not the end user. The Supplier shall be fully accountable for the system configuration, correct implementation of the final solution, service, and support.
- The Laptop, Desktops, Monitors, Docking stations, Tablets and laptop bags / must be of the same brand. ONLY 1 Brand is to be quoted for on for ALL requirements.

Note:

Table 1.1 Mandatory Requirements – Technical Specifications

Description	13.3” Laptops	15.6” Laptops	All-in-one Desktops
Operating System	Windows 11 Enterprise (Further applications will be provided for imaging)	Windows 11 Enterprise (Further applications will be provided for imaging)	Windows 11 Enterprise (Further applications will be provided for imaging)
CPU	Intel® Core™ i7-1265U (1.8 GHz base frequency, up to 4.8 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores, 12 threads), supports Intel® vPro® Technology	Intel® Core™ i7-1265U (1.8 GHz base frequency, up to 4.8 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores, 12 threads), supports Intel® vPro® Technology	Intel® Core™ i7-1265U (1.8 GHz base frequency, up to 4.8 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores, 12 threads), supports Intel® vPro® Technology
Memory(min-expandable)	32 GB DDR4 3200 (Must be Upgradeable to 64GB)	32 GB DDR4 3200 (Must be Upgradeable to 64GB)	32 GB DDR4 3200 (Must be Upgradeable to 64GB)
Hard Disk	512 GB PCIe® Self Encrypted OPAL2 NVMe	512 GB PCIe® Self Encrypted OPAL2 NVMe	512 GB PCIe® Self Encrypted OPAL2 NVMe
Graphics	Integrated Intel Iris X Graphics	Integrated Intel Iris X Graphics	Intel® UHD Graphics 770

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops
Keyboard	Spill resistant backlit keyboard	Spill resistant backlit keyboard	Wireless full-size keyboard + optical mouse
Security	TPM 2.0	TPM 2.0	TPM 2.0
Fingerprint Reader	Sensor/Required	Sensor/Required	Sensor/Required
Warranty	3 Year Next Business Day Onsite Warranty with Disk media retention (keep your Hard Drive).	3 Year Next Business Day Onsite Warranty with Disk media retention (keep your Hard Drive).	3 Year Next Business Day Onsite Warranty with Disk media retention (keep your Hard Drive).
Display Size	13.8 cm (13.3") diagonal, FHD (1920 x 1080), UWVA eDP 1.2 w/o PSR anti-glare, LED, narrow bezel, touch-on-panel screen, 250 nits, 45% for HD + IR camera	39.6 cm (15.6") diagonal FHD UWVA eDP anti-glare narrow bezel bent touch-on-panel screen, 250 nits, 45% NTSC for HD + IR camera and WWAN (1920 x 1080)	68.6 cm (27") diagonal, QHD (2560 x 1440), touch, IPS, anti-glare, 250 nits, 72% NTSC + IR Camera
Pointing Device	Clickpad with multitouch	Clickpad with multitouch	Wireless Optical mouse
Ports	2 x SuperSpeed USB Type-A 5Gbps signaling rate (USB Power Delivery); 1x Thunderbolt™ 4 with USB4™ Type-C® 40Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4); 1 x RJ-45(Must Be integrated) 1 x Headphone/Microphone combo; 1 x HDMI 2.0; 1 x AC power, 1 x Smart Card Reader	3 x SuperSpeed USB Type-A 5Gbps signaling rate (1 charging); 1 x Thunderbolt™ 4 with USB4™ Type-C® 40Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4) ; 1 x RJ-45(must be integrated) ; 1 x headphone/microphone combo; 1 x HDMI 2.0; 1 x AC power ; 1 x Smartcard reader, (optional)1 x Nano SIM slot for WWAN	Left side: 1 x headphone/microphone combo Right side: 1 SuperSpeed USB Type-C® 10Gbps signaling rate (charging); 1 x SuperSpeed USB Type-A 10Gbps signaling rate Rear Side: 1 x RJ-45; 1 x HDMI 2.0a; 2 x SuperSpeed USB Type-A 10Gbps signaling rate; 2 x SuperSpeed USB Type-A 5Gbps signaling rate; 1 x Dual-Mode DisplayPort™ 1.4; 1 x SuperSpeed USB Type-C® 20Gbps signaling rate, 5-in-1 SD media card reader
Webcam	720p HD Camera + IR Camera with Temporal Noise Reduction	720p HD Camera + IR Camera with Temporal Noise Reduction	5 MP IR camera
Connectivity	Intel® Wi-Fi 6E AX211 (2x2) and Bluetooth® 5.2 M.2 combo, vPro®; Intel®	Intel® Wi-Fi 6E AX211 (2x2) and Bluetooth® 5.2 M.2 combo, vPro®; Intel®	Intel® Wi-Fi 6E AX211 (2x2) and Bluetooth® 5.2 M.2 combo, vPro®; Intel®

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops
	I219-LM GbE, vPro®	I219-LM GbE, vPro®	I219-LM GbE, vPro®
Battery	Long Life 3-cell, 42 Wh Polymer with 3 Year Battery Warranty, 11 hours battery Life	Long Life 3-cell, 51 Wh Polymer with 3 Year Battery Warranty, 11 hours battery Life	N/A

Table 1.2 Mandatory Requirements – Technical Specifications for Accessories

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops
External Keyboard & Mouse	Wireless full-size keyboard + optical mouse (Must be same Brand as Notebook)	Wireless full-size keyboard + optical mouse (Must be same Brand as Notebook)	N/A
Stand	N/A	N/A	Height Adjustable Stand
Audio	high performance integrated stereo speakers, and Mic	high performance integrated stereo speakers, and Mic	high performance integrated stereo speakers, and Mic
Docking station/Port Replicator (must be the same brand as laptop and carry the 3 year onsite warranty)	<p>Front side: 1 x USB-C data/power out, (USB 3.2 Gen 2 10 Gbps Data only)</p> <p>Right side: 1 x Kensington Standard Lock Slot; 2 x USB 3.2 Gen 1 ports - 1 on each side (charging) (5 Gbps)</p> <p>Back side: 2 x USB 3.2 Gen 1 (charging ports when docked) (5Gbps); 1 x HDMI 2.0 port; 2 x DisplayPort 1.4 ports; 1 x AC adapter port; 1 x Ethernet port; 2 internal NIC cards to support 1Gb and 2.5Gb Ethernet; 1 x USB-C DP alt mode port; 1 x Thunderbolt™ 4 port</p>	<p>Front side: 1 x USB-C data/power out, (USB 3.2 Gen 2 10 Gbps Data only)</p> <p>Right side: 1 x Kensington Standard Lock Slot; 2 x USB 3.2 Gen 1 ports - 1 on each side (charging) (5 Gbps) Back side: 2 x USB 3.2 Gen 1 (charging ports when docked) (5Gbps); 1 x HDMI 2.0 port; 2 x DisplayPort 1.4 ports; 1 x AC adapter port; 1 x Ethernet port; 2 internal NIC cards to support 1Gb and 2.5Gb Ethernet; 1 x USB-C DP alt mode port; 1 x Thunderbolt™ 4 port</p>	N/A
Device management	Proactive device management in a single platform monitoring hard drives, CPU usage, thermal levels, and battery health, Diagnose performance issues, software errors, blue-screen-of-death crashes, and system usage, updating drivers and patches, automated call	Proactive device management in a single platform monitoring hard drives, CPU usage, thermal levels, and battery health, Diagnose performance issues, software errors, blue-screen-of-death crashes, and system usage, updating drivers and patches, automated call	Proactive device management in a single platform monitoring hard drives, CPU usage, thermal levels, and battery health, Diagnose performance issues, software errors, blue-screen-of-death crashes, and system usage, updating drivers and patches, automated call

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops
	logging at a click of a button direct to OEM, license must be valid for 3 Years	logging at a click of a button direct to OEM, license must be valid for 3 Years	logging at a click of a button direct to OEM, license must be valid for 3 Years
Laptop Bags	Backpack (3 compartments + 2 pockets) Must be same Brand as laptop	Backpack (3 compartments + 2 pockets) Must be same Brand as laptop	N/A

Table 1.3 Mandatory Requirements – Technical Specifications Desktop Screens

Description	Features
Warranty	3 Year next Business Day Onsite.
Physical security features	Security lock-ready, Height Adjustable
Connectivity	x VGA; 1 x USB Type-B; 1 x HDMI 1.4; 1 x DisplayPort™ 1.2; 4 x USB-A 3.2 Gen 1
Display Features	Anti-Glare; low Blue Light Mode
Resolution	27" FHD (1920 x 1080), Contrast ratio 1000:1, Brightness 250 nits
Power & Connectivity Cable	Power Cable & HDMI Cable – must accompany Monitor

Table 1.4 Mandatory Requirements – Technical Specifications Tablets and Accessories

Description	Features
Dimension	Minimum 280 mm x 200 mm
Display	Screen: 13 inch touchscreen
Random Access Memory	Min 8GB
Disk Drive	Min 128GB
Security	Fingerprint reader
Software	Windows 10 or 11 Professional
Connections	Min 1 x USB-C
Network	SIM Card Support with Advanced LTE
Battery Life	Minimum 10 hours
Accessories	14 x Stylus/Pen
	14 x Cover with Keyboard
	14 x Screen Protector
	14 X USB Type C to HDMI Cable

3.2. SUPPORT

- Turnaround time to be strictly working days for Repairs/Replacements of faulty equipment from date of first delivery.
- The support is at Trans Caledon Tunnel Authority (TCTA), Building 9, Byls Bridge Office Park, Olievenhoutbosch Rd, Centurion, 0157
- or at an employee's place of residence within a 50km radius of TCTA. Employees outside of the radius will be required to bring the equipment to TCTA so that the repair/replacement can be attended to.

4. STAGE 1: BRIEFING SESSION

TCTA will refer to the attendance register of the Briefing Session to confirm if a bidder attended the compulsory briefing session.

Failure to attend a compulsory briefing session will result in a bidder being disqualified at this stage and not evaluation further. Bidders to complete the request form to access TCTA premises. Complete the attached Appendix 4.

5. STAGE 2: MANDATORY REQUIREMENT - TECHNICAL SPECIFICATION

Appendix 1 MUST be completed to adhere to the Scope Of Work as described in the RFB. Bidders to meet all the requirements of the technical specification. Failure to meet 100% of the specification will lead to your bid being disqualified at this stage.

6. STAGE 3: PRE-QUALIFICATION

Only bidders who have a minimum BBBEE status level 1 of contributor may respond to the RFB.

The following document/s must be provided as proof of the above-mentioned criteria:

- BBBEE Certificate issued by verification Agency approved by SANAS or Sworn Affidavit for Exempted Micro Enterprise or Qualifying Small Enterprise which are 51% black owned
- In the case of Joint Ventures:

A Consolidated BBBEE certificate issued by verification Agency approved by SANAS.

A bidder that does not submit proof of the above documents or fails to meet the requirements for pre-qualification, will be disqualified at this stage and not evaluated any further.

7. STAGE 4: RETURNABLE DOCUMENTS (SUBMISSION REQUIREMENTS)

One Envelope System will be followed. Bidders must submit documentation in accordance with the numbering set out in this RFB. Bid submissions must follow system as detailed in **Table 2: Envelope A – Technical & Financial Proposal**

SECTION	DESCRIPTION	SUBMISSION REQUIREMENT
Section 1	Appendix 4: Access Request form	Mandatory
Section 2	SBD 1: Invitation to bid and terms and conditions for bidding	Non-Mandatory
	SBD 4: Declaration of Interest	Mandatory
	SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2017	Non-Mandatory
	SBD 7.2: Contract form- Rendering Services	Non-Mandatory
Section 2	Proof of registration on National Treasury Central Supplier Database	Non-Mandatory
Section 3	Tax Clearance certificate with tax Compliance Status Pin	Non-Mandatory
Section 4	BBBEE Certificate issued by a registered Auditor approved by SANAS, or a sworn Affidavit for EME and QSE. Consolidated BBBEE for Joint Venture tenderers issued by a registered Auditor approved by SANAS, or a sworn Affidavit for EME and QSE	Mandatory
Section 5	Appendix 1 MUST be completed to adhere to the Scope Of Work as described in the RFB. Bidders to meet the requirement of the specification, Failure to meet 100% of the specification will lead to your bid being disqualified at this stage.	Mandatory
Section 6	Proof of a Partner letter from the OEM which is within the required annual renewal.	Mandatory
Section 7	Company Track Record: Form 1 to be completed for points allocation.	Non- Mandatory but will be used for technical points scoring
Section 8	Financial Proposal (Price and Preference) <ul style="list-style-type: none"> Bidders must price their bid submission according to the scope of work. Appendix 3 MUST be completed 	Mandatory

	<ul style="list-style-type: none"> Pricing must be inclusive of ALL costs. 	
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Any bidder who fails to submit a non-mandatory document will receive 0 where that document is linked to specific functionality criteria. Any bidder who fails to submit a mandatory document will be disqualified at this stage and not evaluated further.

8. STAGE 5: FUNCTIONAL EVALUATION

The evaluation criteria set out below in table 3 will be used to evaluate the bidder’s functional requirements.

Table 3: Evaluation Criteria

FUNCTIONALITY EVALUATION		
SECTION	Evaluation criteria	Points
Company experience (Section 7)		
	Points will be awarded with clients in the past 6 years for the supply) of Desktops and Laptops, including warranty and support	40
	Contracts must have a minimum of 200 units supplied. Points will be awarded as follows 10 points per contract up to a maximum of 40 points Bidders are advised to complete Form 1 with all the required information. TCTA reserves the right to contact the companies that are listed in Form 1 to confirm the authenticity of the information provided. Failure to complete Form 1, will result in bidders scoring 0 under company track records.	
	Total	40

Bidders will have to achieve a minimum score of **20 points** out of 40 points to proceed to the next stage of the evaluation process.

9. STAGE 6: PRICE AND B-BEEE

TCTA will evaluate all Bid Submissions in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

Appendix 3 will be used for the evaluation of price. Bidders are required to provide a total fixed price over the contract period as per the table in Appendix 3.

All the pricing for items must be and meet the specification as outlined in detail in tables 1.1, 1.2, 1.3 & 1.4.

10. B-BBEE AND PRICES

10.1. B-BBEE

- 10.1.1. A bidder who fails to submit proof of B-BBEE status level of contributor or a non-compliant bidder will not be disqualified at this stage but:
 - 10.1.1.1. May only score points out of 80 for price.
 - 10.1.1.2. Scores 0 out of 20 for Preference.
- 10.1.2. Section 14.1.1 shall not apply if this bid has a pre-qualification stage.
- 10.1.3. A joint venture or consortium must submit a consolidated B-BBEE certificate in order to earn B-BBEE points.
- 10.1.4. All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case they must submit a validly commissioned affidavit QSEs that do not meet level 1 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS.
- 10.1.5. An EME or QSE with 100% black ownership qualifies at a Level One.
- 10.1.6. An EME or QSE with more than 51% black ownership qualifies at a Level Two.
- 10.1.7. If black ownership of an EME is below 51%, it qualifies at a Level Four.
- 10.1.8. If black ownership of a QSE is below 51%, it is required to be measured in terms of the QSE

10.2. PRICE

- 10.2.1. If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of the PPPFA.
- 10.2.2. Price must be reflected Excluding and Including VAT.
- 10.2.3. All prices must include disbursements.(delivery, imaging etc)
- 10.2.4. Prices must be firm. Bidders are not allowed to submit multiple quotations
- 10.2.5. Price adjustments based on ROE fluctuations, would be allowed only on the imported contents of the commodity and to meet only the suppliers' additional costs of the imported content. Bidders are required to submit proof of such fluctuations (receipts for goods purchased at higher ROE as compared to the ROE at the time of submitting a tender) with their application for ROE adjustment. TCTA will only consider such applications after 120 days validity of the bid

10.3. PREFERENTIAL POINTS CALCULATION

The weighting of the evaluation criteria is as follows:

Price = 80 Points

B-BBEE = 20 Points

Total = 100 Points

11. STAGE 7: SUPPLIER VETTING

TCTA reserves the right to disqualify a successful bidder who/whose:

- 11.1. Submits fraudulent information or information that they do not have to authority to submit;
- 11.2. Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
- 11.3. Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- 11.4. Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder. If a bidder has a director and/or shareholder who is employed by an organ of state, they must submit a letter from the relevant organ of state stating that they are allowed to do remunerative work outside of their employment contract and that they are not prohibited from doing business with other organs of state; and
- 11.5. Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

12. CONDITIONS OF BID

Any bid submission that does not meet the conditions of bid may be rejected and not evaluated at all. Such a bid submission will not be acceptable.

12.1. COSTS OF BIDDING

- 12.1.1. Bidders shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA or attending the compulsory briefing session.
- 12.1.2. TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable a non-refundable fee for documents may be charged.

12.2. CLARIFICATIONS

- 12.2.1. All questions or queries regarding the Request for Bid must be directed to the person stated

on the front page of this document, stating the relevant Bid number in the subject field, at least five business days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.

- 12.2.2. TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.
- 12.2.3. Should a Bidder fail to submit and/or complete non-mandatory annexures, TCTA will call upon the Bidder to complete and submit such annexures. TCTA reserves the right to request clarity to remove any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested non-mandatory documents or schedules within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder and no mandatory annexures, mandatory documents and/or mandatory schedules shall be requested after the tender closing date and time.

12.3. AMENDMENTS

- 12.3.1. TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least ten (10) working days prior to the stipulated closing date and time.
- 12.3.2. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 12.3.3. TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 12.3.4. TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 12.3.5. TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.
- 12.3.6. In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

12.4. MODIFICATION, ALTERATION OR SUBSTITUTION AND/OR WITHDRAWAL OF A BID SUBMISSION

- 12.4.1. Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time prior to the stipulated closing date and time.
- 12.4.2. Any amendment or alteration to the Bid documents must be received before the closing date and time of the Bid as stipulated in the Special conditions of Bid. The words "Amendment to Bid" and the description of the Bid must be clearly reflected on the envelope containing the documents or courier packaging as referred to in Condition 13.3.
- 12.4.3. No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.
- 12.4.4. TCTA reserves the right to request Bids for clarification needed to evaluate their Bids, however, such request for clarification shall not allow or entitle Bidders to change the substance or price of their Bids after Bid opening. Any request for clarification and the Bidder's responses will be made in writing.

12.5. VALIDITY PERIOD

- 12.5.1. All Bid Submissions must remain valid from the stipulated closing date and time of the Request for Bid for the period stated in this Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.
- 12.5.2. If TCTA issues a request to extend the validity period, failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission.
- 12.5.3. If a bidder rejects the extension of validity period with no further comments. The bidder's rejection shall be accepted as a withdrawal from the bid process.
- 12.5.4. If a bidder rejects the extension of the validity period and requests an adjustment to their bid price. Such adjustment must be in line with the Consumer Price Index applicable at the time of request for extension and/or a recognised industry pricing guide. Adjustments outside of these parameters or for any other reason will not be acceptable and the bidders original bid price shall be deemed to be applicable for the extended validity period.

12.6. CONFIDENTIALITY

All Bid Submissions received by TCTA will remain in TCTA's possession. Save as may be required by law or by any court of competent jurisdiction or similar body having appropriate jurisdiction, no information contained in or relating to any Bid Submissions will be disclosed to any other parties.

12.7. RIGHT NOT TO AWARD

TCTA reserves the right, at its sole discretion, not to award to any of the Bidders or to cancel a Bid in line with regulation 13 of the Preferential Procurement Regulations, 2017:

- 12.7.1. Due to changed circumstances; there is no longer a need for the goods or the services specified in the invitation;
- 12.7.2. Funds are no longer available to cover the total envisaged expenditure;
- 12.7.3. No acceptable Bid is received; or
- 12.7.4. There is material irregularities in the Bid process

12.8. TERMS AND CONDITIONS OF CONTRACT

12.8.1. Once the successful bidder is issued with a Letter of Award, a pre-liminary contract will be deemed to have been concluded between TCTA and the successful Bidder, which contract will include the following documents:

- 12.8.1.1. The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;
- 12.8.1.2. The relevant Bid Submissions;
- 12.8.1.3. The letter of acceptance to the successful Bidder/s; and
- 12.8.1.4. Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and
- 12.8.1.5. The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.

12.8.2. The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable

12.8.3. In the event that TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid, without liability of any nature, and to conclude an agreement with any other Bidder as may be necessary to meet TCTA's requirements.

12.8.4. Variations

No variations to the contract price will be accepted within 6 months from the date of award, unless otherwise stipulated in the Letter of Award.

12.8.5. Performance Management

12.8.5.1. This contract shall be subject to performance management in line with TCTA’s Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder’s blacklisting within TCTA or other organs of state.

12.8.5.2. If the final signed contract between the parties does not stipulate the number of times performance management meetings shall be held, they must be held as outlined below.

More than 3 years	once every month;
1 year to 3 years	once every 3 (three) months
6 months to 1 year	at least twice in the contract’s duration
Less than 6 months	at least once in the contract’s duration

12.8.6. Communication

The successful bidder must forward all communication in respect to this contract to the Contract Manager stipulated in the Letter to Award.

12.9. SUBCONTRACTING AFTER AWARD

The successful bidder:

- 12.9.1. May only subcontract this scope of work no less than 6 (six) months after award;
- 12.9.2. May only subcontract with the prior written approval from the Contract Manager appointed by TCTA.
- 12.9.3. May only sub-contract more than 25% of the contract to a third party that has a B-BBEE status level that is more or equal to that of the successful bidder unless the third party is an EME capable of executing the contract.

12.10. CESSION OF RIGHTS

- 12.10.1. The successful bidder may cede their rights to a third-party provided that:
 - 12.10.1.1. The cession does not take place less than 6 (six) months from the date of award;
 - 12.10.1.2. The third-party is registered on the CSD;
 - 12.10.1.3. The third-party has a BBEE status level of contributor equal to or higher than that of the successful bidder;

12.10.1.4. The parties prepare a draft a cession agreement that meets all the legal requirements on a template of their own choosing and at their own legal costs; and

12.10.1.5. The cession agreement is submitted for vetting by TCTA prior to signature.

12.10.2. TCTA may reject the cession should it not meet the requirements set out above and provide reasons to the supplier.

12.11. NOTIFICATION OF UNSUCCESSFUL BIDDERS

12.11.1. In the event that no correspondence or communication is received from TCTA within the validity period, the relevant Bid Submissions submitted will be deemed to be unsuccessful.

12.12. PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES

12.12.1. No Bidders shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:

12.12.2. Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or

12.12.3. Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or

12.12.4. Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.

12.12.5. TCTA shall be entitled to disqualify any Bidder/s if it has reason to believe that any conduct relating to that set out in Condition 16.1 above has occurred.

12.13. FRONTING

12.13.1. The TCTA supports the spirit of Broad Based 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 TCTA condemns any form of fronting.

- 12.13.2. TCTA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the Bidder to prove that fronting does not exist.
- 12.13.3. 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, by National Treasury, to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder concerned.

12.14. JOINT VENTURE OR CONSORTIUM

- 12.14.1. TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, in order to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.
- 12.14.2. The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:
- 12.14.2.1. Control
 - 12.14.2.2. Management
 - 12.14.2.3. Operations
- 12.14.3. The joint venture or consortium agreement:
- 12.14.3.1. Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.
 - 12.14.3.2. Must record the percentage participation by each member.
 - 12.14.3.3. Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;
 - 12.14.3.4. Must provide for the establishment of a management body for the joint venture or consortium;

- 12.14.3.5. Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;
- 12.14.3.6. Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;
- 12.14.3.7. Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and
- 12.14.3.8. Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;

12.14.4. Right to review the joint venture or consortium agreement

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out in 18.2 above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

12.14.5. Amendment of the joint venture or consortium agreement

The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

12.15. PAYMENT PROCESS

- 12.15.1. Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt.
- 12.15.2. Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.
- 12.15.3. No payment shall be made unless the following information has been presented to TCTA to its satisfaction:
 - 12.15.3.1. VAT registration certificate, if the successful Bidder is a VAT vendor;
 - 12.15.3.2. Without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or
 - 12.15.3.3. Statement setting out details of services rendered, accompanying invoice.
 - 12.15.3.4. Statement of account detailing cumulative costs claimed from contract inception against the contract amount.

- 12.15.4. All invoices shall contain a Purchase Order number, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.
- 12.15.5. Payment will only be made against original invoices which complies with the requirements of the VAT Act. Failure to remit fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.

ANNEXURE A: SBD 1 – REQUEST FOR BID

PART A: REQUEST FOR BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURE OR CONSORTIUMS / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

ANNEXURE B: SBD 4 – DECLARATION OF INTEREST

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 the following particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

2.3.1 If so, furnish the following particulars:

.....

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

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

ANNEXURE C: SBD 6.1 – IN TERMS OF PPR 2017

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES NO

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES NO

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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

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

ANNEXURE D: SBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Request for Bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that

the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT):

CAPACITY:

SIGNATURE:

NAME OF FIRM:

DATE:

WITNESSES	
1.
2.

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

APPENDIX 1: MANDATORY REQUIREMENTS – TECHNICAL SPECIFICATIONS

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops	Comply to spec Y/N
Operating System	Windows 11 Enterprise (Further applications will be provided for imaging)	Windows 11 Enterprise (Further applications will be provided for imaging)	Windows 11 Enterprise (Further applications will be provided for imaging)	
CPU	Intel® Core™ i7-1265U (1.8 GHz base frequency, up to 4.8 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores, 12 threads), supports Intel® vPro® Technology	Intel® Core™ i7-1265U (1.8 GHz base frequency, up to 4.8 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores, 12 threads), supports Intel® vPro® Technology	Intel® Core™ i7-1265U (1.8 GHz base frequency, up to 4.8 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores, 12 threads), supports Intel® vPro® Technology	
Memory(min- expandable)	32 GB DDR4 3200 (Must be Upgradeable to 64GB)	32 GB DDR4 3200 (Must be Upgradeable to 64GB)	32 GB DDR4 3200 (Must be Upgradeable to 64GB)	
Hard Disk	512 GB PCIe® Self Encrypted OPAL2 NVMe	512 GB PCIe® Self Encrypted OPAL2 NVMe	512 GB PCIe® Self Encrypted OPAL2 NVMe	
Graphics	Integrated Intel Iris X Graphics	Integrated Intel Iris X Graphics	Intel® UHD Graphics 770	
Keyboard	Spill resistant backlit keyboard	Spill resistant backlit keyboard	Wireless full-size keyboard + optical mouse	
Security	TPM 2.0	TPM 2.0	TPM 2.0	
Fingerprint Reader	Sensor/Required	Sensor/Required	Sensor/Required	
Warranty	3 Year Next Business Day Onsite Warranty with Disk media retention (keep your Hard Drive).	3 Year Next Business Day Onsite Warranty with Disk media retention (keep your Hard Drive).	3 Year Next Business Day Onsite Warranty with Disk media retention (keep your Hard Drive).	
Display Size	13.8 cm (13.3") diagonal, FHD (1920 x 1080), UWVA eDP 1.2 w/o PSR anti-glare, LED, narrow bezel, touch-on-panel screen,	39.6 cm (15.6") diagonal FHD UWVA eDP anti-glare narrow bezel bent touch-on-panel screen, 250 nits, 45% NTSC for HD + IR	68.6 cm (27") diagonal, QHD (2560 x 1440), touch, IPS, anti-glare, 250 nits, 72% NTSC + IR Camera	

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops	Comply to spec Y/N
	250 nits, 45% for HD + IR camera	camera and WWAN (1920 x 1080)		
Pointing Device	Clickpad with multitouch	Clickpad with multitouch	Wireless Optical mouse	
Ports	2 x SuperSpeed USB Type-A 5Gbps signaling rate (USB Power Delivery); 1x Thunderbolt™ 4 with USB4™ Type-C® 40Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4); 1 x RJ-45(Must Be integrated) 1 x Headphone/Microphone combo; 1 x HDMI 2.0; 1 x AC power, 1 x Smart Card Reader	3 x SuperSpeed USB Type-A 5Gbps signaling rate (1 charging); 1 x Thunderbolt™ 4 with USB4™ Type-C® 40Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4) ; 1 x RJ-45(must be integrated) ; 1 x headphone/microphone combo; 1 x HDMI 2.0; 1 x AC power ; 1 x Smartcard reader, (optional)1 x Nano SIM slot for WWAN	Left side: 1 x headphone/microphone combo Right side: 1 SuperSpeed USB Type-C® 10Gbps signaling rate (charging); 1 x SuperSpeed USB Type-A 10Gbps signaling rate Rear Side: 1 x RJ-45; 1 x HDMI 2.0a; 2 x SuperSpeed USB Type-A 10Gbps signaling rate; 2 x SuperSpeed USB Type-A 5Gbps signaling rate; 1 x Dual-Mode DisplayPort™ 1.4; 1 x SuperSpeed USB Type-C® 20Gbps signaling rate, 5-in-1 SD media card reader	
Webcam	720p HD Camera + IR Camera with Temporal Noise Reduction	720p HD Camera + IR Camera with Temporal Noise Reduction	5 MP IR camera	
Connectivity	Intel® Wi-Fi 6E AX211 (2x2) and Bluetooth® 5.2 M.2 combo, vPro®; Intel® I219-LM GbE, vPro®	Intel® Wi-Fi 6E AX211 (2x2) and Bluetooth® 5.2 M.2 combo, vPro®; Intel® I219-LM GbE, vPro®	Intel® Wi-Fi 6E AX211 (2x2) and Bluetooth® 5.2 M.2 combo, vPro®; Intel® I219-LM GbE, vPro®	
Battery	Long Life 3-cell, 42 Wh Polymer with 3 Year Battery Warranty, 11 hours battery Life	Long Life 3-cell, 51 Wh Polymer with 3 Year Battery Warranty, 11 hours battery Life	N/A	
External Keyboard & Mouse	Wireless full-size keyboard + optical mouse (Must be same Brand as Notebook)	Wireless full-size keyboard + optical mouse (Must be same Brand as Notebook)	N/A	
Stand	N/A	N/A	Height Adjustable Stand	

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops	Comply to spec Y/N
Audio	high performance integrated stereo speakers, and Mic	high performance integrated stereo speakers, and Mic	high performance integrated stereo speakers, and Mic	
Docking station/Port Replicator (must be the same brand as laptop and carry the 3 year onsite warranty)	Front side: 1 x USB-C data/power out, (USB 3.2 Gen 2 10 Gbps Data only) Right side: 1 x Kensington Standard Lock Slot; 2 x USB 3.2 Gen 1 ports - 1 on each side (charging) (5 Gbps) Back side: 2 x USB 3.2 Gen 1 (charging ports when docked) (5Gbps); 1 x HDMI 2.0 port; 2 x DisplayPort 1.4 ports; 1 x AC adapter port; 1 x Ethernet port; 2 internal NIC cards to support 1Gb and 2.5Gb Ethernet; 1 x USB-C DP alt mode port; 1 x Thunderbolt™ 4 port	Front side: 1 x USB-C data/power out, (USB 3.2 Gen 2 10 Gbps Data only) Right side: 1 x Kensington Standard Lock Slot; 2 x USB 3.2 Gen 1 ports - 1 on each side (charging) (5 Gbps) Back side: 2 x USB 3.2 Gen 1 (charging ports when docked) (5Gbps); 1 x HDMI 2.0 port; 2 x DisplayPort 1.4 ports; 1 x AC adapter port; 1 x Ethernet port; 2 internal NIC cards to support 1Gb and 2.5Gb Ethernet; 1 x USB-C DP alt mode port; 1 x Thunderbolt™ 4 port	N/A	
Device management	Proactive device management in a single platform monitoring hard drives, CPU usage, thermal levels, and battery health, Diagnose performance issues, software errors, blue-screen-of-death crashes, and system usage, updating drivers and patches, automated call logging at a click of a button direct to OEM, license must be valid for 3 Years	Proactive device management in a single platform monitoring hard drives, CPU usage, thermal levels, and battery health, Diagnose performance issues, software errors, blue-screen-of-death crashes, and system usage, updating drivers and patches, automated call logging at a click of a button direct to OEM, license must be valid for 3 Years	Proactive device management in a single platform monitoring hard drives, CPU usage, thermal levels, and battery health, Diagnose performance issues, software errors, blue-screen-of-death crashes, and system usage, updating drivers and patches, automated call logging at a click of a button direct to OEM, license must be valid for 3 Years	

Description	13.3" Laptops	15.6" Laptops	All-in-one Desktops	Comply to spec Y/N
Laptop Bags	Backpack (3 compartments + 2 pockets) Must be same Brand as laptop	Backpack (3 compartments + 2 pockets) Must be same Brand as laptop	N/A	

APPENDIX 3 – PRICING SCHEDULE

Table 3 Mandatory Requirements – Pricing Schedule as per Table 1.1. 1.2, 1.3 & 1.4

No	Service	Unit Price	Quantity	Total Price (Incl VAT)
1	13.3" Laptops	R	180	R
2	15.6" Laptops	R	30	R
3	All in one Desktops	R	10	R
4	External Keyboard and mouse	R	260	R
5	Laptop Bags	R	210	R
6	Docking Station	R	250	R
7	27" Desktop Screens	R	260	R
8	Tablets with accessories	R	14	R
9	Provisional sum for repairs/replacement of equipment not covered by standard OEM Warranty	Sum	1	R100 000.00
TOTAL TENDER AMOUNT inclusive of ALLL Costs				R
Note: * Execution of the provisional sum shall be on instruction by the TCTA only. Bidders must not delete or amend the sum inserted in the "Total Price (incl VAT)" column. The above pricing will include support for the 3-year period.				
State the % of the contract which will be subject to the exchange rate variation				
Which exchange rate is in use eg R/\$, R/€				



APPENDIX 4 – REQUEST FOR ACCESS TO TCTA PREMISES

BID NUMBER: 056/2022/EWSS/DESKTOPS/RFB

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF DESKTOPS AND LAPTOPS, INCLUDING WARRANTY AND SUPPORT FOR A PERIOD OF THREE YEARS.

BRIEFING SESSION DATE: 14 DECEMBER 2022

TIME: 11:00AM

I hereby request for a pin code to access TCTA premises for the briefing session of the abovementioned tender.

NAME OF BIDDER :

FULL NAME & SURNAME OF BIDDER'S REPRESENTATIVE:

ID NUMBER OF BIDDER'S REPRESENTATIVE:

SIGNATURE OF BIDDER'S AUTHORISED PERSON

DATE: