



1998/009584/06

**THE SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED**

## **REQUEST FOR QUOTATION 58000/094**

**DESKTOP PERSONAL COMPUTERS**

**September 2009**

PREPARED AND ISSUED BY:

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## 1. QUOTATION RULES

### NOTE:

*Only Suppliers with the relevant experience and capacity to execute these works satisfactorily need submit a quotation. SANRAL may request more information in order to permit a full appraisal of the suppliers' experience and capacity to execute these works satisfactorily. Such information shall be provided within the time specified.*

### 1.1. FORM OF QUOTATION

- 1.1.1. The quotation shall be signed and witnessed on the Form of Quotation incorporated herein. The Schedule of Rates and Prices shall be fully priced and totalled in the currency of the Republic of South Africa to show the amount of the quotation, and the summary thereof shall be signed. The certificates, schedules and forms contained herein shall be completed and signed by the Supplier. All forms, certificates and schedules shall be completed and signed in black ink.
- 1.1.2. Where the space provided in the bound documents is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the quotation documents. All such schedules shall be signed.

### 1.2. SIGNING OF QUOTATION

- 1.2.1. The quotation shall be signed by a person duly authorised to do so. A quotation submitted by a corporation shall bear the seal of the corporation and be attested by its secretary. Quotations submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

### 1.3. QUOTATION ALL-INCLUSIVE

- 1.3.1. The Supplier shall allow in the quotation for all labour, material, consumables, accessories, software, supervision, overhead costs, profit, royalties, all taxes, levies, duties, variations in exchange rates (if applicable), and everything necessary for the execution and completion of the works in accordance with the quotation documents. Value Added Tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Works in the Summary of Schedule of Rates and Prices.

### 1.4. ALTERATIONS TO QUOTATION DOCUMENTS

- 1.4.1. No unauthorised alteration or addition shall be made to the Form of Quotation, to the Schedule of Rates and Prices or to any other part of the quotation documents. If any such alteration or addition is made or if the Schedule of Rates and Prices, other schedules or certificates are not properly completed, the quotation may be rejected.
- 1.4.2. Quotations submitted in accordance with these quotation documents shall be without any qualifications. The Suppliers shall request SANRAL in writing at

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an early a date as possible and not later than 13<sup>th</sup> September 2008, to clarify any point that is difficult to interpret. Should it be found that a point in question is significant, SANRAL will inform all the Suppliers who have downloaded documents by 16<sup>th</sup> September 2008.

**1.5. QUOTATION QUALIFICATION**

- 1.5.1. Should the Supplier, despite the provisions of quotation rule 1.4, wish to amend or qualify the quotation documents, such amendment or qualification shall be expressly set out on "AMENDMENTS OR QUALIFICATIONS BY THE SUPPLIER" (See section 6.5) with full details. Any qualification or amendment not appearing on form shall not have any force or effect despite the fact that it may be contained elsewhere in the quotation documents or in the covering letter to the quotation. Any qualification or amendment appearing in a programme or which may be derived there from and which is submitted with a quotation shall not have any force or effect unless it has been set out in writing on "AMENDMENTS OR QUALIFICATIONS BY THE SUPPLIER" (See section 6.5).

**1.6. ALTERNATIVE QUOTATIONS**

- 1.6.1. If, in addition, the Supplier desires to submit for consideration any alternative solution or any other variation (including the offer of a guarantee in lieu of retention money (see Section 6.6 in Forms to be Completed by Supplier)), the Form of "ALTERNATIVE QUOTATION" shall be completed for each alternative quotation submitted, and each alternative quotation shall be accompanied by a separate, complete and itemized Schedule of Rates and Prices, fully priced and extended, and a statement setting out the salient features of the alternative quotation.
- 1.6.2. No alternative quotation shall be considered unless a quotation without any qualifications and strictly on the basis of the quotation documents is also submitted. Alternative quotations shall reflect the same provisional sums for contingencies and contract price adjustment as provided for in the quotation documents for the postulated scheme. Any manipulation of these provisional sums shall disqualify the alternative quotation. Unless the quotation document for the postulated scheme calls for a fixed price contract, no alternative offering a fixed price shall be considered.
- 1.6.3. When a Supplier wishes to submit an alternative quotation involving modifications to the design or qualifications of the quotation documents, the following procedure shall be observed:
- 1.6.3.1. If the Supplier does decide to submit an alternative quotation, it shall be accompanied by supporting information and a fully priced alternative Schedule of Rates and Prices so that its technical acceptability, completion time and price can be fully assessed.
- 1.6.3.2. When a qualified quotation is submitted, it shall be compiled in the form of an alternative offer, showing the financial or other implications of the qualification(s) on the unqualified quotation.
- 1.6.3.3. Any alternative quotation shall be assessed on its merits and shall not necessarily be accepted on its price alone. An accepted alternative shall become the baseline for the purposes of the Agreement.
- 1.6.3.4. A decision as to whether or not to adopt a technically acceptable modified solution shall be governed by the amount of the overall savings which it can be reliably expected to achieve. Matters to be considered in arriving at the overall saving shall include the quality

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and reliability of the product, the life cycle cost of the modified solution and the effect of any deferment in the starting date arising from extra time needed for the preparation of an amended agreement for signature.

**1.7. CONFIDENTIAL NATURE OF DOCUMENTS**

- 1.7.1. All recipients of the quotation documents (whether or not a quotation is submitted) shall treat the details of the documents as confidential.
- 1.7.2. No part of any of the documents relating to the quotation may be reproduced without the permission of SANRAL.

**1.8. COST INCURRED BY SUPPLIERS**

- 1.8.1. SANRAL will not be responsible for, or pay for, any expenses or losses, which may be incurred by the Supplier in the preparation and submission of the quotation or in visiting the site in connection therewith.

**1.9. ATTENDANCE AT SITE INSPECTION / SUPPLIERS' MEETING**

- 1.9.1. No formal site inspection/Suppliers meeting will be held.
- 1.9.2. The Supplier shall inform himself on the nature of the site and shall visit and inspect the site should he/she require so.

**1.10. PREFERENTIAL PROCUREMENT**

- 1.10.1. Evaluation will be based on a points system using the formulae given under each of the evaluation criteria hereunder. Suppliers will be awarded points on a scale of 0 to 100, being the accumulation of points achieved for each of the criteria. The specifications on which these formulae are based are stipulated hereafter.

- 1.10.1.1. Financial Proposal: Maximum points will be awarded to the acceptable tender that offers the best financial value. The maximum points will be 90. Tenders under consideration will be allocated points according to the formula:

$$N_f = 90 * \left[ 1 - \frac{(T_s - T_m)}{T_m} \right] \quad \text{where,}$$

$N_f$  = Number of financial points awarded

$T_s$  = Quotation value of works

$T_m$  = Quotation value of works of lowest valid Supplier

- 1.10.1.2. SMME/HDE Utilisation: The supplier shall indicate in section 6.7 the target values of work that he expects to be carried out by, and goods and services to be procured from Small Medium and Micro Entities (SMME's) and Historically Disadvantaged Entities (HDE's). The maximum allocation of points will be 5 for a SMME that is also a HDE. Points will be awarded linearly, whereby maximum points are allocated where the minimum criteria (10 %) is exceeded by 100%, zero points if the minimum criteria (10 %) is met and negative points numerically equal to the maximum if zero is tendered. All intermediate tendered values shall be linearly interpolated to get appropriate points allocation. Negative points may not exceed the total points earned under the RDP criteria.

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1.10.1.3. Employment Equity and Ownership Equity: The supplier shall indicate in section 6.8 its HDI employment and ownership equity. In the case where a supplier is a public-listed company, the HDI make-up of the executive board shall be shown for ownership equity. The maximum allocation of points will be 5.

$$Ne = 5 * [0,8 ( \% HDI's) + 0,2 (\% Equity)], \text{ where,}$$

$$Ne = \text{Points awarded for HDI equity}$$
**1.11. QUOTATION ACCEPTANCE**

- 1.11.1. SANRAL does not bind itself to accept the lowest or any quotation.
- 1.11.2. No correspondence will be entered into by SANRAL with regard to the award of the quotation.

**1.12. QUOTATION WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE**

- 1.12.1. Any Supplier has the right to withdraw, modify or correct his quotation after it has been delivered, provided that the written request for such withdrawal, modification or correction, together with full details of such modification or correction is received at the address given for the submission of quotations before the closing date and hour set for the receipt of quotations.
- 1.12.2. The original quotation as amended by such written communication shall be considered the Supplier's offer.

**1.13. QUOTATION WITHDRAWAL OR MODIFICATION AFTER CLOSING DATE**

- 1.13.1. SANRAL may ask any Supplier for a clarification of his quotation, or to amend or adjust imbalanced quotation rates according to subrules 1.18.2; nevertheless no Supplier shall be permitted to alter his quotation sum after the quotations have been opened. However, clarifications or amendments to imbalanced quotation rates which do not change the quotation sum may be accepted.
- 1.13.2. Quotations shall remain valid for a period of twenty-eight (28) days from the time set for the opening of quotations and no quotation may be withdrawn during this period unless SANRAL informs the Supplier in writing before the end of this period that his quotation is not accepted.
- 1.13.3. Should a Supplier amend (other than according to rule 1.18) or withdraw his quotation after the time set for the receipt and opening of quotation and during the period of its validity, but prior to his being notified of the acceptance of his original quotation, or should a Supplier, after having been notified that his quotation has been accepted-
  - 1.13.3.1. give notice of his inability to execute the agreement in terms of his quotation; or
  - 1.13.3.2. fail to sign a agreement or furnish the security within the period fixed in the conditions reflected in the Form of Quotation or any extended period fixed by SANRAL; or
  - 1.13.3.3. fail to execute the agreement according to the agreement documents;
  - 1.13.3.4. he shall pay either the difference between his quotation and a less favourable quotation accepted in terms of the provisions of subrule

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1.13.4, or if SANRAL decides to invite fresh quotations, all additional expenses which SANRAL has to incur in this regard, as well as any difference between his quotation and the accepted new quotation: Provided that SANRAL may fully or partly exempt a Supplier from the provisions of this subrule if SANRAL is of the opinion that the circumstances justify the exemption.

- 1.13.4. When, in the circumstances mentioned in subrule 1.13.3 it is not deemed desirable to invite fresh quotations, SANRAL may accept another quotation from those already received.

**1.14. CANCELLATION OF QUOTATION**

- 1.14.1. If SANRAL is satisfied that any person (being an employee, partner, director or shareholder of the Supplier or a person acting on behalf of or with the knowledge of the Supplier), firm or company-
- 1.14.1.1. is executing an agreement with SANRAL unsatisfactory;
  - 1.14.1.2. has offered, promised or given a bribe or other gift or remuneration to any officer or employee of SANRAL in connection with obtaining or executing a agreement;
  - 1.14.1.3. has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining or executing a agreement with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence;
  - 1.14.1.4. has approached an officer or employee of the South African National Roads Agency Limited or in the service of SANRAL before or after quotations have been called for, to influence the award of the agreement in his favour;
  - 1.14.1.5. has withdrawn or amended his quotation after the time set for the receipt and opening of quotations;
  - 1.14.1.6. when advised that his quotation has been accepted, has given notice of his inability to execute or sign the agreement or to furnish the security required;
  - 1.14.1.7. has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from quoting for this agreement, or as to the amount of the quotation to be submitted by either party;
  - 1.14.1.8. has disclosed to any other person, firm or company the exact or approximate amount of his proposed quotation except where disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the quotation, SANRAL may, in addition to any claim which he may have in terms of rule 1.13, and in addition to any other legal resources, cancel any agreement between SANRAL and such person, firm or company and no quotation from such person, firm or company shall be favourably considered for a specified period.

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- 1.14.2. If SANRAL is satisfied that any person, firm, or company is or was a shareholder or a director of a firm or company which, in terms of subrule 1.14.1, is one from which no quotation will be favourably considered for a specified period, SANRAL may also decide that no quotation from such person, firm or company shall be favourably considered for a specified period, and in addition to any other legal resources, cancel any agreement between SANRAL and such person
- 1.14.3. SANRAL may, at its sole discretion, reverse or amend any decision in terms of subrule 1.14.1
- 1.14.4. Any restriction imposed upon any person, firm or company shall, for the purpose of this rule, apply to any other undertaking with which such person, firm or company is actively associated. The expression "person, firm or company" shall include an authorised employee or agent of such person, firm or company.
- 1.14.5. SANRAL may take any decision of a State Tender Board, including those of SA Post Office Ltd and Telkom SA Ltd, Transnet Ltd or any provincial administration or organ of state with regard to the restriction of a Supplier as being applicable to quotations for SANRAL from such Supplier.
- 1.14.6. Decisions of SANRAL in terms of subrules 1.14.1 to 1.14.4 and any revocation or variation of such decisions shall be communicated by SANRAL to all the tender boards concerned.

**1.15. LEGAL ASPECTS**

- 1.15.1. The laws of the Republic of South Africa shall be applicable to each agreement created by the acceptance of a quotation and each Supplier shall indicate a place in the Republic and specify it in his quotation as his domicilium citandi et executandi (permanent physical business address) where any legal process may be served on him.
- 1.15.2. Each Supplier shall undertake to accept the jurisdiction of the law-courts of South Africa.
- 1.15.3. Each foreign Supplier shall state in his quotation the name of his accredited agent in the Republic of South Africa in whom the necessary legal capacity is vested and who has been duly appointed to sign any agreement.

**1.16. SUBMISSION OF QUOTATIONS**

- 1.16.1. All quotations and supporting documents shall be submitted strictly in accordance with the instructions given in the official Quotation Notice.
- 1.16.2. All quotations and supporting documents shall be sealed in an envelope or package clearly marked with the Quotation title if delivered by hand.
- 1.16.3. Quotations may be delivered to SANRAL by hand, by post or by courier. In all cases the quotation shall reach the stipulated address not later than the closing date and hour stated in the Quotation Notice and the onus shall be on the Supplier to obtain confirmation of receipt.
- 1.16.4. If delivered by hand or courier the sealed envelope or package shall be delivered to the address given in the Quotation Notice.

**1.17. ADDITIONAL INFORMATION REQUIRED**

- 1.17.1. The Supplier shall submit with his quotation all the information as applicable and as required in terms of the provisions of the quotation documents.

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SANRAL reserves the right, in the event of such details being insufficient, to call for further information. The Supplier shall furnish such additional information within the time stipulated.

- 1.17.2. The Supplier shall make full allowance in the relevant scheduled rates for all costs in connection with the preparation of quotations and furnishing the information required by SANRAL.
- 1.17.3. SANRAL reserves the right to appoint a firm of chartered accountants and auditors to report on the financial resources of any Supplier. The Supplier shall provide all reasonable assistance in such an investigation.
- 1.17.4. All written information submitted by the Supplier, together with and in support of his quotation, shall be considered to form the basis on which the quotation has been prepared and submitted.


**1.18. AMENDMENTS TO QUOTATION BY SANRAL****1.18.1. Arithmetical errors**

1.18.1.1. SANRAL reserves the right to correct arithmetical or other errors in the extension of rates and totals in the quotation. The Supplier shall be informed about the effect of any corrections on his quotation sum prior to acceptance of the quotation. In no case will quoted rates be adjusted when such errors are corrected.

**1.18.2. Imbalance in quoted rates**

1.18.2.1. In the event of there being any rate or rates which are declared to be unacceptable by SANRAL for reasons which SANRAL will indicate, the Supplier will, in terms of rule 1.17, be requested –

- to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,
- and subsequently to consider amending and adjusting such rate or rates while retaining the quotation sum derived under subrule 1.18.1 unchanged and fixed. It must be understood that in the event of the Supplier refusing to adjust any rate or rates to the satisfaction of SANRAL, such refusal may prejudice his quotation.

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#### **1.19. DISQUALIFICATION OF QUOTATION**

- 1.19.1. The quotation of any Supplier who has not conformed to these quotation rules and the instructions reflected in the official Quotation Notice may be disqualified at the discretion of SANRAL.

#### **1.20. DELEGATION OF AUTHORITY BY SANRAL**

- 1.20.1. SANRAL may delegate any power vested in it by virtue of these rules to an officer or employee of SANRAL.

#### **1.21. QUOTATION RULES ARE BINDING**

- 1.21.1. The Quotation Rules as well as the instructions given in the official Quotation Notice shall be binding on all Suppliers submitting quotations for the service or services stated in the quotation documents.

#### **1.22. LANGUAGE OF THE AGREEMENT**

- 1.22.1. The quotation documents have been drafted in English. Each Agreement that originates from the acceptance of the quotation will be interpreted and construed in English.

## 2. CONDITIONS OF AGREEMENT

### 2.1. AGREEMENT

- 2.1.1. Upon acceptance of its quotation the successful Supplier shall enter into a agreement with SANRAL by completing and signing the Form of Agreement in Section 7.

### 2.2. DEFINITIONS

- 2.2.1. In the Agreement (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context requires otherwise:

**"Agreement"** shall mean this agreement including all annexures and appendices thereto and any written supplementary agreements which may be validly concluded between the parties thereto.

**"Supplier"** means the person or persons, partnership, company or firm whose quotation has been accepted for the execution of the agreement work as specified in this agreement and includes the Supplier's legally appointed representatives, heirs, successors, assignees, executors, administrators, trustees or sureties of such person, persons, partnership, company or firm.

**"SANRAL"** means The SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED instituted in terms of the South African National Roads Agency Limited and National Roads Act (Act No 7 of 1998) or a person delegated by the South African National Roads Agency Limited to act on its behalf.

**"Site"** shall refer to the various SANRAL offices located in Pretoria (Head Office), Pretoria (Menlyn), Cape Town, Port Elizabeth and Pietermaritzburg.

**"Works"**, "Supply Agreement", or "Agreement" shall mean the works described and specified in the Agreement.

- 2.2.2. All references to days shall mean days of 24 (twenty four) hours duration commencing at midnight (00h00) and which shall include non-working days unless otherwise stated.
- 2.2.3. The headings of clauses in the Agreement are for reference purposes only and shall not be taken into account in construing the context thereof.
- 2.2.4. In the Agreement unless inconsistent with the context, the words "notice", "notify", "notification", "certification" and "issue" shall connote an act to be carried out in writing.
- 2.2.5. In the Agreement, unless inconsistent with the context, the masculine includes the other gender, the singular includes the plural and vice versa, and persons shall include bodies corporate.
- 2.2.6. Any document or notice sent by a party in terms of the Agreement by prepaid registered post addressed to the other party at his domicilium citandi et executandi shall be deemed to have reached the other party within 7 (seven) days from date of posting.
- 2.2.7. The Agreement constitutes the whole agreement between the parties and no variation, amendment or addition to any of the terms and conditions shall have any force or effect unless reduced to writing and signed by both the parties.
- 2.2.8. The law applicable to this agreement is the law of the Republic of South Africa.
- 2.2.9. The quotation document has been drafted in English, which language shall apply to this Agreement.

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- 2.3.1. The Supplier holds harmless and indemnifies SANRAL from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform obligations or to fulfil liabilities and, without limiting the generality of the foregoing, the Supplier holds harmless and indemnifies SANRAL from and against:
- 2.3.1.1. Faulty design of the subcontract works and materials to be supplied if and where such design is the responsibility of the Supplier;
  - 2.3.1.2. Materials, faulty workmanship or failure of the goods if and where the goods were manufactured and/or supplied by the Supplier;
  - 2.3.1.3. Any negligence by the Supplier, his agents, workmen and servants;
  - 2.3.1.4. Any claims from the aforesaid;
  - 2.3.1.5. Any injuries and/or damages incurred on the site in performing the works.

**2.4. WARRANTIES AND REPRESENTATIONS**

- 2.4.1. The Supplier warrants and represents that:
- 2.4.1.1. the Supplier has full capacity and authority and all necessary licences, permits and consents (including but not limited to, where its circumstances and procedures so require, the consent of its Parent Company) to enter into and to perform this Agreement;
  - 2.4.1.2. this Agreement is executed by a duly authorised representative of the Supplier;
  - 2.4.1.3. the provision of the Services and SANRAL's use thereof shall not infringe on any Intellectual Property Rights of any third party and indemnifies SANRAL in respect of any claim arising out of SANRAL's use thereof;
  - 2.4.1.4. the services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence. SANRAL reserves the right to call upon the Supplier to remove any personnel whom in its opinion is incompetent;
  - 2.4.1.5. the Supplier shall discharge its obligations hereunder with all due skill, care and shall perform all Services in terms of this Agreement with the highest standards consistent with, and applicable to the industry, practice and its own established internal procedures;
  - 2.4.1.6. the services shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar rules and directives;
  - 2.4.1.7. the services satisfy the Functional Specifications and Performance Criteria and all components and Equipment supplied and/or used in the course of the provision of the Services shall operate in accordance with their technical specifications;
  - 2.4.1.8. the provision of the services shall not cause electrical interferences beyond the limits laid down in the relevant standard specifications,
  - 2.4.1.9. all equipment supplied is new and unused;
  - 2.4.1.10. all statements and representations made to SANRAL are, to the best of its knowledge, information and belief, true and accurate and that it will advise SANRAL of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading.

**DESKTOP PERSONAL COMPUTERS****2.5. AGREEMENT PRICE ADJUSTMENT**

- 2.5.1. The Supplier shall allow for exchange rate variation, if applicable, for the whole of the Works and shall arrange forward cover if so desired. The cost thereof shall be for the account of the Supplier, and shall be deemed to be included in the rates tendered.

**2.6. ASSIGNMENT AND SUBLETTING**

- 2.6.1. The Supplier shall not cede or delegate his rights or obligations in respect of the whole or any part of this Agreement.
- 2.6.2. The Supplier shall not sublet the whole or any part of the Works without the prior written consent of SANRAL.
- 2.6.3. This consent of SANRAL to any subcontracting permitted hereunder:
- 2.6.3.1. shall not imply a agreement between SANRAL and the Subcontractor or any responsibility or liability on the part of SANRAL to the Subcontractor; or
- 2.6.3.2. shall not relieve the Supplier from any liability or responsibility for the acts, neglect, omission or any Default of its Subcontractors.

**2.7. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

- 2.7.1. The Supplier shall indemnify SANRAL against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on an attorney and SANRAL scale), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in South Africa of any Intellectual Property Right arising out of or consequent upon the services rendered by the Supplier to SANRAL.
- 2.7.2. The Supplier shall promptly notify SANRAL if any claim or demand is made or action brought against the Supplier for infringement or alleged infringement of any Intellectual Property Right.
- 2.7.3. If a claim or demand is made or action brought to which Clause 2.7.1 may apply or in the reasonable opinion of the Supplier is likely to made or brought, the Supplier shall at its own expense either:
- 2.7.3.1. Modify any or all of the services without reducing the performance and functionality, or substitute alternative services of equivalent performance and functionality for any or all of the services, so as to avoid the infringement or the alleged infringement, provided that the terms of this Agreement shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to SANRAL, who will not unreasonably withhold such acceptance; or
- 2.7.3.2. Procure a royalty free licence to use the service on terms which are acceptable to SANRAL.

**2.8. CANCELLATION BY SANRAL**

- 2.8.1. This Agreement may be cancelled by SANRAL in the event of:
- 2.8.1.1. Failure by the Supplier to proceed with his obligations in terms of this Agreement with due care, skill and diligence; and

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- 2.8.1.2. In the event of insolvency or liquidation of the Supplier.
- 2.8.2. Should the Supplier default as listed in Clause 2.8.1, SANRAL shall deliver a Notice of Cancellation to the Supplier and cancel the agreement forthwith.
- 2.8.3. Where this Agreement is cancelled as contemplated above the Supplier shall immediately vacate the site and hand over to SANRAL all documents and papers which relates to the works either in printed or electronic form as may be prescribed by SANRAL. SANRAL shall within 14 (fourteen) days after date of cancellation prepare an account of the service rendered by the Supplier prior to date of such cancellation and no further payment shall be made to the Supplier until after completion of the project.
- 2.8.4. SANRAL shall be entitled to deduct from any payment due to the Supplier any additional cost, losses, disbursements and damages incurred or sustained by SANRAL by reason or in consequence of the cancellation of this Agreement, or demand payment in terms of the Guarantee.
- 2.8.5. The guarantee delivered by the Supplier in terms of this Agreement shall remain in force until completion of the project.

**2.9. PUBLICITY**

- 2.9.1. Neither party shall use the name or any other material and Information of the other in publicity releases or advertising or for other promotional purposes, without securing the prior written approval of the other party.
- 2.9.2. Both parties shall take all reasonable steps to ensure the observance of the provisions of this Clause 2.9 by all their employees, agents, Sub-Suppliers and Service Providers.
- 2.9.3. Notwithstanding the provisions of Clause 2.9.1 above, SANRAL shall be entitled to publicise the Agreement in accordance with any legal or quasi-legal obligation upon SANRAL.

**2.10. GIFTS AND PAYMENTS OF COMMISSION**

- 2.10.1. The Supplier shall not:
- 2.10.1.1. Offer or give or agree to give any person of SANRAL any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this Agreement or any other Agreement with SANRAL
- 2.10.1.2. or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement; nor
- 2.10.1.3. Enter into this Agreement if in connection with it commission has been paid or agreed to be paid to any person of SANRAL by the Supplier or on the Supplier's behalf or to the Supplier's knowledge, unless before this Agreement particulars of any commission and of the terms and conditions of any Agreement for the payment thereof have been disclosed in writing to SANRAL.

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- 2.10.2. In the event of any breach of Clause 2.10.1 by the Supplier or by anyone employed by the Supplier or acting on the Supplier's behalf in relation to this Agreement or any other agreement with SANRAL, SANRAL may summarily terminate this Agreement by notice in writing to the Supplier and withhold all payments due to the Supplier for completed work. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to SANRAL and provided always that SANRAL may recover from the Supplier the amount or value of any such gift, consideration or commission.
- 2.10.3. The decision of SANRAL shall be final and conclusive in any dispute, difference or question arising in respect of:
- 2.10.3.1. The interpretation of this Clause (except insofar as the same may relate to the amount recoverable from the Supplier under Clause 2.10.2 in respect of any loss resulting from such termination of this Agreement); and/or
- 2.10.3.2. The right of SANRAL under Clause 2.9.3 to terminate this Agreement; and/or
- 2.10.3.3. The amount of value of any such gift, consideration or commission.
- 2.10.4. In the event that any gift, consideration or commission was solicited by any employee of SANRAL, this shall immediately be disclosed in writing to SANRAL.

**2.11. FORCE MAJEURE**

- 2.11.1. For the purpose of this Agreement the expression "Force Majeure" shall mean a cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) acts of God, fire, flood, or any disaster, governmental regulations, war, rebellion or other military action. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the effected party, its employees, agents, Sub-Suppliers or Service Providers.
- 2.11.2. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of such obligations hereunder for the duration of such Force Majeure event.
- 2.11.3. If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method available and shall inform the other of the period which it is estimated that failure or delay shall continue.
- 2.11.4. It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Supplier shall have entered into any such agreement, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such agreement, supply arrangement or subcontract or otherwise as a result of circumstances of Force Majeure.

**DESKTOP PERSONAL COMPUTERS**

- 2.11.5. If a party fails to inform the other party of the Force Majeure event concerned as set out in this Clause, then such party shall thereafter not be entitled to refer to or rely on such Force Majeure as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a Force Majeure event is known by both parties or the party is unable to inform the other party due to the Force Majeure event.
- 2.11.6. If the Force Majeure continues for more than 90 (ninety) days, either party shall have the right to terminate this Agreement with immediate affect.

**2.12. SEVERABILITY**

- 2.12.1. If any court of competent jurisdiction holds any provision of this Agreement invalid, illegal, unlawful or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
- 2.12.2. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, SANRAL and the Supplier shall agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by mutual agreement by way of variation of the Agreement.

**2.13. WAIVER**

- 2.13.1. The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.
- 2.13.2. A waiver of any Default shall not constitute a waiver of any subsequent default.

**2.14. SUCCESSION**

- 2.14.1. This Agreement shall be binding on the successors in title, assignees, administrators, executors and heirs of either party.

**2.15. INSURANCE**

- 2.15.1. The Supplier shall act and take out insurance and maintain at his own cost such insurance as he deems necessary to cover his responsibilities in terms of the Agreement including the deductible excesses of the insurance. SANRAL shall be at liberty to examine the insurance purchased.

**2.16. COMMENCEMENT AND PROGRAMME**

- 2.16.1. The Supplier shall commence the Works as specified herein, and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by SANRAL or be completed beyond the control of the Supplier.

**DESKTOP PERSONAL COMPUTERS****2.17. TIME FOR COMPLETION**

- 2.17.1. The Works shall be executed by the date specified herein or such extended time as may be provided for in terms of the Agreement.

**2.18. FAILURE TO PERFORM**

- 2.18.1. If the Supplier fails to execute the Works by the date of completion or within the constraints and limitations detailed in the Agreement, the Supplier shall reimburse SANRAL for the costs reasonably incurred in arranging for the works or duties or tasks which the Supplier has consistently failed to execute satisfactorily to be carried out by others on his behalf, in accordance with the provisions of the Agreement.
- 2.18.2. SANRAL may, without prejudice to any other form of recovery, deduct such sum or sums from any monies due or which may become due to the Supplier.
- 2.18.3. The payment or deduction of such sum or sums shall not relieve the Supplier of his obligation to complete the Works or from any of his obligations or liabilities under the Agreement.
- 2.18.4. A penalty of one (1) percent of the total agreement value per calendar day or part thereof shall be applicable for late-completion or non-completion of the Works.
- 2.18.5. Penalties will be applied for non-performance during the Maintenance Phase of the Works as specified.

**2.19. TRAVELLING**

- 2.19.1. The Supplier is to include all travelling and delivery cost in his quotation, for which no extra costs will be paid.

**2.20. SITE ACCOMMODATION**

- 2.20.1. No supplier personnel will be allowed to stay on site.
- 2.20.2. No offices are available on site for the supplier.

**2.21. EQUIPMENT AND MATERIALS**

- 2.21.1. The Supplier must safeguard all material and equipment. This responsibility passes to SANRAL from the date that an Inspection Release Certificate in respect of the completed system installation is handed over. It will be the Suppliers responsibility to take out any necessary insurance cover.
- 2.21.2. The Supplier can under no circumstance make use of any other Supplier or subcontractor's equipment on site to complete their work, without the prior written consent of the other Supplier or subcontractor.

**DESKTOP PERSONAL COMPUTERS****2.22. SOFTWARE LICENCING**

- 2.22.1. The Supplier shall procure all software in the name of SANRAL and deliver the original of all such licenses and software to SANRAL before the completion of the Installation Phase of the Works.

**2.23. VACATION OF SITE**

- 2.23.1. The Supplier shall hand the site back to SANRAL in the same condition as it was before the commencement of the works. Failing to do so, SANRAL will effect all repairs, replacement and/or cleaning necessary to return the site to its original condition. All costs associated herewith will be deducted from the payment due to the Supplier.

**2.24. MEASUREMENT AND PAYMENT**

- 2.24.1. The Supplier shall submit to SANRAL, on completion of the Installation Phase of the Works and acceptance thereof by SANRAL (refer to Project Specifications), in a form that SANRAL may reasonably require, an invoice of the amount it claims in accordance with the provisions of this Agreement.
- 2.24.2. Payment shall be made within 14 (fourteen) calendar days of receipt by SANRAL (at its nominated address for invoices) of a valid invoice and statement, from the Supplier.
- 2.24.3. If any sum payable under this Agreement is not paid within 30 (thirty) calendar days after the due date then (without prejudice to the Supplier's other rights and remedies) the Supplier shall be entitled to receive interest compounded monthly on the amount owing during the period of delay. Interest shall be calculated at 1 (one) percentage point above the prime rate charged by the Supplier's bank at the time. The Supplier shall be entitled to such payment without formal notice.

**2.25. SETTLEMENT AND DISPUTES**

- 2.25.1. Any dispute or difference of any kind whatsoever between SANRAL and the Supplier in connection with or arising out of this Agreement (whether during the execution of the agreement works or after their completion and whether before or after the termination, abandonment or breach of this Agreement) shall be settled by reference to SANRAL.
- 2.25.2. If a dispute cannot be settled between the two parties, then the chief executive officers of the two parties shall meet and endeavour to resolve issues between them.
- 2.25.3. If the agreement between chief executive officers cannot be reached within 49 (forty-nine) calendar days after receipt by one Party of the other Party's request to do so, the dispute may be submitted by either party to the Gauteng High Court for urgent or interim relief.
- 2.25.4. Notwithstanding any contrary provisions in this Agreement, any Party shall have the right to approach the Gauteng High Court for urgent or interim relief.

**2.26. NON RENOUNCEMENT OF STATUTORY POWERS**

- 2.26.1. Notwithstanding any provision contained in this Agreement or any right or obligations arising there from:
- 2.26.1.1. SANRAL does not renounce any of its statutory powers; and

**DESKTOP PERSONAL COMPUTERS**

- 2.26.1.2. both parties record SANRAL's power to act in accordance with the existing or future acts of Parliament or regulations made by virtue thereof and that this Agreement shall not affect such powers in any way whatsoever; and
- 2.26.1.3. SANRAL shall have the right to refuse to furnish any information or documentation that the Supplier may request in terms of this Agreement if SANRAL is of the opinion, based on reasonable grounds, that such information or documentation is confidential, or if the disclosure of such information or documentation will infringe another party's copyright or any other right or breach a relation of trust between SANRAL and another party.

**2.27. ENTIRE AGREEMENT**

- 2.27.1. The Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and supersedes all prior representations, negotiations or understandings, proposals or prior arrangements, oral or written with respect hereto, except in respect of any fraudulent misrepresentation made by either party.
- 2.27.2. The Supplier shall be deemed to have waived and renounced any condition printed upon any stationary used by them for the purpose of or in connection with the submission of the quotation.

## DESKTOP PERSONAL COMPUTERS

### 3. SCOPE OF WORKS

#### 3.1. Introduction

- 3.1.1. After a review of its current Desktop Personal Computer solution, the South African National Roads Agency Ltd (SANRAL) identified the need to upgrade 15 (Fifteen) Desktop Personal Computers at the following office locations:
- 3.1.1.1. Network Management Center (NMC): **15 Desktop PC's + 8 TFT LCD Monitors**  
Midrand Fire Station  
2 First Avenue  
Halfway Gardens  
Midrand  
  
Tel 011- 312 1188
- 3.1.2. As a result of the fact that the NMC utilises these computers for extensive freeway surveillance by means Closed-circuit television (**CCTV**) technology the anticipated minimum life span of the new Desktop Personal Computer solution is 4 years.
- 3.1.3. This Request for Quotation (RFQ) forms the basis upon which SANRAL invites quotes for the supply, delivery and on-site warranty support service for Desktop Personal Computers at above office location.

#### 3.2. Minimum Desktop Requirements

- 3.2.1. The desktop must be new, un-used and the latest model available.
- 3.2.2. The desktop chassis must be no larger than midi tower, with a mini tower being preferable. High quality colour front, side and rear view photos are to be provided together with the quotation.
- 3.2.3. The desktop chassis colour scheme shall be black or a combination of black and silver.
- 3.2.4. The desktop chassis shall provide sufficient cooling for components installed without being to noise intrusive.
- 3.2.5. The desktop chassis shall be fitted with a colour matching 20 X DVD Writer / Reader Combo Drive.
- 3.2.6. The desktop chassis shall provide a minimum of 2 x USB 2.0 interfaces at the front as well as 2 x USB 2.0 interfaces at the rear.
- 3.2.7. The desktop motherboard shall have the following minimum requirements:
- 3.2.7.1. Connector Type: LGA 775
  - 3.2.7.2. Chipset: Intel Q965
  - 3.2.7.3. FSB: 1333 MHz
  - 3.2.7.4. Memory Support: DDR2 - 1066
  - 3.2.7.5. CPU Support: Quad-Core
  - 3.2.7.6. USB: USB 2.0 x 6 or more
  - 3.2.7.7. Audio: On-board Digital Audio or better
  - 3.2.7.8. Graphics: On-board Intel Extreme Graphics 2 or better
  - 3.2.7.9. Graphics External: PCI Express X 16
  - 3.2.7.10. Network: On-board 100/1000TX
  - 3.2.7.11. Disk I/O: SATA

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- 3.2.8. The desktop shall be equipped with Quad-Core 2.3 GHz, with B3 stepping, 4 x 128k L1 + 4x 512k L2 + 1x shared 2mb L3, 65nm, 3600 MHz HT3.0 link x1 (20.8gb/sec (with fan) processor.
- 3.2.9. The desktop shall be equipped with 2x 1G/1024MB DDR2 – 1066 (with heat sink) memory. (Lifetime warrantee)
- 3.2.10. The Desktop shall be equipped with an S-ATA2 80GB 7200-RPM 32MB Cache Hard Disk, built in Error Recovery Control, workload management, power management designed for 24x7 business operations (Video surveillance ... ETC).
- 3.2.11. The Desktop shall be equipped with an nVIDIA Quadro FX 570 - 256MB DDR2 SDRAM
- 3.2.12. The Desktop shall be equipped with a **9-pin Serial Port**
- 3.2.13. The Desktop shall be equipped with black or black/silver Multimedia Keyboard and Optical Wheel mouse. Microsoft Desktop Value pack is preferred by SANRAL.
- 3.2.14. Each desktop shall be provided pre-installed with the following software:
  - 3.2.14.1. Legitimate Copy of Microsoft Windows XP Professional SP 3;
  - 3.2.14.2. Nero CD Burning Software;
  - 3.2.14.3. Adobe Acrobat Reader 9.0;
- 3.2.15. SANRAL will be responsible for the set-up, configuration and installation of the Desktop Personal Computers.

**3.3. Minimum Monitor Requirements**

- 3.3.1. The monitor must be new, un-used and the latest model available.
- 3.3.2. The monitor shall be a 30" TFT LCD. High quality colour front, side and rear view photos to be provided together with the quotation.
- 3.3.3. The monitor colour scheme shall be black or a combination of black and silver.
- 3.3.4. The monitor shall have following minimum requirements:
  - 3.3.4.1. Display Size: 30" (75.6 cm)
  - 3.3.4.2. Response Time: 8ms (gray to gray)
  - 3.3.4.3. Brightness: Up to 300 nits
  - 3.3.4.4. Contrast Ratio: Up to 300 1000:1 or higher
  - 3.3.4.5. Viewing Angle: 178°
  - 3.3.4.6. Vertical Viewing Angle: 178°
  - 3.3.4.7. Resolution: 2560 X 1600 @ 60 Hz or better
  - 3.3.4.8. Input Signal: Three dual-link DVI-D with HDCP over digital DVI2
  - 3.3.4.9. Tilt Angle: - 5° to - 30°
  - 3.3.4.10. Swivel Angle: ± 45°
  - 3.3.4.11. Warrantee: Three years parts, labour, and on-site service. 24-hour, 90-day, toll-free technical support.
- 3.3.5. The monitor shall incorporate extensive ergonomics that are comfortable and convenient to use and shall meet TCO-99 requirements or better for radiation, ergonomics and power consumption.

## DESKTOP PERSONAL COMPUTERS

## 4. ON-SITE WARRANTY SUPPORT SERVICE

### 4.1. General

- 4.1.1. To ensure the continuous operation of the Desktop Personal Computer hardware and associated software provide under this Agreement, the Supplier or nominated 3<sup>rd</sup> party shall enter into an on-site warranty support service agreement with SANRAL.
- 4.1.2. This service agreement will be based on the payment of an annual support fee, 50 (fifty) % of which will be paid at the start of a support year, with the remainder at the end of a support year.

### 4.2. Minimum Support Requirements

- 4.2.1. The on-site warranty support service shall be for a minimum of 3-years.
- 4.2.2. Three years parts, labour, and on-site service. 24-hour, 90-day, toll-free technical support. The on-site warranty support service will provide rectification and restoration actions for hardware malfunctions, which occur as a result of normal component failures. These actions include:
  - 4.2.2.1. On-site repairs, swap outs of faulty equipments with new or warranted as new components, reloading customer licensed operating Systems and Application software, thereby restoring the equipment to its original condition by installation.
  - 4.2.2.2. Servicing and scheduled preventative maintenance of equipment.
- 4.2.3. The on-site warranty support service fee shall be fully inclusive of all spare part components, labour, transport and technical assistance for the warranty support period.
- 4.2.4. The Supplier shall provide SANRAL with the contact name, telephone number and e-mail address of a single point of contact for logging problems. Any additional information required or call-logging procedure to be followed by SANRAL shall be communicated in writing to SANRAL upfront. SANRAL shall be provided with a unique tracking (ticket) number for every call logged, to help expedite the problem tracking and resolution process.
- 4.2.5. The Supplier shall respond on-site to calls placed by SANRAL within 8 (eight) hours or less from the time the call was placed.
- 4.2.6. The Supplier shall repair the problem within the next 8 (eight) hours. In total a maximum of 16 business hours shall pass between time of logging the problem and the repair of it.
- 4.2.7. The on-site support service shall be available during Office Hours (08h00 to 17h00) on Mondays through to Fridays (Excluding Public Holidays).
- 4.2.8. Failure by the Supplier to resolve a problem within the timeframes stipulated, or any extended time frame as agreed to by SANRAL, will result in a penalty equal to 1 (one) % of the total on-site warranty support fee for that year, per occurrence.
- 4.2.9. This penalty will be deducted from any monies due to the Supplier.

## **5. SCHEDULE OF RATES AND PRICES**

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PREAMBLE TO THE SCHEDULE OF RATES AND PRICES

SCHEDULE OF RATES AND PRICES

SUMMARY OF SCHEDULE OF RATES AND PRICES

### 5.1. PREAMBLE TO SCHEDULE OF RATES AND PRICES

For the purposes of this Schedule of Rates and Prices, the following words shall have the meanings hereby assigned to them:

Unit	-	The unit of measurement for each item of work as defined in the scope of works
Quantity	-	The number of units of work for each item.
Rate	-	The payment per unit of work for which the Supplier quotes to do the work.
Amount	-	The product of the quantity and the rate quoted for an item.
Lump Sum	-	An amount quoted for an item, the extent of which is described in the Schedule of Rates and Prices, the specifications or elsewhere, but of which the quantity of work is not measured in units.

The Schedule of Rates and Prices shall be read in conjunction with the Quotation Rules, the Conditions of the Quotation, the Specifications, the quotation and Appendices to quotation and the Supplier's supplementary documents and all these documents shall be referred to where applicable for details of the description, quality, measurement and valuation of the supply of materials and for details generally of the conditions, obligations, liabilities and instructions which shall be complied with in carrying out this Quotation work.

The Supplier is advised to check the number of pages and should any be missing or duplicated, or should the figures or writing be indistinct, or should this Schedule of Rates and Prices contain any obvious errors, the Supplier must inform SANRAL at once, and have the same rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

The cost of complying with all conditions, obligations and liabilities imposed by the Quotation documents, including all overhead charges and profit, shall be deemed to be spread over and included in the prices and rates stated in the Schedule of Rates and Prices unless expressly the subject of specific items. Should there be any doubt or obscurity as to the meaning of any particular item, the Supplier must obtain an explanation of it in writing from SANRAL. No claim for extras arising from any such doubt or obscurity will be admitted after closing of the Quotation period.

The quantities set out in the Schedule of Rates and Prices are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Schedule of Rates and Prices, will be used to determine payments.

The validity of the Quotation shall in no way be affected by differences between the quantities in the Schedule of Rates and Prices and the quantities finally certified for payment.

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No claim whatsoever will be allowed in respect of errors in pricing due to the brevity of the description of items in the Schedule of Rates and Prices, the work covered by the item being fully described when read in conjunction with the relevant preamble and clauses in the Specifications.

The items of work and the respective unit prices will be held to be inclusive of everything necessary to complete the said items of work in accordance with the Quotation documents, and beyond the unit prices no extra payment will be allowed for incidental or contingent work, labour or materials. Each item must be priced and where the Supplier fails to price any item it will be held that the item is covered by the prices and rates submitted for the other items of this Schedule of Rates and Prices. The Supplier shall fill in prices for all items where the words "Rate Only" appear in the "Quantity" column. The intention is that although no work is foreseen under such an item, and no quantity is accordingly given in the "Quantity" column, the quoted price or rate shall apply in the event of work under this item being actually required.

A quotation may be rejected if the unit rates or lump sums for some of the items in the Schedule of Rates and Prices are, in the opinion of SANRAL, unreasonable or out of proportion, and if the Supplier fails, within a period of seven (7) days of having been notified in writing by SANRAL to adjust the unit rates or lump sums for such items, to make such adjustments.

All sums, rates and prices inserted against the items in the Schedule of Rates and Prices are deemed to exclude Value Added Tax.

The units of measurement used in the Schedule of Rates and Prices are based on the SI system of Metric Units. The following abbreviations are used:

%	=	Percent
No	=	Number
R	=	Rand
Rate	=	Rate Only

All prices, rates and sums of money quoted in the Schedule of Rates and Prices shall be in South African Rand (ZAR).

The Schedule of Rates and Prices shall be completed using black ink, and the Supplier shall sign the Summary. Any corrections to be done in black ink by neatly ruling out the error, then writing the new number and initiating the correction. The use of correction fluid or any other error correction material is not allowed.



## DESKTOP PERSONAL COMPUTERS

## 5.2. SCHEDULE OF RATES AND PRICES

(This form should be completed in Black Ink)

Item NO	Description	Unit	Qty	Rate per unit	Amount	
					R	c
3.2	<b>Desktop Personal Computers:</b> The supply and delivery of the units to SANRAL's NMC office as indicated to meet all specifications as specified.	No	15			
3.3	<b>Monitors:</b> The supply and delivery of the units to SANRAL's NMC office as indicated to meet all specifications as specified.	No	8			
4.2.1	On-site Warranty Support Service, for the period 1 <sup>st</sup> October 2008 to 31 <sup>st</sup> March 2009.	No	15 Desktops 08 Monitors			
4.2.2	On-site Warranty Support Service, for the period 1 <sup>st</sup> April 2009 to 31 <sup>st</sup> March 2010.	No	15 Desktops 08 Monitors			
4.2.3	On-site Warranty Support, for the period 1 <sup>st</sup> April 2010 to 31 <sup>st</sup> March 2011.	No	15 Desktops 08 Monitors			
4.2.4	On-site Warranty Support, for the period 1 <sup>st</sup> April 2011 to 31 <sup>st</sup> March 2012.	No	15 Desktops 08 Monitors			
4.2.5	On-site Warranty Support, for the period 1 <sup>st</sup> April 2012 to 31 <sup>st</sup> March 2013.	No	15 Desktops 08 Monitors			
<b>Sub - Total</b>						
<b>14% VAT</b>						
<b>Total</b>						

SIGNED ON BEHALF OF THE SUPPLIER


[.....]

[.....] signatory's name printed in capitals



## **6. FORMS TO BE COMPLETED BY SUPPLIER**

(These forms should be completed in Black Ink)

	<p align="center"><b>REQUEST FOR QUOTATION: 58000/094</b></p> <p align="center"><b>DESKTOP PERSONAL COMPUTERS</b></p>	<p align="center"><b>Page: 29 of 43</b></p>
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## 6.1. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on

\_\_\_\_\_ 2008 ' -Mr/Ms- \_\_\_\_\_

whose signature appears below, has been duly authorised to sign all documents in connection with the agreement for quotation 58000/094: DESKTOP PERSONAL COMPUTERS and any agreement which may arise there from on behalf of (block capitals)

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS : \_\_\_\_\_

DATE : \_\_\_\_\_

SIGNATURE OF SIGNATORY : \_\_\_\_\_

WITNESSES : 1. \_\_\_\_\_

: 2. \_\_\_\_\_



## DESKTOP PERSONAL COMPUTERS

**6.2. SCHEDULE OF EQUIPMENT**

The supplier must state below the technical details of the equipment that will be supplied for this quotation.

**Non-compliance or partial completion of the schedules may lead to disqualification.**

Personal Desktop	
Make and Model of Chassis (e.g. NSK 40000)	
Who is the manufacturer of Chassis (e.g. Mustek)	
Chassis Colour Scheme (Black, Black & Silver) <i>Please provide colour front, side and rear view photos</i>	
Chassis Dimensions (WxDxH) in mm	
Chassis Power Supply (e.g. 300w / 12V)	
Chassis Cooling (e.g. Heat Vent, Fan, etc)	
Chassis Front Panel LED Display (e.g. Power, HDD, etc)	
Chassis Front Panel Switch (e.g. Power, Reset, etc)	
Number of Front USB 2.0 Interfaces (e.g. 2.0)	
Number of Rear USB 2.0 Interfaces (e.g. 4.0)	
Is the Chassis equipped with colour matching 20 X DVD Writer/Reader Combo Drive (Y/N)	
Make and model of CD Writer/DVD Reader (i.e LG GCC4521B)	
Make and model of motherboard (e.g. Intel Q9650)	
Do the motherboard support the LGA 775 connector type (Y/N)	
Make and model of Processors (i.e. Quad-Core - 3.0 GHz, 1333 MHz FSB)	
Make, size and speed of memory modules (e.g. ddr2-1066 (pc2-8500) , with heatsink - 240pin - lifetime warranty)	
Who is the manufacturer of the Memory Modules?	
Make, model, size and speed of Hard Drive (e.g. Seagate, Barracuda S-ATA2, 80 GB, 7200 RPM)	
Make and Model of graphics Card (e.g. NVIDIA Quadro FX 570 features entry-level 3D performance with 256 MB of fast video memory)	
Who is the manufacturer of the Hard Disks?	
Make, model and colour of keyboard (e.g. Microsoft, Multimedia, Black)	
Make, model and colour of mouse (e.g. Microsoft, Optical Wheel Mouse, Black)	
Is the Desktop PC provided with legitimate copy of Microsoft Windows XP SP3 (Y/N)	
Default Manufactures Warranty (e.g. 3 years)	
Name of company that will be providing the 3-year on-site warranty support service?	
Number of existing Desktop Computers for which above company is providing the on-site warranty support service?	

SIGNED ON BEHALF OF THE SUPPLIER

[.....]

[.....] signatory's name printed in capitals

**DESKTOP PERSONAL COMPUTERS**

The supplier must state below the technical details of the equipment that will be supplied for this quotation.

**Non-compliance or partial completion of the schedules may lead to disqualification.**

<b>Monitor</b>	
Make and Model of Monitor (e.g. LG LCD1730P)	
Who is the manufacturer of Monitor (e.g. LG electronics)	
Monitor Colour Scheme (Black, Black & Silver) <i>Please provide colour front, side and rear view photos</i>	
Monitor Type (e.g. TFT LCD)	
Monitor Display Size (e.g. 17")	
Monitor Response Time (e.g. 16 ms)	
Monitor Brightness (e.g. 250 cd/m2)	
Monitor Contrast Ratio (e.g. 400: 1)	
Monitor Horizontal Viewing Angle (e.g. 160°)	
Monitor Vertical Viewing Angle (e.g. 120°)	
Monitor Maximum Resolution (e.g. 1280 X 1024 @ 75 Hz)	
Monitor Input Signal (e.g. 15 Pin D-Sub)	
Monitor Tilt Angle: - 5° to - 30°	
Monitor Swivel Angle: ± 45°	
Monitor TCO Rating (e.g. TCO-99)	
Default Manufactures Warranty (e.g. 3 years)	
Name of company that will be providing the 3-year on-site warranty support service?	
Number of existing monitors for which above company is providing the on-site warranty support service?	

SIGNED ON BEHALF OF THE SUPPLIER

[.....]

[.....] signatory's name printed in capitals



## DESKTOP PERSONAL COMPUTERS

**6.3. SCHEDULE OF WORK CARRIED OUT BY THE SUPPLIER**

All suppliers shall complete the following schedules and submit these with their quotation.

The supplier shall enter in the spaces provided below a complete list of the last 5 (five) Desktop Personal Computer supply agreements (in excess of R50 000.00) awarded to him. This information is deemed to be material to the award of the QUOTATION.


**Non-compliance or partial completion of the schedules may lead to disqualification.**

Client			Nature of Work & Quantities	Value of Work	Year
Name	Tel No	Fax No			

SIGNED ON BEHALF OF THE SUPPLIER

[.....]

[.....] signatory's name printed in capitals

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#### **6.4. CERTIFICATE OF NON-COLLUSIVE QUOTATION**

**I/We certify that this is a bona fide quotation.**

**I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of quotations for this agreement.**

- a) Fix or adjust the amount of this quotation by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these quotations the amount or approximate amount of the proposed quotation, except when the confidential disclosure of the approximate amount of the quotation is necessary to obtain the insurance-premium quotations required for preparation of the quotation;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival quotation for this agreement;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from quoting for this agreement, or to influence the amount of any quotation or the conditions of any quotation to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any quotation or proposed quotation for this agreement, any action similar to those described above.

**In this certificate the term “person” includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement " includes any agreement or arrangement, whether formal or informal and whether legally binding or not.**

**SIGNED ON BEHALF OF THE SUPPLIER**

[.....]

[.....] signatory's name printed in capitals



**6.5. AMENDMENTS OR QUALIFICATIONS BY THE SUPPLIER**

See Quotation rule 1.5.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF THE SUPPLIER

[.....]

[.....] signatory's name printed in capitals

## 6.6. ALTERNATIVE QUOTATION

The alternative quotation shall be furnished by the Supplier, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.


ALTERNATIVE	UNIT	RATE OR PRICE

When called upon to do so, the Supplier shall substantiate the above rates or prices with acceptable documentary evidence within in the time frame stipulated per clause 1.6 of the Quotation Rules.

SIGNED ON BEHALF OF THE SUPPLIER

[.....]

[.....] signatory's name printed in capitals

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#### 6.7. PREFERENTIAL PROCUREMENT FROM SMME's/HDE's

The supplier shall indicate in the table below the target values of work to be executed by and goods and services to be procured from SMME's/HDEs for this agreement.

Specified minimum target value is 10 %

ITEM NO	NAME OF SMME/HDE	OWNER SHIP	ITEM DESCRIPTION/GOODS & SERVICES TO BE PROVIDED	VALUE	
				RANDS	% OF TOTAL (EXCL VAT)
TOTAL					

#### Notes to Supplier:

- Suppliers shall insert "unknown" if an SMME/HDE has not been selected prior to quotation closing date.
- SMME = Small Medium and Micro Entity, HDE = Historically Disadvantaged Entity
- Ownership = SMME / HDE Ownership: 1 = Black owned enterprise, 2 = black empowered enterprise, 3= black-engendered enterprise, 4 = black youth owned enterprise, 5 = other.

SIGNED ON BEHALF OF THE SUPPLIER

[.....]

[.....] signatory's name printed in capitals

**DESKTOP PERSONAL COMPUTERS****6.8. SUPPLIER HDI EQUITY**

The supplier shall complete the table below for each participating partner of a consortium/joint venture.

COMPANY NAME:				
Employment Equity <sup>1</sup>	Total Employees	Black	Women	Disabled
Management				
Professional				
Technical				
Other				
Total				
Percentage Ownership Equity In Company <sup>2</sup>	N/A			

**Notes to Supplier:**

- 1... \ Indicate to what extent you comply with the aims of the requirements of the South African Employment Equity Act, Act 55 of 1998. Give the actual number of employees as on date of quotation submission.
- 2... \ The Supplier may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of Historically Disadvantaged Individuals (HDI) of the executive board.

**SIGNED ON BEHALF OF THE SUPPLIER**

[.....]

[.....] signatory's name printed in capitals



#### **6.9. SUPPLIER TAX CLEARANCE**

The supplier shall attach to this page an original Tax Clearance certificate (in respect of tender) to be obtained by the Supplier from the South African Revenue Service (SARS).

Each Party to a joint venture or consortium of firms shall submit such an original Tax Clearance Certificate.

Failure on the part of the Supplier to submit such original Tax Clearance Certificate(s) may result in the quotation being regarded as invalid.



DESKTOP PERSONAL COMPUTERS

**6.10. FORM OF QUOTATION**

The South African National Roads Agency Limited  
PO Box 415  
Pretoria  
0001

Sir

**QUOTATION NRA 58000/094**

**for**

**DESKTOP PERSONAL COMPUTERS**

Date of Issuing of Quotation Documents	Closing Date and Time for Submission of Quotations	This Quotation holds good for acceptance until
8 <sup>th</sup> September 2008	19 <sup>th</sup> September 2008 at 11h00	20 <sup>th</sup> October 2005 at 11h00

1. Having examined all the documents for the execution of the above-mentioned works as well as any addenda subsequently issued, I/We the undersigned, offer to execute the required work in conformity with the said documents and addenda for the sum of:  
  
.....  
  
(R.....) including VAT
2. I/We acknowledge that all parts of the Schedules and Forms included in this document for completion by the Supplier have been fully completed by me/us and form part of my/our quotation.
3. I/We undertake to carry out the whole of the works constituting this Quotation by not later than **31<sup>st</sup> October 2008**. The expected date of appointment is **3<sup>rd</sup> October 2008**. This period of completion may be modified in accordance with the provisions laid down in the Quotation, but if the said or the thus modified period is exceeded, it is agreed that the Supplier shall pay SANRAL, as a penalty, a sum of 1 (one) percent of the total Quotation value for each day or part thereof in excess of the said time for completion. It is further agreed that SANRAL may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due to or to become due to the supplier under this agreement.



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4. I/We agree to abide by this quotation for the period of 28 (twenty-eight) calendar days from the date fixed for the submission of quotation, and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
5. In the event of there being any arithmetical errors in the priced Schedule of Rates and Prices, I/We agree to their being corrected, the rates being taken as correct.
6. I/We understand that you are not bound to accept the lowest or any quotation you may receive, and that you will not defray any expenses incurred by me/us in quoting.
7. I/We choose domicilium citandi et executandi at

.....

.....  
in the Republic of South Africa.

Yours faithfully

**SIGNED ON BEHALF OF SUPPLIER** : .....

NAME OF SIGNATORY (IN CAPITALS) : .....

DATED THIS : ..... DAY OF ..... 2008

ON BEHALF OF : .....

ADDRESS : .....

: .....

: .....

TEL NO : .....

WITNESS SIGNATURE : .....

NAME (IN CAPITALS) : .....



## **7. FORM OF AGREEMENT**

(To be signed on award by successful Supplier)



## DESKTOP PERSONAL COMPUTERS

**7.1. FORM OF AGREEMENT**

THIS AGREEMENT made at .....  
on this ..... day of ..... 20 .....  
between THE SOUTH AFRICAN NATIONAL ROADS AGENCY LTD (hereinafter called  
"SANRAL") of the one part, herein represented by

.....  
in his capacity as .....  
and .....

(hereinafter called "Supplier") of the other part, herein represented by

.....  
in his capacity as .....

WHEREAS SANRAL is desirous that certain works should be performed, viz **Supply and on-site warranty support service of 15 (Fifteen) Desktop Personal Computers and 8 (Eight) Active Matrix TFT monitors**, and has accepted a quotation by the supplier for the supply, installation and commissioning of such works;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The supplier shall execute and complete the work in accordance with the agreement documents consisting of the following:

- quotation rules
- conditions of subcontract
- project specifications
- priced schedule of rates and prices (including the preamble to the schedule of rates and prices)
- said quotation
- all forms, certificates and schedules to be completed by the supplier
- any addenda issued before the quotation closing date and incorporated in the quotation
- letter of acceptance.

All the documents shall be deemed to form and be read and construed as part of this agreement.

The agreement completion date for this agreement will be **31<sup>st</sup> October 2008**. The expected date of appointment is **3<sup>rd</sup> October 2008**. This period of completion may be modified in accordance with the provisions laid down in the agreement, but if the said or the thus modified period is exceeded, it is agreed that the Supplier shall pay SANRAL, as a penalty, a sum of (1) one percent of the total agreement value for each calendar day or part thereof in excess of the said time for completion. It is further agreed that SANRAL may, without prejudice to any other method of



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recovery, deduct such sum monthly from any monies due to or to become due to the Supplier under this agreement.

In consideration of the payments to be made by SANRAL to the Supplier as mentioned hereinafter, the Supplier hereby covenants with SANRAL to supply, deliver, install and commission the works so as to conform in all respects with the provisions of the agreement.

SANRAL hereby covenants to pay to the Supplier in consideration of the supply, installation and commissioning of the works, the agreement price at the times and in the manner prescribed by the agreement. The amount to be paid by SANRAL to the Supplier for the due and faithful performance of the agreement works shall be a sum to be determined from the quantities of work actually carried out at the rates and sums shown in the priced schedule of rates and prices.

In witness whereof the parties hereto have set their signatures and seals (if any) hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF SANRAL: .....

WITNESSES : 1..... 2.....

NAME : 1..... 2.....

SIGNED FOR AND ON BEHALF OF THE SUPPLIER: .....

WITNESSES : 1..... 2.....

NAME : 1..... 2.....