



BID NO:	WCGRB 032627
BID DESCRIPTION:	SUPPLY AND DELIVERY OF AN ENTERPRISE HYBRID STORAGE SYSTEM
ADVERTISED DATE:	13 AUGUST 2026
CLOSING DATE:	4 SEPTEMBER 2026
VALIDITY PERIOD:	60 DAYS (Calculated from Closing Date)

Contents

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PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE GAMBLING AND RACING BOARD					
BID NUMBER:	WCGRB 032627	CLOSING DATE:	4 SEPTEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION					
SUPPLY AND DELIVERY OF AN ENTERPRISE HYBRID STORAGE SYSTEM					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
24 FAIRWAY CLOSE					
PAROW					
7500					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Laverne Sawall / Jehaan Davids		CONTACT PERSON	Zoe Siwa	
TELEPHONE NUMBER	021 480 7400		TELEPHONE NUMBER	021 480 7400	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	laverne@wcgrb.co.za jehaan@wcgrb.co.za		E-MAIL ADDRESS	zoe@wcgrb.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
 (Proof of authority must be submitted e.g. company resolution)

DATE:



TERMS OF REFERENCE

1. PURPOSE

- 1.1 The objective of this bid is to invite suitable and qualified service providers to submit proposals for the **supply and delivery of one (1) Lenovo ThinkSystem DE4200H Hybrid SAS 2U24 (or equivalent)**. Any equivalent solution proposed must meet or exceed all functional, configuration, performance, compatibility, capacity, support and warranty requirements contained in this specification.
- 1.2 The Western Cape Gambling and Racing Board ("the Board") (WCGRB) which commenced its formal functioning in August 1997, is a statutory body charged with the licensing and regulation of the gambling industry in the Western Cape.
- 1.3 The Board exercises its duties in terms of the Western Cape Gambling and Racing Act 4 of 1996 ("the Act") and is a public entity as listed in Schedule 3 Part C of the Public Finance Management Act (PFMA).

2. LEGISLATIVE FRAMEWORK OF THE BID

2.1 Tax Legislation

- a. Bidder(s) must be compliant when submitting a proposal to WCGRB and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- b. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations (evidence of such arrangements must accompany this bid).
- c. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- d. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- e. Bidders are required to be registered on the Central Supplier Database and the WCGRB shall verify the bidder's tax compliance status through the Central Supplier Database except in the case of where arrangements have been made with SARS as depicted in 3.1(b) above.
- f. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

2.2 Procurement Legislation

- a. The WCGRB has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), the Preferential Procurement Regulations 2022 and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

2.3 Technical Legislation and/or Standards

- a. Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

3. TIMELINE OF THE BID PROCESS

- 3.1 The period of validity of tender and the withdrawal of offers, after the closing date and time is 60 days. The project timeframes of this bid are set out below:

ACTIVITY	DUE DATE
Advertisement of bid on Government e-Tender portal and WCGRB website	13 August 2026
Bid closing date	Friday, 4 September 2026
Bid closing time	11H00 (11am)

- 3.2 All dates and times in this bid are South African standard time.
- 3.3 Any time or date in this bid is subject to change at the Board's discretion. The establishment of a time or date in this bid does not create an obligation on the part of WCGRB to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established.
- 3.4 The bidder accepts that, if the Board extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

4. CONTACT AND COMMUNICATION

- 4.1 A nominated official of the bidder(s) can make enquiries in writing, to the delegated official, Zoe Siwa via email at zoe@wcgrb.co.za.
- 4.2 The delegated official of WCGRB may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 4.3 Any communication to an official or a person acting in an advisory capacity for WCGRB in respect of the bid between the closing date and the award of the bid by the Bidder(s) is prohibited.
- 4.4 All communication between the Bidder(s) and WCGRB must be done in writing and forwarded to zoe@wcgrb.co.za.

- 4.5 Whilst all due care has been taken in connection with the preparation of this bid, WCGRB makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. WCGRB, and its employees/ officials and advisors will not be liable with respect to any information communicated, which may not be accurate, current or complete.
- 4.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by WCGRB (other than minor clerical matters), the Bidder(s) must promptly notify WCGRB in writing of such discrepancy, ambiguity, error or inconsistency in order to afford WCGRB an opportunity to consider what corrective action is necessary (if any).
- 4.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by WCGRB will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 4.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

5. LATE BIDS

- 5.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

6. COUNTER CONDITIONS

- 6.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

7. FRONTING

- 7.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 7.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during 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 WCGRB may have against the Bidder / contractor concerned.

8. SUPPLIER DUE DILIGENCE

- 8.1 WCGRB reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include requests for additional information.

9. DELIVERABLES

- 9.1 Service providers are required to submit a comprehensive, itemised proposal for the **supply and delivery of one (1) Lenovo ThinkSystem DE4200H Hybrid SAS 2U24 (or equivalent) with the following specifications:**

Product Description	Qty
Lenovo ThinkSystem DE4200H Hybrid SAS 2U24	1
Lenovo ThinkSystem Storage 2U24 Chassis	1
Fibre Channel	1
Lenovo 32Gb FC SFP+ Transceiver	8
Lenovo ThinkSystem DE4200 Controller	2
Lenovo ThinkSystem DE Series 3.84TB 1DWD 2.5" SSD 2U24	18
Lenovo 3m LC-LC OM4 MMF Cable	8
USB-A to USB-C Cable	1
1.5m, 10A/100-250V, C13 to C14 Jumper Cord	2
Lenovo ThinkSystem DE4200H Base Bundle	1
Lenovo ThinkSystem Storage Rack Mount Kit 2U24/4U60	1
Lenovo ThinkSystem DE4200/4800 Ship Kit	1
Top Choice flag	1
Lenovo ThinkSystem DMDE 2U Accessory Kit	1
Lenovo ThinkSystem DM3010/DE4200/DE4800 HIC,32G 4P I/O Plate	2
Lenovo ThinkSystem Storage SFF Drive Filler	6
Lenovo ThinkSystem DE Series 2U24 System Label v2	1
Lenovo Thinksystem DE Series DE4200H Product Label	1
Lenovo ThinkSystem DE Series 2U24 End Cap Kit (Pair)	1
Lenovo ThinkSystem Storage Packaging 2U	1
Lenovo ThinkSystem DE4200H SMID Controller Base Setting 551	1
Lenovo ThinkSystem DM3010/DE4200/DE4800 HIC, 16/32Gb FC,4-Ports	2
XClarity Pro, Per Endpoint	
XClarity Pro, Per Endpoint w/3 Yr SW S&S	1
Lenovo XClarity Pro, Per Managed Endpoint w/3 Yr SW S&S Registration only	1
Extended Support Services - Lenovo ThinkSystem DE4200 Maintenance	
5Yr Premier 24x7 4Hr Response DE4200H Hybrid SAS 2U24	1

Product Description	Qty
DE STORAGE KEEP YOUR DRIVE ADD-ON	
5Yr KYD Add-On DE4200H Hybrid SAS 2U24	1

- 9.2 **Any equivalent solution proposed must meet or exceed all functional, configuration, performance, compatibility, capacity, support and warranty requirements contained in this specification.**
- 9.3 Delivery is required within **4 - 6 months from the date of the order**, or sooner where possible.
- 9.4 **BIDDERS MUST CLEARLY INDICATE THEIR PROPOSED DELIVERY LEAD TIME AND CONFIRM STOCK AVAILABILITY OR SOURCING ARRANGEMENTS.**

10. SUBMISSION OF PROPOSALS

- 10.1 Bid documents may either be placed in the tender box (located on the front porch of 24 Fairway Close, Parow, 7500) **OR** hand-delivered at 24 Fairway Close, Parow, 7500 (Office Hours: 07H00 until 15H00 from Monday to Friday) **OR** couriered to 24 Fairway Close, Parow, 7500.
- 10.2 Bid documents will only be considered if received by WCGRB by the closing date and time, regardless of the method used to send or deliver such documents to WCGRB.
- 10.3 Bidders are requested to initial each page of the tender document on the top right hand corner.
- 10.4 To facilitate the evaluation process, all proposals must reflect the following information. Failure to supply all or any part of the requested information **MAY RESULT** in a proposal being excluded from the evaluation process. Tender submission should follow the two-envelope system.
- 10.5 Three (3) copies of the proposal (**ENVELOPE A PLUS ENVELOPE B**) must be submitted in the following format:

ENVELOPE "A" REQUIREMENTS:

- 10.6 **ENVELOPE A** must only include the following information:
- a. **SECTION 1: The following documents must accompany the bid documents:**
- (i) Company registration documentation
 - (ii) Completed and duly signed Standard Bid Documents:
 - (a) Duly completed WCBD 1 (Invitation to Bid) clearly indicating the mandatory Central Supplier Database (CSD) registration number; the Western Cape Supplier Evidence Bank (WCSEB) registration number (if applicable); and the Tax Compliance Status (TCS) Pin;
 - (b) Tax Compliance Status Report (if available);
 - (c) Duly completed, signed and **commissioned** WCBD 4 (Declaration of Interests, Bidder's Past SCM Practices and Independent Bid Determination). **The WCBD 4**

must be duly commissioned by a Commissioner of Oaths. Failure to submit a duly completed, signed and commissioned WCBD 4 will result in the bidder being disqualified.

- (d) Duly Completed and valid WCBD 6.1 (Preference points claim form);
 - (e) Duly completed and signed WCBD 7.1 (Contract form) (successful bidder); and
 - (f) General Conditions of Contract (for information purposes)
- (iii) Valid B-BBEE Certificate **OR** Sworn Affidavit (Failure to submit the document will not result in disqualification but no points will be allocated)
- (iv) Any other relevant statutory certification as specified in the Terms of Reference.
- b. **SECTION 2:** Covering letter of the service provider.
- c. **SECTION 3:** Submission of Mandatory Requirements

ENVELOPE B REQUIREMENTS:

10.7 **ENVELOPE B** must only include the following information:

- a. **Section 1:** Detailed Cost Breakdown (inclusive of VAT) aligned to WCBD 3.2 – Pricing Schedule.

EVALUATION CRITERIA:

11. EVALUATION CRITERIA

- 11.1 The evaluation criteria will be in line with the Preferential Policy Framework Act and the Preferential Procurement Regulations, 2022.
- 11.2 Evaluation of bids will be based on the 80 / 20 preferential point system wherein 80 represents price for the lowest bid and the 20 the B-BBEE status level of the contribution.
- 11.3 A three-stage evaluation process will be followed, that is:
- a. **ADMINISTRATIVE COMPLIANCE (Stage 1)**
 - b. **MANDATORY REQUIREMENTS (Stage 2) and;**
 - c. **PRICE AND B-BBEE (Stage 3).**
- 11.4 **BIDDERS WHO DO NOT MEET THE MINIMUM REQUIREMENTS IN EACH STAGE WILL NOT PROCEED TO THE NEXT STAGES.**
- 11.5 The bid which achieves the highest total points out of 100 after evaluation on Price and B-BBEE will be recommended for appointment as the preferred successful bidder.

STAGE 1: ADMINISTRATIVE COMPLIANCE:

- 11.6 Bidders will be evaluated on information submitted as per section 10.6 (Section 1).

STAGE 2: MANDATORY REQUIREMENTS

11.7 Bidders are required to comply with the mandatory requirements below in order to proceed to Stage 3: Price and B-BBEE.

MANDATORY REQUIREMENT	PROOF OF EVIDENCE TO BE SUBMITTED WITH BID PROPOSAL.
1) OEM Authorisation	The bidder must provide a valid Original Equipment Manufacturer (OEM) Letter of Authority (LOA) from the vendor, confirming that the bidder is authorised to supply, install and support the proposed solution.
2) Certified Service Partner Status	The bidder must provide proof of certification as an authorised service partner of the Original Equipment Manufacturer (OEM), demonstrating capability to support the proposed solution.
3) Support and Escalation Structure	The bidder must provide a support and escalation framework (e.g. support matrix and/or escalation matrix) demonstrating the availability of adequate support and escalation mechanisms to ensure effective service delivery, including clear contact points, response commitments and escalation procedures.

11.8 Bidders who fail to submit the required information will be disqualified from further evaluation.

STAGE 3: PRICE AND B-BBEE

11.9 Preference Points Evaluation: As the total quotation price is estimated to be less than R50 million, the responses will be evaluated on the 80/20 preference point system, whereby the bidder obtaining the highest number of total points will be awarded the contract.

Evaluation element	Weighting
PRICE	80
BBBEE	20
Total	100

11.10 PRICE EVALUATION:

- 1) A maximum of 80 points are allocated for the bid with the lowest price. Bid pricing must include 15% VAT.
- 2) If two or more bidders score equal total points in all respects, the award will be decided by drawing of lots.

11.11 B-BBEE EVALUATION:

- 1) A maximum of 20 points are allocated depending on the status level of contributor of the bidder.
- 2) Sworn Affidavits and BEE rating certificates are applicable and scoring will be done as per BBEE Status Level of Contributor stipulated in the table below.

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant Contributor	0

- 3) B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:
 - a) A duly completed Preference Point Claim Form: Standard Bidding Document (WCBD 6.1); and
 - b) B-BBEE Certificate or Sworn Affidavit.

11.12 Joint Ventures, Consortiums and Trusts

- 1) A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 2) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 3) Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. WCGRB will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 4) The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

12. PRICING MODEL

- 12.1 Bid pricing must include a total price inclusive of VAT (where applicable).
- 12.2 Bidders are required to indicate where pricing is subject to exchange rates, where applicable. Refer to paragraph 12.5 below in respect of RoE.
- 12.3 In the absence of a specified Rate of Exchange (ROE) in the quotation, the Board will deem the price to be fixed and not subject to exchange rate fluctuations. Furthermore, where the bid price does not make provision for ROE adjustments, the Board will not consider any subsequent requests for price adjustments related to exchange rate fluctuations.
- 12.4 Bidders are required to submit a detailed and itemised pricing schedule for the **supply and delivery of one (1) Lenovo ThinkSystem DE4200H Hybrid SAS 2U24 (or equivalent)**, including all associated costs. The pricing schedule must, at a minimum, include the following:

Description	Total price (incl. VAT)
Supply and Delivery of Lenovo ThinkSystem DE4200H Hybrid SAS 2U24 (or equivalent)	
5Yr Premier 24x7 4Hr Response DE4200H Hybrid SAS 2U24	
5Yr KYD Add-On DE4200H Hybrid SAS 2U24	
Delivery Costs	
Additional Costs (please specify)	
TOTAL BID PRICE THAT WILL BE USED FOR PRICE EVALUATION PURPOSES	R

12.5 PRICE ADJUSTMENTS RELATING TO FOREIGN EXCHANGE RISK

- 12.5.1 Only the portion of the bid price exposed to foreign exchange risk will be subject to adjustment.
- 12.5.2 This portion will be determined based on the price breakdown in the signed bid submission.
- 12.5.3 Adjustments will always be calculated using the original awarded contract price as the base.
- 12.5.4 Price adjustments related to foreign exchange will be based on the percentage change between the relevant base average rate of exchange (RoE) and the adjusted average RoE.
- 12.5.5 The reasonableness of exchange rate adjustments will be evaluated against the rates sourced from the Reserve Bank (<https://www.resbank.co.za>).

13. TIMEFRAMES

- 13.1 Delivery is required within 4 – 6 months from the date of the order, or sooner where possible.
- 13.2 Bidders must clearly indicate their proposed delivery lead time and confirm stock availability or sourcing arrangements

14. VICARIOUS LIABILITY

- 14.1 The service provider shall be held responsible for the conduct of his/her employees and the conduct of his/her sub-contractor's employees for the full duration of the contract.

15. ABSENCE OF OBLIGATION

- 15.1 No legal or other obligation shall arise between the service provider and the WCGRB until such time both parties have signed a formal contract or service level agreement or the award has formally been accepted by the service provider.

16. GENERAL CONDITIONS OF CONTRACT

- 16.1 Any award made to a bidder(s) under this bid is conditional, amongst others, upon –
- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which WCGRB is prepared to enter into a contract with the successful Bidder(s).
 - b. The bidder submitting the General Conditions of Contract to WCGRB together with its bid, duly signed by an authorised representative of the bidder.

17. CONTRACTUAL OBLIGATIONS

- 17.1 In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 17.2 The successful bidder will be subjected to performance evaluations in terms of measuring satisfactory performance. This will be discussed during feedback sessions, which will be scheduled by the Office of the Board.
- 17.3 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as application of regulatory and prescripts. Bidders are also required to take all reasonable steps to protect information, in line with the provisions of the POPIA 4 of 2013.

18. SPECIAL CONDITIONS OF THIS BID

WCGRB reserves the right:

- 18.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 18.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 18.3 To accept part of a tender rather than the whole tender.

- 18.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 18.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 18.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

19. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 19.1 WCGRB reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of WCGRB or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
 - a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
 - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of WCGRB's officers, directors, employees, advisors or other representatives;
 - d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - g. has in the past engaged in any matter referred to above; or
 - h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

20. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 20.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that WCGRB relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 20.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by WCGRB against the bidder notwithstanding the conclusion of the Service Level Agreement between WCGRB and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

21. PREPARATION COSTS

- 21.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing WCGRB, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

22. INDEMNITY

- 22.1 If a bidder breaches the conditions of this bid and, as a result of that breach, WCGRB incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds WCGRB harmless from any and all such costs which WCGRB may incur and for any damages or losses WCGRB may suffer.

23. PRECEDENCE

- 23.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

24. LIMITATION OF LIABILITY

- 24.1 A bidder participates in this bid process entirely at its own risk and cost. WCGRB shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

25. TAX COMPLIANCE

- 25.1 No tender shall be awarded to a bidder who is not tax compliant. WCGRB reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Compliant Status Verification Certificate to WCGRB, or whose

verification against the Central Supplier Database (CSD) proves non-compliant. WCGRB further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

26. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

27. GOVERNING LAW

- 27.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

28. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

- 28.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that WCGRB allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and WCGRB will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

29. CONFIDENTIALITY

- 29.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with WCGRB's examination and evaluation of a Tender.
- 29.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by WCGRB remain proprietary to WCGRB and must be promptly returned to WCGRB upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 29.3 Throughout this bid process and thereafter, bidder(s) must secure WCGRB's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

30. WCGRB PROPRIETARY INFORMATION

- 30.1 Bidder will on their bid cover letter make declaration that they did not have access to any WCGRB proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

31. AVAILABILITY OF FUNDS

- 31.1 Should funds no longer be available to pay for the execution of the responsibilities of this bid, the WCGRB may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

32. DISCLAIMER

- 32.1 The Western Cape Gambling and Racing Board reserve the right to withdraw this Tender/Bid without prior notice.
- 37.1 **FAILURE TO ADHERE OR COMPLY WITH ANY OF THE PROVISIONS CONTAINED IN THIS TERMS OF REFERENCE (TOR) MAY RESULT IN A NON-RESPONSIVE BID UNLESS OTHERWISE STATED.**
- 37.2 By submitting a response under this Tender/Bid, service providers accept all bid conditions as set out in this Terms of Reference.

33. PROTECTION OF PERSONAL INFORMATION

- 33.1 A law, known as the Protection of Personal Information Act, 4 of 2013 (POPIA) provides that when one processes another's personal information, such collection, retention, dissemination and use of that person's personal information must be done in a lawful and transparent manner.
- 33.2 In order to give effect to this right, we are under a duty to provide you with a number of details pertaining to the processing of your personal information. These details are housed under the WCGRB **Processing Notices**, available and accessible on the WCGRB website, <https://www.wcgrb.co.za/notices/>, which **Processing Notices** we request you kindly download and read.

PRICING SCHEDULE: NON-FIRM PRICES
(Purchases)

NAME OF BIDDER:

.....

BID NO.: **WCGRB 032627**

CLOSING DATE: **4 September 2026**

CLOSING TIME: **11:00**

OFFER TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID.

NOTICE TO BIDDERS

1. Bid pricing must include a total price inclusive of VAT (where applicable).
2. Bidders are required to indicate where pricing is subject to exchange rates, where applicable.
3. In the absence of a specified Rate of Exchange (ROE) in the quotation, the Board will deem the price to be fixed and not subject to exchange rate fluctuations. Furthermore, where the bid price does not make provision for ROE adjustments, the Board will not consider any subsequent requests for price adjustments related to exchange rate fluctuations.
4. Bidders are required to submit a detailed and itemised pricing schedule for the supply and delivery of one (1) Lenovo ThinkSystem DE4200H Hybrid SAS 2U24 (or equivalent), including all associated costs. The pricing schedule must, at a minimum, include the following:

Description	Total price (incl. VAT)
Supply and Delivery of Lenovo ThinkSystem DE4200H Hybrid SAS 2U24 (or equivalent)	
5Yr Premier 24x7 4Hr Response DE4200H Hybrid SAS 2U24	
5Yr KYD Add-On DE4200H Hybrid SAS 2U24	
Delivery Costs	
Additional Costs (please specify)	
TOTAL BID PRICE THAT WILL BE USED FOR PRICE EVALUATION PURPOSES	R

5. Proposed Delivery Period (from date of official order): _____ weeks / months
6. Does the offer comply with the specification(s)? **YES / NO**
7. Is the pricing subject to exchange rates? **YES / NO**

8. If pricing is subject to exchange rates, provide details of the basis on which the bid pricing was determined, for example: exchange rate in pricing.

PRICING DECLARATION

1. Having read and examined the Bid Document, the General Conditions of Contract, the Terms of Reference and all other annexures, we hereby offer to supply and deliver one (1) Lenovo ThinkSystem DE4200H Hybrid SAS 2U24 (or equivalent), in accordance with the specified terms and conditions, at the total price reflected in our pricing schedule (inclusive of VAT).
2. We undertake to hold this offer open for acceptance for a period of 60 days from 4 September 2026.
3. We understand that the WCGRB are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.
4. We hereby undertake, for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

SIGNATURE	
PRINT NAME OF SIGNATORY:	
FOR AND ON BEHALF OF:	
TEL NO:	
CELL NO:	
EMAIL:	



PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“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;

“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

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“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO YES
(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)					
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO YES

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and **“tender”** is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“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;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means 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 the 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;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, 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.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **“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; and
- 1.26 **“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.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

$P_{\min}$ = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

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

or

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** (delete which is not applicable)

- 9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** (delete which is not applicable)

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

CONTRACT FORM - PURCHASE OF GOODS/WORKS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all services described in the attached bidding documents to the **Western Cape Gambling and Racing Board** in accordance with the requirements and specifications stipulated in bid number **WCGRB 032627 – Supply and Delivery of an Enterprise Hybrid Storage System**, at the fee structure quoted.
2. My offer remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - *Invitation to bid [WCB 1];*
 - *Pricing/Fee Schedule [WCB 3.2];*
 - *Declaration of Interests, Bidders Past SCM Practices and Independent Bid Determination [WCB 4];*
 - *Preference Point Claim Form [WCB 6.1];*
 - *Proposal submitted in terms of WCGRB 032627 (including the Terms of Reference);*
 - (ii) General Conditions of Contract (GCC);
 - (iii) Special Conditions of Contract (*where applicable*); and
 - (iv) Any other documents submitted as part of bid WCGRB 032627.
4. 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 goods and/or works 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.
5. 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.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1

2.

DATE:

DATE

List of returnable documents

Document Description	Please tick if enclosed
Signed Invitation to Bid (WCBD 1)	
Envelope A Requirements	
Envelope B Requirements	
Pricing Schedule (WCBD 3.2)	
Declaration of Interest, Bidders Past SCM Practices and Independent Bid Determination (WCBD 4)	
Preference Point Claim Form (WCBD 6.1)	
Contract Form (WCBD7.1 – Part 1)	