

WALTER SISULU UNIVERSITY



TENDER

Tender Notice:

Provision and maintenance of ICT End User Devices

Issued: 1st February 2011

Closing date: 18th February 2011

Time: 12:00

1 TITLE

WSU requires a three (3) year contract for the provision and services of End user ICT devices for WSU.

2 Invitation to Tender

The purpose of this invitation to tender is to invite potential suppliers to submit bids that will allow the University to evaluate options available for the provision and maintenance of end user devices as per the Terms of Reference (ToR) attached to this document.

Based on the quality of the bids submitted, the University intends to select preferred supplier(s) with a view to concluding a Service Level Agreement (SLA) where applicable with such successful bidder. The bid will be evaluated in terms of the Preferential Procurement Policy Framework Act (PPPFA) No 5 of 2000 and Preferential Procurement Regulations (PPR) of 2001, using 90/10 preference point system.

A valid tender will constitute of the following documents:

- a) A properly completed tender offer and declarations form with the original signature/s of the appropriately delegated employee/s or owner of the bidding company. – See Annexure B.
- b) A tender submission explaining the full scope of the work tendered for in line with the ToR – See Annexure D.
- c) Prices must be all inclusive (including VAT) and the proposed price must be signed with the original signature/s of the appropriately delegated employee/s or owner of the bidding company
- d) An original tax clearance certificate that will remain valid on the advertised closing date of the tender.
- e) Any documents that serve as supporting documents to the above (properly referenced to the information it supports).

This document includes the following annexure which the bidders need to familiarize themselves with and use to prepare their submissions:

- **Annexure A:** Contact Information
- **Annexure B:** Tender Offer & Declaration of Interest
- **Annexure C:** Application for Tax Clearance Certificate
- **Annexure D:** Specification
- **Annexure E:** General Conditions of Tender
- **Annexure F:** Preference Points Claim Form
- **Annexure G:** Pre-Qualification Check List

3 SPECIAL CONDITIONS OF TENDER

3.1 CLOSING TIME AND DATE

- 3.1.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.1.2. All bids must be submitted in a sealed envelope bearing the bid number and bid description.
- 3.1.3. All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address indicated in this document.

3.2.Submission of Tenders

- 3.2.2. Tenders must be submitted in a sealed envelope if a tender submission is not in an appropriately sealed envelope or package, it may invalidate the tender and lead to disqualification from the tender process.
- 3.2.3. All tenders must be hand delivered at the following address:

Physical Address:

**Walter Sisulu University
Procurement Section
Mthatha
5117**

OR

**Walter Sisulu
University
Heritage Building,
Station Street
Buffalo City
5200**

3.3. ENQUIRIES

No claim shall exist by any supplier/service provider WSU, the Accounting Officer or the Tender Committee for any reason arising out of the tender including but not limited to, the decision taken by WSU in respect of its choice of supplier, the process followed.

- 3.3.1. Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s mentioned below:

Technical ToR:

Mr. M. Magewu

Telephone: 043 – 703 8509

E-mail: mmagewu@wsu.ac.za

Bid Documentation:

Mrs M. Zondo

Telephone: 047- 502 2344 or 071 858 4447

E-mail: mzondo@wsu.ac.za.

3.4. Partial Submissions

Partial submissions will not be accepted as valid tenders.

3.5. BID BRIEFING

No compulsory briefing will be held for this tender

3.6. Non-refundable Levy

A compulsory non-refundable levy of R500 is payable at the following bank account:

FNB Mthatha Main Branch

Name of Account Hold : **WSU Main Account**
Account Number : **62099126601**
Branch code : **210521**
Reference : **Tender No: WSU02/2011/Travel**

NB: A proof of payment must accompany the submission.

3.7. Tax Clearance Certificate

- 3.7.1. Failure to provide an original tax clearance certificate (a certificate of good standing) from the South African Revenue Services will invalidate the tender and lead to disqualification from the tender process (*ref. para. 16 of the Preferential Procurement Regulations, 2001*).

- 3.7.2. Should the name of the bidder differ from the name used on the tax clearance certificate, supplementary documentation that proves the legal link between the bidder and the tax certificate need to be provided (e.g. company registration forms indicating the name change, etc.).
- 3.7.3. An original tax clearance certificate must be valid on the closing date of the tender. It will, however, be expected that a valid tax clearance certificate is available at the point where the tenders are awarded.
- 3.7.4. In terms of a joint venture that is still at an early stage of establishment the partners will be required to submit separate tax certificates per partner.

3.8. Proven Track Record

- 3.8.1. Bidders must have a proven track record in the industry relevant to the services required in terms of this tender. In this instance supporting documentation must be supplied with the tender submission (e.g. involvement with previous similar projects, names and contact details of current and former customers, media reports, etc.)
- 3.8.2. Tender submissions that fail to substantiate the track record of the bidder may invalidate the tender and lead to disqualification from the tender process

3.9. Firm Prices & Currency

- 3.9.1. Definition: "Firm price" is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding on the contractor and demonstrably have an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 3.9.2. Prices in terms of this tender will be regarded as firm for a period of 6 (SIX) months after the closing date of the tender.
- 3.9.3. Prices may not be flexed in terms of the exchange rate unless the rate fluctuates by more than 10% compared to rate applicable on the date the tender closes. The University reserves the right to cancel the tender should the exchange rate fluctuate by more than 10%.
- 3.9.4. Changes in prices after the tender has been awarded may only occur on mutual consent of WSU and the supplier.

3.10. Confidentiality & Information Security

- 3.10.1. All elements of information shared with or obtained by, bidders, suppliers and service providers in terms of this tender will be regarded confidential.
- 3.10.2. All elements of a tender process, including the evaluation and interview processes will be treated as confidential until the announcement of the successful bidder/s.
- 3.10.3. All information collected and provided before, during or after this tender must be properly secured in terms of global best practices, with appropriate backups being regularly and safeguarded against theft and damage.
- 3.10.4. A WSU supplier or service provider may only share or use company information after being given written permission to do so, by at least a Senior member of the WSU management.

3.11. Payment Conditions (Advances)

- 3.11.1. Payments will only be made on the provision of a valid tax invoice by the supplier 30 (thirty) days after the date of delivery.
- 3.11.2. No advance for/of payment will be allowed.
- 3.11.3. In any instance where multiple invoicing is applicable, the supplier must provide accounts statements at least monthly.

3.12. Interviews with Short Listed Bidders

- 3.12.1. In terms of the tender evaluation process short listed bidders may be requested to deliver a presentation of their services. This will entail the bidder being invited to a venue as determined by the tender committee. All transport and accommodation costs incurred by the bidder will be for bidders account and not reimbursive in any way.
- 3.12.2. Failure to attend a scheduled interview will lead to immediate disqualification from the tender process.
- 3.12.3. The University reserves the right to appoint a bidder without conducting interviews.

3.13. Contract period

- 3.13.1. The contract period will be from the date of appointment letter or SLA was signed up to the completion of the report to the satisfaction of WSU or an agreed upon date by the parties. Contract period of three years

3.14. Acceptance of Tenders

- 3.14.1. The successful/unsuccessful bidder(s) will be notified by mail of the acceptance/non acceptance of their tender(s)
- 3.14.2. The University, the Accounting Officer and the Tender Committee (as the case may be) does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the University even if it implies a waiver by the University, the Accounting Officer, or the Tender Committee, (as the case may be) of certain requirements which the University, the Accounting Officer, the Tender Committee , (as the case may be) considers to be of minor importance and not complied with by the bidder
- 3.14.3. The WSU will not entertain any request of feedback before the final awarding of the contract.

3.15. Cancellation of tender

- 3.15.1. The WSU retains its right to cancel any tender without notice or specifying reasons.
- 3.15.2. A tender may be cancelled and re-advertised should the committee direct so, due to inadequate responses or due to a major change in ToR or procurement procedure.

3.16. Status of Special Conditions of Tender and Tender ToR

- 3.16.1. If any of these special conditions or tender ToR in this invitation to tender document are in conflict with the "General Terms and Conditions of Tenders invited by the WSU (See Annexure E) then these special conditions, and/or tender ToR, shall apply.

3.17. PRICING

- 3.17.1. Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.
- 3.17.2. It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing.

3.18. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest together with the bid. The declaration of interest is attached as ANNEXURE B.

3.19. CONSORTIUM / JOINT VENTURE

- 3.19.1. It is recognized that bidders may wish to form consortia to provide the Services.
- 3.19.2. At least 30% of the charges, such as services shall be given to a Small Medium and Micro Enterprise (SMME).
- 3.19.3. A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
- 3.19.4. It shall be signed so as to be legally binding on all consortium members;
- 3.19.5. One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 3.19.6. The lead member shall be the only authorized party to make legal statements, communicate with the Tender Committee and/or the WSU and receive instructions for and on behalf of any and all the members of the consortium;
- 3.19.7. A copy of the agreement entered into by the consortium members shall be submitted with the bid.

3.20. PREFERENCE POINTS CLAIM FORMS

Annexure F contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

3.21. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (ninety)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

3.22. NO RIGHTS OR CLAIMS

- 3.22.1. Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the University, the Accounting Officer, or the Tender Committee. The University, the Accounting Officer, or the Tender Committee (the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 3.22.2. Neither the University, the Accounting Officer, the Tender Committee, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

3.23. COMPETITION

- 3.23.1. Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 3.23.2. In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 3.23.3. If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 3.23.4. Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

3.24. EVALUATION CRITERIA

The following evaluation criteria will be utilized to determine a suitable service provider.

- 3.24.1. All quotations will be evaluated in terms of Preferential Procurement Policy Framework.
- 3.24.2. There will be a three stage evaluation process comprising of Stage 1-Pre-qualification evaluation, Stage 2-Risk assessment and Stage 3-90/10 Preference Point Scoring System where 90 points out of 100 allocated for price and 10 points out of 100 will be for BEE goals
- 3.24.3. 1st Stage: Pre-qualification evaluation

The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the ToR issued. The following criteria shall apply:

- The bid documentation has been completed comprehensively and correctly.
- Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 3.20 of Special conditions).
- Bidders must have provided supporting documentation as per the bid specification schedule requirements including valid South African Revenue Services (SARS) taxation clearance certification in original form with the bid.
- Proof of partnership with the manufacturer (i.e. If applicable)
- Bidder must be authorized resellers of the devices that they will supply. Bidders to provide a proof.

- All devices must be SABS Approved (i.e. WSU reserves the right to contact SABS directly for verification).
- **Failure to submit SARS certificate with the bid will invalidate your bid.**
- **The proposed goods must meet the specification requirements.**
- **Ensure that all documents requested are submitted.**

3.24.4. Stage 2: Risk Assessment: The risk assessment is to identify the capabilities, performance and functionality of bidders in order to obtain the best quality services.

No	Description	Weight
1	Track Record: Company must supply references of similar projects with comparable size as WSU. Points will be allocated based on the number of relevant references supplied. 5 References 25 4 References 20 3 References 15 2 References 10 1 Reference 5	25
2	Attractiveness of Proposal - Value Added (e.g. Internship to students) - At least 30% of business to SMME	25
3	Financial Stability. Bidder must supply their audited 2009 financial report and Bank Ratings Good Rating = 25 Bad Rating = 0	25
4	Experience Number of years of experience. 1 – 3 yrs = 5	25

	4 – 6 yrs = 10	
	7 – 9 yrs = 18	
	10 yrs and More = 25	

NB: The threshold for bidders is 70%, any other bidder that scores below will be eliminated.

- 3.24.5. Final Stage: A 90/10 Preference Point system will be used to determine the score for each company. 90 points out of 100 allocated for price and 10 points out of 100 will be for BEE goals.

EVALUATION CRITERIA LINKED TO NUMERIC VALUES

Criteria	Weight
Price Evaluation	90
BEE	10
TOTAL:	100

4. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER

4.3. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The Service Provider :-

- acknowledges that he is fully aware of the terms and conditions of the Act;
- acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- agrees to comply with all rules and regulations implemented by or on behalf of WSU at the relevant Institution in covering letter relating to health and safety and will inform WSU immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations

4.4. BREACH AND TERMINATION

Bidders are referred to Paragraph 21 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

The service provider shall ensure that at all times he/she complies with all the relevant laws applicable.

4.5. LOSS AND DAMAGE

Service Provider hereby indemnifies the University, and will hold the University harmless, against any loss or damages which the University may suffer, or any claims lodged against the University by any third party arising out of or relating to any loss that the University or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Service Provider or the failure of Service Provider to provide the Services in accordance with the provisions of the contract.

4.6. SUB-SERVICE PROVIDERS

Service Provider may only sub-contract its obligations under the contract with the prior written consent of WSU (or any other authorized authority) and then only to a person and to the extent approved by WSU or such authority and upon such terms and conditions as WSU or such authority require. It is recorded that where such consent is given Service Provider shall remain liable to WSU for the performance of the Services.

ANNEXURE A:

CONTACT INFORMATION

Note: All tenderers are required to complete this section and to include it in their submission. Failure to do so may render a tender invalid and may be grounds for rejection.

Company Name:	
(IN CASE OF A CONSORTIUM) FULL DETAILS OF CONSORTIUM MEMBERS:	
NAME OF CONTRACTING COMPANY IN CASE OF A CONSORTIUM	
CONTACT DETAILS OF RESPONSIBLE PERSON WHO WILL ACT ON BEHALF OF THE COMPANY/CONSORTIUM	
Name and Surname:	
Telephone number:	
Fax number:	
Cellular number:	
e-Mail address:	
ALTERNATIVE CONTACT DETAILS OF RESPONSIBLE PERSON WHO WILL ACT ON BEHALF OF THE PERSON ABOVE SHOULD HE/SHE NOT BE AVAILABLE	
Name and Surname:	
Telephone number:	
Fax number:	
Cellular number:	
e-Mail address:	

ANNEXURE B:

TENDER OFFER & DECLARATION OF INTEREST

1. Tender Offer

1.1 I/We hereby tender to supply all of the supplies and to render all of the services described in the attached documents to the Walter Sisulu University (WSU) on the terms and conditions and in accordance with the ToR stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms specified.

1.2 I/We agree that –

(a) the offer herein shall remain binding upon me/us and open for acceptance by the Tender Committee during the validity period indicated and calculated from the closing time of the tender;

(b) this tender and its acceptance shall be subject to the terms and conditions within the “invitation to tender” documents, the “tender ToR” and the “general terms and conditions of tender”

as contained in the documents received, with which I am/we are fully acquainted;

I if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the WSU may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the WSU and I/we will then pay to the WSU any additional expense incurred by the WSU having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the WSU shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the WSU may sustain by reason of my/our default;

(d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic (full address of this place)

1.3 I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

1.4 I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

1.5 I/We hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

2. DECLARATION OF INTEREST

2.1 Any legal person, including persons employed by the University, or persons who act on behalf of the University or persons having a kinship with persons employed by the University, including a blood relationship, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the University, or to persons who act on behalf of the University, or to persons connected with or related to them, it is required that the tenderer or his authorised representative shall declare his position *vis-à-vis* the evaluating authority and/or take an oath declaring his interest, where –

§ The tenderer is employed by the University or acts on behalf of the University ; and or

§ The legal person on who's behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(s) or where it is knows that such a relationship exists between the person or persons for or on whose behalf the declarent acts and persons who are involved with the evaluation of the tender.

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

1.1	Are you or any person connected with the tenderer, employed by the University?	*YES/NO
1.1.1	If so, state particulars	
1.2	Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed in the University concerned, with University, or its administration and who may be involved with the evaluation or adjudication of this tender?	*YES/NO
1.2.1	If so, state the particulars	
1.3	Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the University concerned, University or its administration, who may be involved with the evaluation or adjudication of this tender?	*YES/NO
1.3.1	If so, state particulars	

Signature of Declarant		Tender number		Date
Position of Declarant		Name of Company or Tenderer		

*** Delete whichever is not applicable**

ANNEXURE C:

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APPLICATION FOR TAX CLEARANCE CERTIFICATE

(IN RESPECT OF TENDERS)

IT IS A CONDITION OF TENDER THAT –

1. It is an absolute requirement that the taxes of the successful contractor MUST be in order, or than suitable arrangements have been made with the Receiver of Revenue to satisfy them.

2. The Application for Tax Clearance Certificate (in respect of tenders), must be completed by the tenderer in all respects and submitted to the Receiver of Revenue where the tenderer is registered for income tax purposes. That Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original with the tender that is before the closing time and – date of the tender. Failure to submit an original and valid Tax Clearance Certificate MAY invalidate your tender.

3. Each party to a Consortium/Sub-contractors must complete a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at any Receiver's Office and are included below.

4. The Tax Clearance Certificate and the name of the tenderer (consortium member) must correlate.

ANNEXURE C :

APPLICATION FOR TAX CLEARANCE CERTIFICATE

(IN RESPECT OF TENDERS)

1.Name of taxpayer/tenderer:			
2.Trade name:			
3.Identification number:			
4.Company/Close Corporation registration number:			
5.Income tax reference number:			
6.VAT registration number (if applicable):			
7.PAYE employers' registration number (if applicable):			
Contact person requiring Tax Clearance Certificate:	Signature		
Name:			
Telephone number:	Code:	Number:	

Address:	

Date: 20_____/_____/_____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND/OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

ANNEXURE D:

SPECIFICATION / TERMS OF REFERENCE

4.7. Terms of Reference

WSU needs the selected company to provide

- End user devices which include Personal Computers (PC'S), Laptops and thin client Computers contained in section 4.7
- Sale of end user devices to students and staff with the same pricing given to the institution. They are approximately 25000 students and 3000 staff members.
- Establish computer retailing outlet's at specified sites (Mthatha, Butterworth, Queenstown and Buffalo City)
- Provide repair and warranty services for students, staff and the Institution locally at the respective campuses.
- Repairs of existing computer devices, namely Acer, Mercer and Hewlett Packard computers that currently exist at WSU.
- The preferred supplier is expected to provide internship programs to WSU students who are senior students enrolled towards an Information Technology User support stream.

The successful vendor/ Consortium must provide:

- Telephonic Helpdesk /Call centre facilities for hardware and standard software support
- The company will be responsible for its own security at the various WSU sites and will liaise at all times with the WSU security division so as to try and ensure safety of the retailer's goods at all times.

Value Added Services

- Provide a financing loan scheme facility for students
- Marketing of services to students in conjunction with WSU marketing division
- Other Value added services provided that are approved by WSU.
- Insurance services for computer devices and other associated peripherals
- Pre load computers with software provided or specified by WSU
- 3 year Warranty period

Requirements

- Bidders must provide a minimum three year warranties on all devices supplied.
- The bidder must supply the total cost based on the table below.

The supplier will become the preferred provider to Walter Sisulu University for the items outlined that the University may need from time to time.

WSU institutional Device Requirements for the next three years.

4.8. List of Items

NO:	Device & Service To WSU	Expected QUANTITY
	<u>Devices</u>	
1	High End Desktop Computer	400
2	Standard Desktop	2000
3	Thin-client Computer	2000
4	High End Laptop	10
5	Large Screen Executive Laptop	10
6	Medium Screen Executive Laptop	20
7	Normal Screen Executive Laptop	20
8	Small Screen Executive Laptop	30
9	Low End Laptop	100
10	Netbook	50
11	eReader Device	50
12	High End Monitor	20
13	Executive Monitor	150
14	Standard Monitor	2000
15	Executive Multifunction Printer	100
16	Data Video Projector	100
	<u>Spares</u>	
1	Keyboard USB	400
2	Keyboard PS2	400
3	Mouse USB	400

4	Mouse PS2	400
5	Motherboards Intel P4 (Desktop)	150
6	Processor Intel P4 (Desktop)	150
7	Hard drive IDE 250 GB (Desktop)	150
8	Hard drive SATA 250 GB (Desktop)	150
9	Printer USB Cables	60
10	USB Disk Drive (Flash Disk) 16 GB	30
11	RAM DDR2 800 2GB Modules	150
12	RAM DDR 400 1GB Modules	150
13	Boxes of DVD – RW blanks (Spindles X 50)	50
14	Boxes of CD – RW blanks (Spindles X 50)	50
15	Power Supply 450 Watt Sata compactable	100
16	8 Port USB Hub	100
17	USB cables (1m length)	200
18	20 X DVD+RW/DVD-RW/DVD-RAM Super Multi – SATA	100
19	USB to Serial/Parallel Converter Adapter Cable	50
20	4-Port KVM Switch	10
21	USB LAN Converter (Ethernet) RJ45	10
22	SATA HDD 250GB Laptop	150
23	IDE HDD 160GB Laptop	150
24	HP 9010 Power adaptor Laptop	50
25	HP 6720S Power adaptor Laptop	30
26	HP 6110 AC adaptor Laptop	30
27	HP 6710 b AC adaptor Laptop	30
28	HP 6310 AC adaptor Laptop	50
29	ACER range AC adaptor Laptop	100
30	HP 9010 BATTERY Laptop	30
31	External SATA 2.5" Enclosure (No HDD)	30
32	External IDE 2.5" Enclosure (No HDD)	30
33	Portable External HDD 500GB	20
	Repair Services (Labour costs in time)	
1	Repairs to LaserJet printers	50
2	Repairs to DeskJet printers	50
3	Repairs to document scanners	20
4	Repairs to dot matrix printers	20
5	Repairs to data video projectors	50
6	Repairs to over head projectors	30
7	Repairs to plotters	10
8	Repairs to LCD monitors	100

9	Repairs to CRT monitors	100
10	Standard hourly Labour Rate for repair services	600 hours

4.9. Specifications

4.7.1 Thin Client Computer

- Must support:
- Microsoft Remote Desktop Protocol(RDP)
- X Window (X11R6)
- Local Java and Internet Browser
- 256MB Memory
- 10/100BaseT Ethernet
- IEEE 802.11g
- Two USB Ports
- Serial, Parallel Ports
- Auto-Deploy via DHCP/FTP
- Video Interface: VGA, DVI-D

4.7.2 High End PC

- Intel® Core™ i5-760 2.8GHz 8M L3 Cache
- 4GB Memory
- 250GB SATA HD
- Gigabit Ethernet
- Four USB ports
- Micro Tower Case
- 24x Dual Layer DVD +/- Writer

4.7.3 Standard Desktop PC

- Intel® Core™ i3-760 2.8GHz 8M L3 Cache
- 2GB Memory
- 250GB SATA HD
- Gigabit Ethernet
- Four USB ports
- Micro Tower Case
- 24x Dual Layer DVD +/- Writer

4.7.4 eReader device

- Must use the electronic ink technology to reduce glare
- Black & White Screen

- 6 Inch Screen size
- 600 x 800 Pixels Screen
- GSM, Wi-Fi
- 4GB Internal Storage
- PDF, html, mp3, ASCII Text Formats

4.7.5 Monitor

Three types of Monitors will be used namely:

- High End Monitor
- Executive Monitor
- Standard Monitor

Specifications	High End Monitor	Executive Monitor	Standard Monitor
Display size (diagonal)	55.9 cm (23")	48.3 cm (21")	43.2 cm (19")
Resolution	1680 x 1050	1440 x 900	1280 x 1024
Input signal	VGA, DVI-D, USB, Display Port	VGA, DVI-D, USB, Display Port	VGA

4.7.6 Laptops

No	Category	Specifications
1	NetBook	9" Screen, Intel Atom or Equivalent processor , 1G Memory, 16GB SSD, DVD 802.11n Wireless, Bluetooth, 10/100BaseT, webcam Linux compliant.
2	Entry Level	Intel® Processor N455 (1.66GHz), 10.1" LED LCD (1024x600), Memory, 1GB DDR3 RAM (1x1GB), 160GB HDD, 1.3 megapixel webcam, 802.11n Wireless, Bluetooth, 10/100BaseT
3	Executive Small Screen	12" WXGA screen , Intel® Core 2 Duo or Intel I range, 2GB DDR2, 250GB HDD, DVD-Super Multi, 802.11n Wireless, Gigabit LAN, 4 USB, Bluetooth, Webcam
4	Executive Standard Screen	14" WXGA screen , Intel I range, 2GB DDR2, 250GB HDD, DVD-Super Multi, 802.11n, Gigabit LAN, 4 USB, Bluetooth, Webcam
5	Executive	15" WXGA screen , Intel® Core 2 Duo Intel I

	Medium Screen	range, 4GB DDR2, 250GB HDD, DVD-Super Multi, 802.11n, Gigabit LAN, 4 USB, Bluetooth, Webcam
6	Executive Large Screen	17" WXGA screen , Intel® Core 2 Duo Intel I range, 4GB DDR2, 250GB HDD, DVD-Super Multi, 802.11n, Gigabit LAN, 4 USB, Bluetooth, Webcam

4.7.7 Dedicated Printer

Functions	Inkjet Print, copy, scan, fax
Print speed black-draft	25 ppm
Print speed colour-draft	20 ppm
Print speed black-Normal	15 ppm
Print speed colour-Normal	15 ppm
Print speed black-Laser Quality	7 ppm
Print speed colour-Laser Quality	7 ppm
Monthly duty cycle	3000 pages
Print resolution, black	600 x 600 dpi
Print resolution, colour	4800 x 1200 dpi
Paper handling standard, input	100-sheet input tray, 20-sheet automatic document feeder
Paper handling standard, output	20-sheet output tray
Scanner type	Flatbed, Automatic Document Feeder
Connectivity	USB, Ethernet, Wi-Fi

4.7.8 Projector

- XGA (1024 x 768 pixels) resolution
- contrast ratio 400:1
- 2200 lumens color, 2200 lumens white light

4.10. Delivery Sites

Supplier will be required to deliver goods and services at the following locations according to WSU requirements. WSU will NOT pay for accommodation and transportation.

- Buffalo City
- Masibulele
- Queenstown
- Ibika
- Umtata
- Potsdam
- Chiselhurst

ANNEXURE E:

General Conditions of Tender

1. Definitions 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, Walter Sisulu University – Invitation to bid, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub-Service Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1.26 "WSU" means the University of Walter Sisulu.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding

immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

4. Standards

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

5. Patent rights

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

6. Inspections ,tests and analyses

6.1 All pre-bidding testing will be for the account of the bidder.

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

6.3 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.

6.4 If the inspections, tests and analyses referred to in clauses 6.2 and 6.3 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.

6.5 Where the supplies or services referred to in clauses 6.2 and 6.3 do not comply with the contract requirements, irrespective of whether such supplies

or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

6.6 Supplies and services which are referred to in clauses 6.2 and 6.3 and which do not comply with the contract requirements may be rejected.

6.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

6.8 The provisions of clauses 6.4 to .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 21 of GCC.

7. Packing

7.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

7.2 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.

8. Delivery and documents

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

8.2 Documents to be submitted by the supplier are specified in SCC.

9. Insurance

9.1 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.

10. Transportation

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

11. Incidental Services

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

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

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

12. Spare parts

12.1 The supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

requested.

13. Warranty

13.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's ToR) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

13.2 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.

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

13.4 Upon receipt of such notice, the supplier shall, with reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

14. Payment

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

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

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

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

15. Prices

15.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in

SCC or in the purchaser's request for bid validity extension, as the case may be.

16. Contract Amendments

16.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

17. Assignment

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

18. Subcontracts

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

19. Delays in the supplier's performance

19.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

19.2 If at any time during performance of the contract, the supplier or its sub Service Provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

19.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

19.4 Except as provided under GCC Clause 22, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 20, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of penalties.

19.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to

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

20. Penalties

20.1 Subject to GCC Clause 22, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 21.

21. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 19.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

22. Anti-dumping and countervailing duties and rights

22.1 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 antidumping or countervailing right is increased in respect of any dumped or subsidized import, the University 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 Service Provider to the University or the University may deduct such amounts

from moneys (if any) which may otherwise be due to the Service Provider 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.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

23.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof.

Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

24. Termination for insolvency

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

25. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.
25.6 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

26. Governing Language

25.1 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.

27. Applicable Law

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

28. Notices

28.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

28.2 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.

29. Taxes and Duties

29.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

29.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

29.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the University 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.

ANNEXURE F :

Tender's Name: _____
(to be inserted by tenderer)

4.10.1. PREFERENCE POINTS CLAIM FORM **GENERAL CONDITIONS AND DEFINITIONS**

NB: BEFORE COMPLETING RELEVANT CLAIM FORMS, TENDERERS
MUST
CAREFULLY STUDY THE GENERAL CONDITIONS AND DEFINITIONS

1. GENERAL CONDITIONS

- 1.1 The preference point system is applicable to all tenders.
- 1.2 Failure on the part of a tenderer to complete and sign a claim form may be interpreted to mean that preference points are not claimed.
- 1.3 Walter Sisulu University reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, that he/she should substantiate any claim, in any manner required by the University.

2. GENERAL DEFINITIONS

The defined works and expressions commencing with capital letters, shall have the meanings hereby assigned to them unless such meanings are inconsistent with the context of a particular tender or contract:

- 2.1 “**Act**” means the Preferential Procurement Framework Act, 2000 (Act No 5 of 2000)
- 2.2 “**Agent**” means a person mandated by another person (“the principal”) to do business for an on behalf of, or to represent in a business transaction, the principal, and thereby acquire rights for the principal against Walter Sisulu University and incur obligations binding the principal in favour of Walter Sisulu University.
- 2.3 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 “**Consortium or Joint Venture**” 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.
- 2.5 “**Contract**” means the agreement that results from the acceptance of a tender by Walter Sisulu University.
- 2.6 “**Disability**” means, in respect of a person, a permanent impairment of a physical intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.7 “**Firm price**” is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and other duty, levy, or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.8 “**Historically Disadvantaged Individual (HDI)**” means a South African citizen –
 - 2.8.1 who has no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of

1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993)(“the Interim Constitution”) and/or

2.8.2 who is a female; and/or

2.8.3 who has a disability.

Provided that a person, who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

2.8.4 “**Management**” in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name the person may be designated.

2.9 “**Non firm prices**” means all prices other than “firm” prices.

2.10 “**Person**” includes reference to a juristic person.

2.11 “**Rand value**” means the total estimated value of a contract in Rand denomination which is calculated at the time of tender invitations and includes all applicable taxes and excise duties.

2.12 “**Small, Medium and Micro Enterprises (SMME’s)**” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No 102 of 1996).

2.13 “**Sub-contracting**” means the primary contractor’s assigning or leasing or making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.14 “**Tender**” means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of University for the provision of services or goods.

2.15 “**Trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

- 2.16 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

ANNEXURE F:

Tender No: _____
(to be inserted by tenderer)

4.10.2. PREFERENCE POINTS CLAIM FORM

EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS

1. In terms of regulation 13 of the preferential procurement regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) the preference points system must include preference points of equity ownership by historically disadvantaged individuals as defined by the Act.

**Equity Ownership
allocated**

Points

- 1.1 Preference points for equity ownership by historically disadvantaged individuals who, due to the apartheid policy that had been in place had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993) (“the Interim Constitution”) and/or

1.2	who is a female; and/or	2
1.3	who has a disability	1
1.4	locality	2
1.5	Youth	1

2. The equity ownership contemplated above must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

2.1 Where an organisation is classified as a non-governmental organisation (NGO), the ownership criterion is replaced by the percentage of HDI directors on the Board of Directors of the NGO, irrespective of whether they are executive or non-executive directors.

3. In the event that the percentage of ownership contemplated above changes after the closing date of the tender, the tenderer must notify Walter Sisulu University and such tender will not be eligible for any preference points.

4. Preference points should not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

5. All claims made for equity ownership by an HDI will be considered according to the following criteria:

5.1 Equity within private companies will be based on the percentage of equity ownership.

5.2 Preference points will not be awarded to public companies and tertiary institutions.

- 5.3 The following formula will be applied to calculate the number of points for equity ownership by an HDI.

$NEP = \frac{NO}{P \times}$	EP
	10
	0

Where:

NEP = Points awarded for equity ownership by an HDI

NO = The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise of business.

6. Equity claims for a Trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
7. Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 7.1 Documentation to substantiate the validity of the credentials of the board of directors who are actively involved in the management of the NGO as contemplated in 2.1 above must be submitted.
8. A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
9. The points scored for equity ownership will be added to the points scored for price.
10. A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

11. TENDER CLARIFICATION

11.1 Tenderers who wish to claim points in respect of Equity Ownership must complete the declaration.

11.2 Walter Sisulu University shall not be obliged to accept the lowest or any quotation, offer or proposal.

12. EQUITY OWNERSHIP CLAIMED

12.1 HDI Equity Ownership% =
(maximum 4 points)

12.2 Women Equity Ownership% =
(maximum 2 points)

12.3 Disability Equity Ownership% =
(maximum 1 point)

12.4 Locality% =
(maximum 2 point)

12.5 Youth % =
(maximum 1 points)

ANNEXURE G:

PRE-QUALIFICATION CHECKLIST

	Description of Document	Check (Yes/No)
1	Was the tender received before the closing time and date ?	
2	Is the tender envelope sealed ?	
3	Is the tender number on outside of envelope?	
4	Has an original clearance certificate, that was valid (not older than 6 months) been included in the submission?	
5	Does the name of the bidder match the name on the tax clearance certificate? If not, have acceptable supplementary documentation been provided linking the name on tax clearance certificate to that of the bidder? (<i>In case of a joint venture that is still at an early stage of establishment the partners will be required to submit separate tax certificates per partner</i>)	
6	Is the contact information form, offer and tender declaration form sufficiently completed and signed?	
7	Does the submission contain a tender submission explaining the full scope for the work tendered for in terms	

	of the specification?	
8	Does the submission contain evidence (supporting documentation) of the supplier having a track record in the applicable industry?	
9	Is the pricing structure completed as properly, which includes: <ul style="list-style-type: none">- Is it completed as required?- Are all prices VAT inclusive?- Do all numbers add up properly to a bottom line total?- Is the document signed?	