GAUTENG
LEGISLATURE
Your View — Our Vision

# URGENT NOTICE!!!

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|---|
| **INVITATION TO BID** |

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER LAPTOPS TO THE GPL WITHIN 30 WORKING DAYS OF APPOINTMENT AND ACCEPTANCE OF THE APPOINTMENT.**

**BID NO. : GPL008/2027**

Please note the following amendments regarding this tender.

**GPL008/2027**

## 1. REVISED SPECIFICATION

### 1.1 Note the specifications items below have been changed to the following:

**Device Hardware Peripherals**

- HP IDS UMA Ultra 5 325 16GB 8 13-inch G2i Base NB PC
- 512GB PCIe Gen5 2280 NVMe SED OPAL2 Value Solid State Drive

## 2. EXTENSION OF CLOSING DATE

| | | |
|---|---|---|
| **NON- COMPUSLORY** | : | **18 SEPTEMBER 2026** |
| **BRIEFING SESSION** | : | |
| **VENUE** | : | **MICROSOFT TEAMS** |
| **TIME** | : | **11H00AM** |

| | | |
|---|---|---|
| **CLOSING DATE** | : | **2 OCTOBER 2026** |
| **TIME** | : | **11H00 AM** |

**1.1 ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

| | | |
|---|---|---|
| **Department** | : | Supply Chain Management |
| **Contact Person** | : | Vhukhudo Letshokota |
| **E-mail address** | : | VLetshokota@gpl.gov.za |

**1.2 ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

| | | |
|---|---|---|
| **Department** | **:** | ICT |
| **Contact Person** | **:** | Branden Moodley |
| **Email address** | : | BMoodley@gpl.gov.za |

**BIDS MUST BE SUBMITTED VIA EMAIL TO** VLetshokota@gpl.gov.za **:**

| | | |
|---|---|---|
| GAUTENG LEGISLATURE Your View – Our Vision | **ADMINISTRATIVE BASIC COMPLIANCE REQUIREMENTS** | **SECTION 1** |

These are documents required for this bidding. Should the bidder fail to submit the following documents, the bid may be disqualified:

| **Item** | **Description** | **Mandatory** | **Submitted** | |
|---|---|---|---|---|
| | | | **Yes** | **No** |
| 1. | Full Technical Proposal with supporting documents | **Yes** | | |
| 2. | Invitation to bid (SBD1): completed and signed | **Yes** | | |
| 3. | Pricing Schedule (Firm Pricing) SBD 3.1 | **Yes** | | |
| 4. | Bidders Disclosure (SBD 4) Original completed and signed. | **Yes** | | |
| 5. | Preference Point Claim form (SBD 6.1) Original completed and signed. | **Yes** | | |
| 6. | Copy of full Company Registration documents? | **Yes** | | |
| 7. | Copies of South African IDs' for Directors? | **Yes** | | |
| 8. | Company Profile? | **Yes** | | |
| 9. | Did you submit the signed specifications checklist (see Annexure A)? | **Yes** | | |
| 10. | Did you submit proof of registration as a registered Service Provider in Gauteng on the SITA Database and proof of authorisation to sell HP Laptops in accordance with RFB 740-2020, as required in Sections 4.1(iii), 4.1(iv), 4.1(x) and 4.1(xi) of the Engagement Model and Guidelines? | **Yes** | | |
| 11. | Did you submit proof of product certification as per section 4.1.(VI) of the RFB 740-2020 Engagement Model and Guidelines? | **Yes** | | |
| 12. | Did you submit proof of OEM certification in the bid submission (see **Annexure B** which serves as an example)? | **Yes** | | |
| 13. | Joint Venture / Consortium agreement / Trust Deed (if applicable):<br>• Did you submit all documents for all parties of the Joint Venture/Consortium/Trust Deed? All documents listed below: | **Yes** | | |

| | | | | |
|---|---|---|---|---|
| | ✓ Certified copies of shareholders certificates<br>✓ Certified copy of Company Registration documents<br>✓ Certified copy of ID documents of the Directors or Members | | | |

**Service Provider's Name: ……………………………………………….**

**Completed by: ………………………………………………………..**

**Signature: ………………………………………..………………**

| | | |
|---|---|---|
| GAUTENG LEGISLATURE Your View – Our Vision | **INVITATION TO BID (SBD 1)** | **SECTION 2** |

| | | | | |
|---|---|---|---|---|
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG PROVINCIAL LEGISLATURE (GPL)** | | | | |
| BID NUMBER: | **GPL 008/2027** | CLOSING DATE: | **02 October 2026** | CLOSING TIME:11H00 |
| DESCRIPTION | **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER LAPTOPS TO THE GPL WITHIN 30 WORKING DAYS OF APPOINTMENT AND ACCEPTANCE OF THE APPOINTMENT.** <br> **.** | | | |

| | | | |
|---|---|---|---|
| **SUPPLIER INFORMATION** | | | |
| NAME OF BIDDER | | | |
| POSTAL ADDRESS | | | |
| STREET ADDRESS | | | |
| TELEPHONE NO. | | CELLPHONE NO. | |
| EMAIL ADDRESS | | VAT REGISTRATION NUMBER | |
| COMPLIANCE STATUS | **MAAA-** | **TAX PIN** | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? **SUBMIT PROOF IF YES** | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES /WORKS OFFERED? **SUBMIT PROOF IF YES** | |
| **YES** | **NO** | **YES** | **NO** |

| | | |
|---|---|---|
| **QUESTIONNAIRE FOR FOREIGN BIDDERS** <br> **IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT, REGISTER AS PER 2.3 BELOW.** | | |
| | **YES** | **NO** |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | |

| | | |
|---|---|---|
| **QUESTIONNAIRE FOR FOREIGN BIDDERS** <br> **IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT, REGISTER AS PER 2.3 BELOW.** | | |
| | **YES** | **NO** |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | |

## 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.<br>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.<br>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.<br>1.4. THE GPL WILL NOT AWARD CONTRACTS TO PROVIDE GOODS AND/OR SERVICES TO A MEMBER OF GPL OR CABINET, A MEMBER OF A PROVINCIAL LEGISLATURE OR MEMBER OF A PROVINCIAL EXECUTIVE COUNCIL, A MUNICIPAL COUNCILLOR,<br>1.5. BIDS WILL NOT 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 WHOSE PARTICIPATION IN BIDDING FOR THE CONTRACT MAY RESULT IN A CONFLICT OF INTEREST, OR ORGAN OF STATE IN WHICH ANY OF THE MENTIONED PERSONS IS A DIRECTOR OR HAS CONTROLLING OR OTHER SUBSTANTIAL INTEREST. |
| **2. TAX COMPLIANCE REQUIREMENTS** |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.<br>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE GPL TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.<br>2.3 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |

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

SIGNATURE OF BIDDER: …………………………… DATE:…………………………………………….

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

**3.1 DOCUMENTS**

3.1.1. The bidder must specify the name, position, address and contact details (email address and telephone number) of the person responsible for leading the bid process and to whom all correspondence relating to the bid should be directed.

3.1.2. The bid submission must be signed by a duly authorised representative of the bidder who has the authority to enter into legally binding contracts on behalf of the bidder. Proof of authority must be submitted e.g. company resolution.

3.1.3. If any part of this bid is not duly filled in and signed, it may invalidate the bid.

3.1.4. Where alterations have been made to any part of the bid, the bidder must sign next to the corrections made (Correction ink/Tippex is not allowed).

3.1.5. The bidder must initial all the pages of this bid to acknowledge acceptance of understanding. The signed bid document must be returned with the proposal.

**3.2 SUBMISSION OF BID PROPOSAL**

3.2.1 This bid must be submitted in accordance with the format, times and place as prescribed in the bid document.

3.2.2 This Bid document, proposal and all other relevant documentation requested must be submitted via to the stipulated official.

3.2.3 Bids must be clearly marked on the front as follows: Bid No: **GPL008/2027**

3.2.4 **Pricing Structure**

a) Bidders are requested to indicate their price in all elements listed on the pricing schedule.
b) Pricing on the pricing schedule is for comparative purposes.
c) Prices must remain fixed for the duration of the contract
d) The total costs must be inclusive of all costs such as delivery, labour rates, Transfer of skills etc.

**3.3 BID VALIDITY PERIOD**

3.3.1 This bid and all proposals (costs included) shall remain binding and valid for a period of 120 days calculated from the closing date of the Bid. The GPL reserves the right to notify bidders in writing to extend the above validity period if deemed necessary and in the interest of the GPL.

**JOINT VENTURES OR CONSORTIUM**

3.3.2 A Copy of the Trust, Consortium or Joint Venture agreement duly signed must be attached.

3.3.3 A trust, consortium or joint venture will qualify for points for specific goals in accordance with the applicable Preferential Procurement Policy, provided that the entity submits the required consolidated documentation for purposes of evaluation and scoring of the specific goals.

**3.4 DISCOUNTS**

3.4.1 When calculating comparative prices, the GPL will consider any discounts which have been offered unconditionally. A discount which has been offered conditionally will be implemented when payment is effected despite not being considered for evaluation purposes.

### 3.5 GENERAL CONDITIONS

3.5.1 The GPL may request bidders to provide additional information with regards to the bid proposal at any given stage during the evaluation process.
3.5.2 All proposals in response to this bid, whether successful or unsuccessful, will become the property of the GPL.
3.5.3 Any costs incurred by the bidders in preparing and submitting their response will be the sole responsibility of the bidder.
3.5.4 The GPL reserves the right to invite short-listed bidders to make a presentation to GPL's bids evaluation committee to further clarity or substantiate their submissions.
3.5.5 The GPL reserves the right, for purposes of promoting the values of competitiveness and fairness, not to award the bid to the highest scoring bidder if such bidder has been awarded a bid by GPL or has performed services for GPL during the last 12 months prior to the closing date of the bid.
3.5.6 The GPL reserves the right to re-appoint or extend the service of the service provider where there is a natural continuation of assignments.
3.5.7 The successful bidder/s will enter into a stipulated contract with GPL for the provision of the required service.
3.5.8 The successful bidders, their employees and their sub-contractors must comply with GPL security clearance requirements.
3.5.9 The successful bidders must be willing to sign confidentiality or non-disclosure agreement.
3.5.10 In the event where the order was wrongly printed, the service provider must be able to exchange goods or cancel the order as per the GPL's request.
3.5.11 The GPL may, at its discretion, require the removal and replacement of any of the bidder's personnel who do not perform adequately from its premises.

### 3.6 CENTRAL SUPPLIER DATABASE REQUIREMENTS

3.6.1 Bidders should register on the Central Supplier Database (CSD) to upload information namely, (Business Registration/Directorship/Membership/Identity Numbers/B-BBEE Information and Banking Information for verification purposes)

### 3.7 AWARD OF BID

3.7.1 The award of this bid by the Secretary to the GPL shall constitute a binding contract, and such award shall be confirmed by means of an appointment/award letter. The successful bidder must in return provide a written response on their letterhead of the acceptance of the award.

### SUBCONTRACTING

3.7.2 The bidder awarded a contract may only enter into a subcontracting arrangement with the approval of the GPL. The bidder may not subcontract more than 25% of the total contract deliverables.
3.7.3 A bidder awarded a contract in relation to a designated sector, may not subcontract such that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

### 3.8 FRONTING

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

3.8.2 The GPL, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

3.8.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition (**the dtic**), be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the GPL may have against the bidder / contractor concerned.

### 3.9 SECURITY AND OCCUPANCY

3.9.1 Where applicable, All the areas covered by this contract fall within areas defined in the relevant Security and Access Acts as "*Restricted Areas*" and all of the provisions of these Acts will apply to this contract.

3.9.2 Where applicable, all buildings involved in this contract are subject to stringent access control for all personnel and for materials delivered to and removed from the site.

3.9.3 If any person is rejected for security reasons, a bidder will be required to replace them on their list. If the Bidder is ultimately unable to offer personnel with satisfactory security clearance, his Bid may be rejected on such grounds.

3.9.4 Any person rejected by the SAPS for failing to meet the security requirements, inclusive of security clearance, wandering away from an escort or from the immediate contract area, or any misconduct on the site will immediately, without any recourse by the Contractor, be removed from site and refused re-entry to site. This refusal to site shall be in addition to any legal action the SAPS may institute.

3.9.5 Following the formal acceptance of the Bid, the successful bidder shall be required to submit the requested information and/or documentation to the GPL within forty-eight (48) hours of being requested to do so:

a) Full names of each of the persons intended to be utilised on site, including supervisory staff.
b) Position in firm plus service to be performed.
c) A copy of the Identification Document (ID), certified as a true copy of the original by the South African Police Service (SAPS). The certified copy submitted must be the original certified document and not a photocopy or scanned copy thereof.
d) Business address.

3.9.6 Bidders are recommended to have such documentation, both for their own staff and for their Sub-contractors, if applicable, available prior to the closing date of Bids so as to minimise delays in security clearance of personnel once the Bid is awarded.

3.9.7 Any time lost due to delays in submitting the called for list of personnel required entering site, the rejection of personnel on the list, or the subsequent removal and banning from site of personnel will not be accepted as motivation for extension of the contract period.

3.9.8 Such clearance shall remain valid for a period not exceeding 12 months and shall only apply for one project at a time.

## 3.10 SAFEGUARDING OF DOCUMENTS

3.10.1 All documents will be individually numbered on issue and records kept as to what documents have been issued to whom.

3.10.2 All documents issued to sub-contractors or suppliers must be signed for, and such sub-contractors and suppliers must also accept responsibility for the safeguarding of such documents while they are in their possession.

3.10.3 All documentation shall be strictly handled as set out in the SSA Minimum Information Security Standards (MISS), a copy of which shall be provided to the successful contractor at the time of site hand over.

3.10.4 It will be the main contractor's responsibility to familiarise themselves with the MISS document and make sure his personnel and sub-contractors are advised accordingly.

## 3.11 BID CANCELLATION

3.11.1 The GPL may amend or cancel this Bid before the award should it deem it necessary but not limited to:

a) due to changed circumstances there is no longer need for the goods and services specified in the invitation.
b) funds are no longer available to cover the total envisaged expenditure
c) no acceptable bid is received; or
d) there is a material irregularity in the bidding process
e) there is material change of scope after the tender has closed.

## 3.12 DELIVERY ADHERENCE

3.12.1 Delivery of services must be made in accordance with the instructions appearing on the official Purchase Order issued by GPL and/or Contract/SLA

| | | |
|---|---|---|
| GAUTENG LEGISLATURE Your View – Our Vision | **BID DECLARATION** | **SECTION 4** |

1) **IF THE BIDDER IS IN PARTNERSHIP / JOINT VENTURE / CONSORTIUM**.

We the undersigned partners / joint ventures / consortium, tendering as ……………………..………………………………hereby authorize ………………………………to sign this Bid as well as any contract resulting from this Bid and any other documents correspondence in connection with this Bid and/or contract on our behalf.

FULL NAMES ………………………….. CAPACITY ……………………………………

SIGNATURE ………………………………………………...

**NB:** *Please note that all partners of the JV must be compliant, and a JV Agreement must be signed and submitted.*

2) **IF THE BIDDER IS ONE PERSON BUSINESS / SOLE TRADER**.

I, the undersigned ……………………………………………………………hereby confirm that I am the sole owner of the business trading as ……………………………………….……………..

3) **IF THE BIDDER IS SUB-CONTRACTING.**

I, the undersigned ……………………………………………………………………., hereby confirm that I will be sub-contracting work to the following company/companies ………………………………………. If more than 25% of the contract/work you enter into GPL is to be subcontracted, indicate the following details:

| Sub-contractor's name | Value of work to be sub-contracted | % of work to be sub-contracted | BBBEE Level of the sub-contractor |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**I/WE, THE UNDERSIGNED, WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE FIRM ACKNOWLEDGE THAT:**

1) The information furnished is true and correct.
2) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of GPL that the claims are correct.
3) If the claims are found to be incorrect, GPL may, in addition to any other remedy it may have –:
   a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct.
   b) 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.
4) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the Bid.

5) I hereby undertake to render services described in the attached Bidding documents to GPL in accordance with the requirements and task directives / proposals specifications stipulated in this Bid proposal at the price/s quoted. My offer/s remains binding upon me and open for acceptance by GPL during the validity period indicated and calculated from the closing date of the Bid.
6) 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.
7) 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 fulfilment of this contract.
8) Declare that I have no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.
9) I confirm that I am duly authorised to sign this contract.

**DECLARATION**

I hereby agree that, in the event of false, incorrect or misleading information being provided in this declaration, the Secretary to GPL shall have the right to:

- recover any losses or damages sustained by GPL under such agreement
- restrict the supplier from further business with GPL depending on the materiality of the misrepresentation and the degree of prejudice suffered.

Name of Representative: ____________________________________________________________

Identity number: ____________________________________________________________________

Signature: ____________________________________ Date: ______________________________

**COMMISSIONER OF OATHS**

I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at _____________________ on this the ________ day of _____________ 2026, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.

________________ (Sign – SERVICE PROVIDER)

________________________________ (Name – SERVICE PROVIDER)

| COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON |
| --- |
| **STAMP**<br><br>NAME & SURNAME: ______________________DESIGNATION/RANK: __________________<br><br>PERSAL/EMPLOYEE NO/SERVICE NUMBER: ___________________<br><br>PLACE and DATE: _________________________ |

# PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

| | |
|---|---|
| Name of bidder…………………………………… | Bid number………………….............................. |
| Closing Time 11:00 | Closing date…………………………………………... |

OFFER TO BE VALID FOR………DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) |
|---|---|---|---|

- Required by: ………………………………….
- At: ………………………………….

  …………………………………

- Brand and model ………………………………….
- Country of origin ………………………………….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ………………………………….
- Period required for delivery ………………………………….

  *Delivery: Firm/not firm

- Delivery basis ……………………………………

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

## 2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| **Full Name** | **Identity Number** | **Name of organ of state** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| | | |

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

2.3.1 If so, furnish particulars: ……………………………………………………………………………….
…………………………………………………………………………………………………………
…………………………………………………………………………………………………………

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

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

| **Supplier registration number (MAAA)** | **Status (active/inactive/deleted)** |
|---|---|
| | |
| | |
| | |
| | |

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

## 3 GENERAL DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

| | |
|---|---|
| ……………………………… | ………………………………………… |
| Signature | Date |
| ……………………………… | ……………………………………….. |
| Designation | Name of bidder |

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

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## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

| | **POINTS** |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and SPECIFIC GOALS** | **100** |

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

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

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

(b) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

3.1. **POINTS AWARDED FOR PRICE**

3.1.1 **THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS**

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin= Price of lowest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

4.3. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system. The 20 preference points will be distributed as follows:

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.** ***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.***

| Groupings | Points | Verification |
|---|---|---|
| **1. Black Ownership (7)** | | Registration documents and ID Copy |
| Enterprise is 100% Black Owned | 7 | |
| Enterprise is 51% Black Owned | 5 | |
| Enterprise is less 51% Black Owned | 3 | |
| Enterprise is not Black Owned | 0 | |
| **Groupings** | **Points** | **Verification** |
| **2. Women Ownership (5)** | | Registration documents and ID Copy |
| Enterprise is 100% Women Owned | 5 | |
| Enterprise is 51% Women Owned | 3 | |
| Enterprise is less 51% Women Owned | 1 | |
| Enterprise is not Women Owned | 0 | |
| **3. Youth Ownership (5)** | | ID Copy |
| Enterprise is 100% Youth Owned | 5 | |
| Enterprise is 51% Youth Owned | 3 | |
| Enterprise is less 51% Youth Owned | 1 | |
| Enterprise is not Women Owned | 0 | |
| **4. PWDs Ownership (3)** | | Letter from the doctor |
| Enterprise is 100% PWDs Owned | 3 | |
| Enterprise is 51% PWDs Owned | 2 | |
| Enterprise is less 51% PWDs Owned | 1 | |
| Enterprise is not PWDs Owned | 0 | |

## 5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm……………………………………………………………………….

5.2 Company registration number: …………………………………………………………..

5.3 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct.

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

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

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

(a) disqualify the person from the tendering process.

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

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

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

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

…………………………………….

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……………………………………………………….

**DATE:** ……………………………………………………

**ADDRESS**: ……………………………………………………

……………………………………………………

……………………………………………………

| | | |
|---|---|---|
| GAUTENG LEGISLATURE Your View — Our Vision | **TERMS OF REFERENCE** | **SECTION 5** |

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER LAPTOPS TO THE GPL WITHIN 30 WORKING DAYS OF APPOINTMENT AND ACCEPTANCE OF THE APPOINTMENT.**

## 1. BACKGROUND

The Legislature operates in an increasingly digital and cloud-enabled environment, where Members and officials depend on reliable, secure, and well-managed information and communication technology (ICT) to effectively execute the institution's constitutional mandate of law-making, oversight, public participation, and cooperative governance.

Laptops form a critical component of the Legislature's ICT end-user computing environment. They enable mobility, secure remote access, and seamless integration with enterprise systems, collaboration platforms, and cloud-based services. The Legislature's ICT environment is founded on a centrally managed, cloud-first architecture, supported by standardised operating systems, security baselines, and device management tools. Consistency, security, and manageability of end-user devices are therefore essential to maintaining institutional stability, protecting information assets, and ensuring an acceptable user experience.

Over time, the existing laptop fleet fell out of warranty and therefore are not supported by the OEM. The use of non-standardised or consumer-grade devices has, in previous instances, resulted in increased configuration effort, higher support overheads, security exposure, shortened device lifespans, and user dissatisfaction.

In light of these challenges, and to ensure alignment with the Legislature's ICT governance framework, there is a need to procure enterprise-grade laptops that are fit for purpose, compatible with centralised device management, and capable of supporting the Legislature's operational requirements over their full lifecycle.

## 2. PURPOSE

2.1 The purpose of this Terms of Reference is to invite suitably qualified, experienced and SITA RFP740 accredited service providers <u>based in the Gauteng Province (in line with section 4.1 (iii) and (X) of the RFB740 – 2020 Engagement Model and Guidelines)</u> to submit proposals for requirements and conditions for the procurement of enterprise-grade laptops for the Legislature.

## 3. OBJECTIVES

3.1 **The objectives of this assignment are to**:

3.1.1 Appoint a competent service provider capable of delivering the required outputs.

3.1.2 To procure and ensure delivery of enterprise-grade laptops that are secure, reliable, and fully compatible with the Legislature's centrally managed, cloud-based ICT environment.

3.1.3 Ensure value for money and compliance with applicable SCM legislation.

## 4. SCOPE OF WORK

### 4.1 GPL Detailed Technical Specifications

4.1.1 The successful service provider is expected to supply and deliver 135 **i5 laptops** with the below specifications.

| |
|---|
| **4.1.1.1 Device Hardware Peripherals** |
| • HP IDS UMA Ultra 5 325 16GB 8 13-inch G2i Base NB PC |
| • Electronic Energy Star labeling (E-Star) |
| • Dual AryMic 5MP USB2 IR AI WFOV Integrated Camera |
| • 13.3-inch AG WUXGA (1920x1200) LED UWVA 300 for WWAN for 5MP IR ISP+ 60Hz Touchscreen bnt LCD Panel |
| • 512GB PCIe Gen5 2280 NVMe SED OPAL2 Value Solid State Drive |
| • No Near Field Communication (No NFC) |
| • Intel BE201 Wi-Fi 7 +Bluetooth 5.4 non-vPro WW WLAN |
| • HP R15 5G Solution WWAN |
| • Fingerprint Sensor |
| • Active SmartCard |
| • MC Long Life 62Whr Fast Charge 3 cell Battery |
| • 65-Watt nPFC USB-C Straight AC Adapter |
| • Click pad Backlit spill-resistant Premium Keyboard |
| • C5 1.0m Sticker Conventional Power Cord |
| • Pre-Boot UEFI Wi-Fi support |
| **4.1.1.2 Physical Device Security Lock** |
| ✓ HP Tamper Lock per device |
| **4.1.1.3 Standard Device Software** |
| □ No vPro AMT supported |
| **4.1.1.3 Standard Device Software** |
| i. Windows 11 Pro 64 |
| ii. OS Localization SA |
| iii. Country Localization |
| iv. HP Protect and Trace Wolf Connect for WWAN (MBB+) modules - 3 Year. |
| v. HP Protect and Trace Wolf Connect for WWAN (MBB+) modules - 3 Year. |
| vi. HP Workforce Experience PRO License + Support 3y: PC Fleet Management and Employee Engage E-LTU |
| **4.1.1.4 Device packaging** |
| i. DIB HP Renew Executive 16 Laptop Backpack |
| ii. DIB HP Universal USB-C Multiport Hub Plant Fiber Packaging |
| iii. DIB HP Nano Lock |
| iv. DIB HP 515 Ultra-Fast Rechargeable Wireless |
| v. Standard Packaging |
| **4.1.1.5 Device Labeling** |
| i. EU RED Pictogram Label |
| ii. Electronic TCO Certified labeling |
| iii. Core Ultra 7 sz3 G16 Label |
| **4.1.1.6 Device warranty and onsite services** |
| i. Manufacturer 1/1/0 Warranty |
| ii. HP 3y Onsite w/Predictive Detection Alerts/ADP/DMR Notebook |
| iii. HP 3 years Priority Access Service for PCs (135+ seats) |
| iv. 3-year onsite warranty for next business day. |

## 5. DELIVERABLES

### 5.1 The service provider must deliver the following outputs:

5.1.1. Supply and delivery of a total of 135 enterprise-grade laptops that fully comply with the technical, functional, and security specifications.
5.1.2. Provision of all required manufacturer warranties and comprehensive after-sales support.
5.1.3. Submission of accurate delivery documentation, asset tracking register, and compliant tax invoices in strict accordance with the GPL's SCM requirement
5.1.4. Delivery of a final close-out report and formal verification of product acceptance signed off by the GPL's designated ICT manager.

## 6. DURATION AND TIMEFRAMES

**6.1.** The appointed service provider will be expected to supply and deliver laptops to the GPL within 30 working days of appointment and Acceptance of the appointment.

## 7. REPORTING AND GOVERNANCE

7.1 The service provider will report to the ICT Manager.
7.2 Progress reports must be submitted weekly.
7.3 All deliverables are subject to review and approval by the institution.

## 8. COMPETENCY AND EXPERIENCE REQUIREMENTS

| CRITERION | DESCRIPTION |
|---|---|
| Proof that the bidder is on the SITA contract: RFB740 | Is the Bidder a registered Service Provider in Gauteng on the SITA Database and authorized to sell HP Laptops as per **RFB 740-2020** (required by section 4.1. (iii), (IV), (X) and (Xi) of the Engagement Model and Guidelines). Failure to produce proof of the requirement will result in **AUTOMATIC DISQUALIFICATION**. |
| SITA Product Certification | Suppliers must provide the relevant product certificates as part of their quotation response.<br><br>The GPL may verify these certificates by accessing the SITA Product Database at www.sita.co.za/sites/default/files/documents/Product_Certification/SITA_Product_Database.Pdf as per section 4.1.(VI) of the RFB 740-2020 Engagement Model and Guidelines. Failure to produce proof of the requirement will result in **AUTOMATIC DISQUALIFICATION**. |
| Additional Information (HP OEM Certification) | The bidder must include the OEM certificate in their bid submission (see **Annexure B** which serves as an example). Failure to supply an authentic OEM certificate will result in an **AUTOMATIC DISQUALIFICATION**. |

## 9 EVALUATION CRITERIA

9.1 Proposals will be evaluated in accordance with the 80/20 or 90/10 preference point system, will be applied to evaluate the received proposals based on:
- 9.1.1 Functionality/Technical evaluation
- 9.1.2 Price and Specific Goals

9.2 The GPL needs to be satisfied, in all respects, that the service provider selected has the necessary resources, qualifications, experience, and technical ability to successfully execute the project. All proposals received will be evaluated in a fair, transparent, competitive, and cost-effective manner, in accordance with the prescribed evaluation criteria and approved evaluation process.

9.3 The evaluation process shall be conducted in the following sequential phases:

**9.3.1 Phase 1: Administrative Compliance (Pre-qualification)**

9.3.1.1 Proposals will be evaluated to determine compliance with all mandatory administrative and statutory requirements, including but not limited to:

9.3.1.2 Signed and completed bid documents.

9.3.1.3 Company registration documents

9.3.1.4 Any other mandatory documentation specified in the bid (e.g., affiliation certificates, qualifications, etc.)

9.3.1.5 Failure to comply with mandatory requirements shall result in disqualification and the proposal will not proceed to the next phase.

**9.3.2 Phase 2: Functionality / Technical Evaluation**

9.3.2.1 Proposals that pass the administrative compliance phase will be evaluated on functionality against predetermined technical criteria and weightings. This includes:

9.3.2.1.1 Relevant experience and record of accomplishment

9.3.2.1.2 Technical approach and methodology

9.3.2.1.3 Capacity and resources to deliver the project.

9.3.2.2 Only bidders who achieve the minimum qualifying threshold of **70 points** on functionality will proceed to the next and last phase.

| **FUNCTIONLITY EVALUATION CRITERIA<br>A key score of 0-5 will be applied where:<br>3 = Satisfactory (60%); 4 = Very Good (80%) and 5= Excellent (100%)** | | | | |
|---|---|---|---|---|
| **#** | **CRITERION** | **DESCRIPTION** | **SCORE** | **WEIGHT** |
| **1.** | **Bidder Experience:**<br><br>The bidder must provide signed reference letters of a minimum of three (3) successful laptop supply and delivery projects completed in the past. | Three (3) signed reference letters submitted | 3 | **30** |
| | | Four (4) and more signed reference letters submitted | 4 | |
| | | Five (5) and more signed reference letters submitted | 5 | |

<table>
<tr><th colspan="5">FUNCTIONLITY EVALUATION CRITERIA<br>A key score of 0-5 will be applied where:<br>3 = Satisfactory (60%); 4 = Very Good (80%) and 5= Excellent (100%)</th></tr>
<tr><th>#</th><th>CRITERION</th><th>DESCRIPTION</th><th>SCORE</th><th>WEIGHT</th></tr>
<tr><td>2.</td><td>Laptop Specifications:<br>• Device Hardware peripherals<br>• Physical Device Security Lock<br>• Standard Device Software<br>• Device packaging<br>• Device Labelling<br>• Device warranty and onsite services<br><br>The signed checklist (Annexure A) must confirm 100 % alignment of the proposal to the bid specifications.</td><td>The bidder’s checklist fully responds to the specifications and confirms that their proposal is 100% aligned to the specifications and is supported by the product certificate.</td><td>5</td><td>40</td></tr>
<tr><td rowspan="3">3.</td><td rowspan="3">Quality of after-sale support and SLA commitments:<br><br>Through their proposal, the bidder must demonstrate the quality of support that will be rendered to the GPL <u>during the contract period</u> inclusive of the following services:<br>a) Dedicated technical and logistical support with turnaround SLA commitments,<br>b) Clearly defined support arrangements including:<br>i. Points of contact,<br>ii. escalation procedures,<br>iii. availability during business hours (and where applicable, extended support for critical issues after normal work hours).</td><td>Submission of a proposal:<br><br>(a) which only details dedicated technical and logistical support with SLA commitment timeframes of 48 hours<br>(b) Clearly defined support arrangements such as points of contact.</td><td>3</td><td rowspan="3">30</td></tr>
<tr><td>Submission of a proposal:<br><br>(a) Which only details dedicated technical and logistical support with SLA commitment timeframes of 24 hours.<br>(b) Clearly defined support arrangements such as points of contact and escalation procedures.</td><td>4</td></tr>
<tr><td>Submission of a proposal:<br><br>(a) Which details dedicated technical and logistical support with SLA commitment timeframes of 12 hours.</td><td>5</td></tr>
</table>

| FUNCTIONLITY EVALUATION CRITERIA<br>A key score of 0-5 will be applied where:<br>3 = Satisfactory (60%); 4 = Very Good (80%) and 5= Excellent (100%) | | | | |
|---|---|---|---|---|
| **#** | **CRITERION** | **DESCRIPTION** | **SCORE** | **WEIGHT** |
| | | (b) Clearly defined support arrangements such as points of contact and escalation procedures, availability during business hours (and where applicable, extended support for critical issues after normal work hours). | | |
| | | | **Cut off Points** | **70** |
| | | | **Total** | **100** |

**9.3.3 Phase 3: Price and Specific Goals (80/20)**

9.3.3.1 Only bidders that score a minimum score of 70 points and above out of 100 points on Functionality will qualify for this phase which will determine the bidder (s) to be recommended for approval by the delegated authority. The 80 Preference points for Price will be calculated using the below formula:

| The following formula will be used to calculate the points for price: **Criteria** | **Points** |
|---|---|
| Price Evaluation ***Ps 80*** $\left(1-\frac{Pt-P\min}{P\min}\right)$ | 80 |

Where,

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**9.3.3.2 The Specific Goals will be allocated out of 20 points distributed as follows:**

| **Groupings** | **Points** | **Verification** |
|---|---|---|
| **5. Black Ownership (7)** | | Registration documents and ID Copy |
| Enterprise is 100% Black Owned | 7 | |
| Enterprise is 51% Black Owned | 5 | |
| Enterprise is less 51% Black Owned | 3 | |
| Enterprise is not Black Owned | 0 | |
| **6. Women Ownership (5)** | | Registration documents and ID Copy |
| Enterprise is 100% Women Owned | 5 | |
| Enterprise is 51% Women Owned | 3 | |
| Enterprise is less 51% Women Owned | 1 | |

| Groupings | Points | Verification |
|---|---|---|
| Enterprise is not Women Owned | 0 | |
| **7. Youth Ownership (5)** | | ID Copy |
| Enterprise is 100% Youth Owned | 5 | |
| Enterprise is 51% Youth Owned | 3 | |
| Enterprise is less 51% Youth Owned | 1 | |
| Enterprise is not Women Owned | 0 | |
| **8. PWDs Ownership (3)** | | Letter from the doctor |
| Enterprise is 100% PWDs Owned | 3 | |
| Enterprise is 51% PWDs Owned | 2 | |
| Enterprise is less 51% PWDs Owned | 1 | |
| Enterprise is not PWDs Owned | 0 | |

## 10 PRICING AND PAYMENT TERMS

10.1 Prices must be quoted in South African Rand (ZAR) and be VAT inclusive/exclusive unless otherwise exchange rate is applicable.
10.2 Service providers must consider the price fluctuations and submit a final fixed comprehensive bid price, inclusive of all applicable taxes (e.g. exchange rate fluctuations).
10.3 Payment will be made upon satisfactory delivery of agreed milestones.

## 11 CONFIDENTIALITY

11.1 All information provided by the institution must be treated as confidential and may not be disclosed without prior written consent.

## 12 GENERAL CONDITIONS

12.1 The Gauteng Provincial Legislature (GPL) reserves the right to appoint one or more service providers, to not make any appointment, or to establish a panel of service providers instead of appointing a single service provider.
12.2 The GPL is not bound to accept the lowest-priced bid or any bid received.
12.3 Late submissions will not be accepted and will automatically be disqualified from further consideration.
12.4 The GPL reserves the right to verify all information provided by bidders, including references, and past experience.
12.5 Any false, inaccurate, or misleading information provided by a bidder may result in immediate disqualification and may lead to further action in accordance with applicable legislation.
12.6 Bidders must comply with all applicable legislation, regulations, and policies, including Supply Chain Management (SCM), CIPC and SARS requirements.
12.7 All costs incurred by bidders in the preparation and submission of proposals will be for the bidder's own account, and the GPL will not be held liable for any such costs.
12.8 The GPL reserves the right to cancel this bid process at any stage, should it be deemed necessary and in the best interest of the institution.

## 13 SUBMISSION REQUIREMENTS

13.1 Bidders may submit a duly signed proposal in both hard copy and electronic format (on USB).
13.2 All Standard Bidding Documents (SBD Forms) must be fully completed, signed, and submitted as part of the bid.
13.3 **Failure to submit a completed and duly signed SBD 3 and a SIGNED "Annexure A" Checklist will automatically disqualify a bidder.**

13.4 Copies of company registration documents must be provided with ID copies for all Directors or Directors of a holding company.
13.5 Bidders must submit proof of relevant experience, including reference letters and details of similar projects undertaken.
13.6 Late submissions will not be accepted and will be automatically disqualified.
13.7 Bids must be submitted in a sealed envelopes/USB/via emails (as may be applicable/whichever is applicable) clearly marked with the bid description and reference number.
13.8 Failure to submit all required documentation may result in disqualification.

## 14 APPROVAL

| | NAME AND SURNAME | ROLE | SIGNATURE | DATE |
|---|---|---|---|---|
| **PREPARED BY** | Mr Branden Moodley<br>Designation: Acting ICT Manager | Project Manager | | |
| **SUPPORTED BY** | Mr Lehlogonolo Mashifane<br>Designation: Acting ICT Director | Line Manager | | |
| **RECOMMENDED BY** | Khaled Khota | Programme Executive Director: CSS | | |
| **RECOMMENDED BY** | Festival Dudumashe | **Deputy Chairperson: STOR** | | |

### NOTE OF APPROVAL BY ACCOUNTING OFFICER

I, the Secretary of the Legislature, in my capacity as the Accounting Officer, hereby **APPROVE OR DO NOT APPROVE** the Terms of Reference for the procurement of the required services as outlined in this document. This approval confirms that the specifications are **ALIGNED OR NOT ALIGNED** with the applicable legislative prescripts, organisational objectives, and Supply Chain Management policies, and that the process in accordance with the prescribed procurement procedures may **PROCEED OR NOT PROCEED**

### MY COMMENTS ARE:

________________________________

**ADV MPHO MALOKA**
**SECRETARY TO THE LEGISLATURE**
**DATE: __________________________**

**Annexure A**: Signed Specifications Checklist.

| 135 i5 Laptops<br>Device Hardware peripherals | Bidder to Confirm offering as Per GPL Specification (Yes/No) |
|---|---|
| i. HP IDS UMA Ultra 5 325 16GB 8 13-inch G2i Base NB PC | |
| ii. Electronic Energy Star labeling (EStar) | |
| iii. Dual AryMic 5MP USB2 IR AI WFOV Integrated Camera | |
| iv. 13.3-inch AG WUXGA (1920x1200) LED UWVA 300 for WWAN for 5MP IR ISP+ 60Hz Touchscreen bnt LCD Panel | |
| v. 512GB PCIe Gens 2280 NVMe SEO OPAL2 Value Solid State Drive | |
| vi. No Near Field Communication (No NFC) | |
| vii. Intel BE201 Wi-Fi 7 +Bluetooth 5.4 non-vPro WW WLAN | |
| viii. HP R15 5G Solution WWAN | |
| ix. Fingerprint Sensor | |
| x. Active SmartCard | |
| xi. MC Long Life 62Whr Fast Charge 3 cell Battery | |
| xii. 65-Watt nPFC USB-C Straight AC Adapter | |
| xiii. Click pad Backlit spill-resistant Premium Keyboard | |
| xiv. C5 1.0m Sticker Conventional Power Cord | |
| xv. Pre-Boot UEFI Wi-Fi support | |
| **4.1.1.2 Physical Device Security Lock** | |
| I. HP Tamper Lock per device | |
| **4.1.1.4 Standard Device Software** | |
| No vPro AMT supported | |
| **4.1.1.3 Standard Device Software** | |
| i. Windows 11 Pro 64 | |
| ii. OS Localization SA | |
| iii. Country Localization | |
| iv. HP Protect and Trace Wolf Connect for WWAN (MBB+) modules - 3 Year. | |
| v. HP Protect and Trace Wolf Connect for WWAN (MBB+) modules - 3 Year. | |
| vi. HP Workforce Experience PRO License + Support 3y: PC Fleet Management and Employee Engage E-LTU | |
| **4.1.1.4 Device packaging** | |
| i. DIB HP Renew Executive 16 Laptop Backpack | |
| ii. DIB HP Universal USB-C Multiport Hub Plant Fiber Packaging | |
| iii. DIB HP Nano Lock | |
| iv. DIB HP 515 Ultra-Fast Rechargeable Wireless Mouse | |
| v. Standard Packaging | |
| **4.1.1.5 Device Labeling** | |
| i. EU RED Pictogram Label | |
| ii. Electronic TCO Certified labeling | |
| iii. Core Ultra 7 sz3 G16 Label | |

| 4.1.1.6 Device warranty and onsite services | |
|---|---|
| i. Manufacturer 1/1/0 Warranty | |
| ii. HP 3y Onsite w/Predictive Detection Alerts/ADP/DMR Notebook | |
| iii. HP 3 years Priority Access Service for PCs (135+ seats) | |
| iv. 3-year onsite warranty for next business day. | |

I, THE DULY AUTHORISED REPRESENTATIVE OF THE BIDDER, HEREBY CONFIRM THE ACCURACY OF THE CHECKLIST AND THAT IT IS 100 % ALIGNED TO THE SPECIFICATIONS AND BID PRICE AS SUBMITTED:

**Supplier Name**:

**Authorised Designation**:

**Name and Signature**:

**Date**:

**Annexure B**: This serves as an example.

**HP South Africa**
12 Autumn Street
Rivonia
Sandton, 2128

**Attention**: Ricardo Duarte

## SITA TECHNOLOGY CERTIFICATE

In accordance with the SITA Act and applicable regulations, SITA hereby certifies the following product(s) as compliant with Government requirements and technical specifications as noted below.

| | |
|---|---|
| Technology domain | Personal Computing Devices |
| Brand name | HP |
| Item | Note3 |
| Product | EliteBook 6 G1i 14 |
| Specification version | PCD version 2.91 |
| Certificate number | PCD 4251 |
| Certificate date | 2025-06-10 |
| Certificate expiry date | 2026-12-09 |
| TCP website | www.sita.co.za/prodcert.htm |

**Conditions of certification:**

- Products supplied to Government under this standard must comply with all requirements, specifications and conditions of certification as captured and approved in the OEM's technical submission to SITA.
- SITA reserves the right to remove OEMs or products from the database at any time.

**Tshavhu Mukhodobwane**
HOD: Norms, Quality and Standards

**END**