

MEMBERS OFFICES: NEW FURNITURE (4TH & 5TH FLOOR AT PARLIAMENT, 90 PLEIN STREET)

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP121/2023
COMPULSORY BRIEFING SESSION	On-line via Microsoft Teams on 24 May 2023 11h00 Click here to join the meeting
CLOSING DATE:	02 JUNE 2023
CLOSING TIME:	23H55 via ONE DRIVE LINK
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN/VALID FOR ACCEPTANCE:	90 days
DESCRIPTION OF BID:	NEW FURNITURE FOR THE MEMBERS' OFFICES AT PARLIAMENT, 90 PLEIN STREET IN CAPE TOWN
BID SUBMISSIONS ELECTRONICALLY:	Bidders wishing to submit a quotation response must e-mail QeteloSCM@dbsa.org for a link to submit. (You may not email your tender submission) This must be done at least <u>before 15h30</u> on day of tender closing. Bidders must make sure they allow sufficient time prior to above time schedule, to ensure that the tender submission was received, and to resubmit before closing if any problem occurs. Closing time for the OneDrive Link submissions - 23h55 (Telkom Time) on the day of the stipulated dates shown above)
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
Free Post : Free Post KZN 665 | Musgrave | 4062
SMS : 33490

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA")

BID NUMBER: **RFP121/2023**
 CLOSING DATE: **02 JUNE 2023**
 CLOSING TIME: **23H55**
 DESCRIPTION: **NEW FURNITURE FOR THE MEMBERS' OFFICES AT PARLIAMENT, 90 PLEIN STREET IN CAPE TOWN.**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO CONCLUDE A SERVICE LEVEL AGREEMENT WITH THE DBSA

Bidders should ensure that Bids are submitted timeously and to the correct One Drive link provided by the Supply Chain Management ("SCM") Official. If the Bid is late, it will not be considered for evaluation.

The One Drive link provided will be valid till 23H55 on the closing date.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART D OF THIS DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA/JOINT VENTURE CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER (IF CONSORTIUM/JOINT VENTURE PROVIDE NAME OF EACH ENTITY) :	
POSTAL ADDRESS:	
STREET ADDRESS:	
DULY AUTHORISED CONTACT PERSON (FULL NAME):	

EMAIL ADDRESS:				
TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER (IF CONSORTIUM/JOINT VENTURE PROVIDE REGISTRATION NUMBER OF EACH ENTITY)				
BIDDER VAT REGISTRATION (IF CONSORTIUM/JOINT VENTURE PROVIDE REGISTRATION NUMBER OF EACH ENTITY)				
HAVE EITHER OF THE FOLLOWING BEEN SUBMITTED? • B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE, OR • B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX]	YES		NO	
IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]	YES		NO	
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS	TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS			

PART B**TERMS AND CONDITIONS FOR BIDDING**

1.1.1 ARE YOU THE ORIGINAL EQUIPMENT/GOODS MANUFACTURER ("OEM") FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		
1.1.2 IF "NO" TO Error! Reference s ource not found. ABOVE, ARE YOU THE EXCLUSIEV/NON-EXCLUSIVE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Exclusive ☐ Non-Exclusive [ENCLOSE PROOF FOR EITHER ANSWER]		
1.1.3 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]		
1.1.4 FULL NAME OF AUTHORISED REPRESENTATIVE			
1.1.5 SIGNATURE OF DULY AUTHORISED REPRESENTATIVE OF THE BIDDER (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
1.1.6 DATE			
1.1.6 TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

1. BID SUBMISSION:
1.1. BIDS MUST BE SUBMITTED VIA ONE DRIVE LINK. 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 ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 AVAILABLE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐

YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART C**CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS**

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES NO

~~Bid document (clearly marked as FOLDER 1 AND FOLDER 2); separated into FOLDER 1 – Pre-Qualifying documents, and FOLDER 2 – Financial proposal~~

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Part A: Invitation to Bid

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Part B: Terms and Conditions of Bidding

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Part C: Checklist of Compulsory Returnable Schedules and Documents

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Part D: Conditions of Tendering and Undertakings by Bidders

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Part E: Specifications/Terms of Reference

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Annexure A: Price Proposal Requirement

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Annexure B: SBD4 Bidders Disclosure

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Annexure C: SBD6.1 and B-BBEE status level certificate

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~~**Annexure D:** SBD8: Declaration of Bidder's Past Supply Chain Practices~~

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~~**Annexure E:** SBD9: Certificate of Independent Bid Determination~~

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Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation

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Annexure G: Certified copies of latest share certificates, in case of a company.

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Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium/joint venture.

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Annexure I Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

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Annexure J: General Condition of Contract

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Annexure K: CSD Tax Compliance Status and Registration Requirements Report

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Annexure L: Company Details

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Annexure M: Certificate of Authority of Signatory

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Annexure N: Declaration of Secrecy

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Annexure O: Declaration Certificate for Local Production and Content for Designated Sectors

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part D by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part D, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part D.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause **Error! Reference source not found.** of this Part D.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.2 of this Part D as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C, Part D and Part E) including all annexures and any other documents so designated by the DBSA.

- 1.22 SARS** means the South African Revenue Service.
- 1.23 Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 SLA** means service level agreement.
- 1.25 SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 State** means the Republic of South Africa.
- 1.28 Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

- 2.1** "includes" or "including" means includes or including without limitation; and
- 2.2** "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.
- 2.3** "Bidder(s)" includes any parties that tender as a consortium or joint venture

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to the designated Tender Officer:- Qetelo Mpanza, DBSA Supply Chain Management Unit

Email: QeteloM@dbsa.org

No questions will be answered telephonically or personally.

4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	18 May 2023
RFP document available	18 May 2023
Compulsory Briefing session	24 May 2023
Closing date for tender enquiries	26 May 2023
Closing date and time	02 June 2023

5. SUBMISSION OF TENDERS

ELECTRONICALLY

- i. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to QeteloM@dbsa.org - **ONLY**
- ii. Tender Submission Link requests will be **NOT** accepted after 15h30 on 02 June 2023. Any requests after the stipulated date and time will be disregarded.
- iii. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.

- iv. Bidders must make sure they allow sufficient time prior to above time schedule, to ensure that the tender submission was received, and to resubmit before closing if any problem occurs.

6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 6.1** Participation in the tender process is subject to compliance with the rules contained in this RFP Part D.
- 6.2** All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 6.3** All Bidders are deemed to accept the rules contained in this RFP Part D.
- 6.4** The rules contained in this RFP Part D apply to:
- 6.4.1** The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
 - 6.4.2** the Tendering Process; and
 - 6.4.3** any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

7. STATUS OF REQUEST FOR PROPOSAL

- 7.1** This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

8. ACCURACY OF REQUEST FOR PROPOSAL

- 8.1** Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable in respect of any information communicated which is not accurate, current or complete.
- 8.2** If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 8.3** Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

9. ADDITIONS AND AMENDMENTS TO THE RFP

- 9.1** The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 9.2** If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

10. REPRESENTATIONS

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered between the DBSA and the successful Bidder.

11. CONFIDENTIALITY

- 11.1** All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP, or the Tendering Process must keep the contents of the RFP 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 RFP.

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 12.1** All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 12.2** All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail as indicated above.
- 12.3** Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 12.4** The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 12.5** Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 12.6** In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 12.7** A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

13. UNAUTHORISED COMMUNICATIONS

- 13.1** Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process **are not permitted** during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

- 13.2** Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 14.1** Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 14.2** The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 14.3** Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

15. ANTI-COMPETITIVE CONDUCT

- 15.1** Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 15.1.1** the preparation or lodgement of their Bid
 - 15.1.2** the evaluation and clarification of their Bid; and
 - 15.1.3** the conduct of negotiations with the DBSA.
- 15.2** For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 15.3** In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

16. COMPLAINTS ABOUT THE TENDERING PROCESS

- 16.1** Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (scmqueries@dbsa.org)
- 16.2** The written complaint must set out:
- 16.2.1** the basis for the complaint, specifying the issues involved;
 - 16.2.2** how the subject of the complaint affects the organisation or person making the complaint;
 - 16.2.3** any relevant background information; and
 - 16.2.4** the outcome desired by the person or organisation making the complaint.
- 16.3** If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

17. CONFLICT OF INTEREST

- 17.1** A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.

- 17.2** The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- 17.3** The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

18. LATE BIDS

- 18.1** Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 18.2** Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 18.3** The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

19. BIDDER'S RESPONSIBILITIES

- 19.1** Bidders are responsible for:
- 19.1.1** examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 19.1.2** fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 19.1.3** ensuring that their Bids are accurate and complete;
 - 19.1.4** making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 19.1.5** ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 19.1.6** submitting all Compulsory Documents.
- 19.2** Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent

auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

- 19.3** Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 19.4** The DBSA 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 DBSA.
- 19.5** Failure to provide the required information may result in disqualification of the Bidder.

20. PREPARATION OF BIDS

20.1 Bidders must ensure that:

- 20.1.1** their Bid is submitted in the required format as stipulated in this RFP; and
- 20.1.2** all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

- 20.2** The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 20.3** Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 20.4** Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- 20.5** An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 21.1** Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2** The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 21.3** The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

22. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

23. RESPONSIBILITY FOR BIDDING COSTS

- 23.1** The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 23.2** The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
- 23.2.1** the Bidder is not engaged to perform under any contract; or
 - 23.2.2** the DBSA exercises any right under this RFP or at law.

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 24.1** All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
- 24.1.1** as required by law;
 - 24.1.2** for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 24.1.3** to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

25. USE OF BIDS

- 25.1** Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 25.2** Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

26. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

27. EVALUATION PROCESS

- 27.1** The Bids will be evaluated and adjudicated as follows:

27.1.1 FIRST STAGE – RESPONSIVENESS

A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Attendance of Compulsory Online Tender Brief via MS Teams	Pre-Qualifier	Y

B. Tenderers who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will **not** be evaluated further.

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
2	Standard conditions of tender as required.	48 hours	Y
3	Returnable documents completed and signed.	48 hours	Y
4	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be fully registered & compliant in order to do business with the DBSA.	7 days	Y
5	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y
6	Valid original/ certified letter of good standing (COIDA).	48 hours	Y
7	BBBEE Certificate/ Affidavit. (Consortiums, Joint Venture Companies and Partnership must submit a consolidated BBBEE Certificate)	48 hours	Y

27.2 SECOND STAGE: FUNCTIONAL EVALUATIONS (Site Visit to confirm the Part E of the returnable document)

Bidders will be assessed against the below criteria as aligned to the tender scope requirements. Only those Bidders who meet the minimum technical score of 70 points will proceed to the next stage.

CATEGORY	FUNCTIONALITY CRITERIA	POINTS (MAXIMUM)
(i)	Experience of Tenderer – At least 3 years' experience in delivering contracts for supply and installation of office furniture (confirmed by award letters)	60
(ii)	Schedule – Manufacture, Supply, Delivery & Assembling of Furniture	40
Total		100

The scoring for each criterion will be as follows:

Criteria (i): Experience of Tenderer

Description	Score breakdown	Maximum Score
Bidders must provide evidence of their successful completion of previous similar projects in the supply and installation of office furniture, confirmed by Completion Certificates or similar to prove successful delivery/ completion.	Company has more than 5 successful projects completed within the last 5 years' in delivery, supply and installation of office furniture = 60	60
	Company has 4-5 successful projects completed within the last 5 years' in delivery, supply and installation of office furniture = 40	
	Company has 2-3 successful projects completed within the last 5 years' in delivery, supply and installation of office furniture = 20	
	Company has less than 3 projects completed within the last 5 years' in delivery, supply and installation of office furniture = 0	

Criteria (ii): Schedule – Manufacture, Supply, Delivery & Assembling of Furniture

Description	Score breakdown	Maximum Score
Bidder to provide a detailed schedule for manufacturing, supply, delivery and assembling of furniture within the stipulated time-frame. This time-frame may require the successful bidder to work over weekends or in multiple shifts per day.	Excellent response – bidders' ability, based on the schedule, to fully deliver 100% of furniture <u>within 40 working days from award</u> = 40	40
	Acceptable response - bidders' ability, based on the detailed methodology/ schedule, to fully deliver 75% of furniture <u>within 40 working days from award</u> = 30	
	Less than acceptable response - bidders' ability, based on the detailed methodology/ schedule, to fully deliver 50% of furniture <u>within 40 working days from award</u> = 20	
	Less than above criteria = 0	

Those bidders reaching a minimum threshold of 70 points will proceed to the next stage of evaluation.

27.3 THIRD STAGE: PRICE AND PREFERENTIAL POINTS ASSESSMENT

- 27.3.1** The Third stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

27.3.2 Price points

The following formula will be used to calculate the points for price:

$$P_s = 80(1 - (P_t - P_{min}) / P_{min})$$

Where:

Ps = Points scored for comparative price of tender or offer under consideration;
 Pt = Comparative price of tender or offer under consideration; and
 Pmin = Comparative price of lowest acceptable tender or offer.

27.3.3 Preferential procurement points

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

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

An unincorporated 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.

27.3.4 Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.

Stage 4 : Risk Analysis & Objective Criteria

- a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “**Other Objective Criteria**” in terms of the PPR2022, in order to ascertain suitability for award – we reserve the right to clarify any aspects listed hereunder where applicable.
 - i. If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
 - ii. Fully compliant and registered with the National Treasury Central Supplier Database.
 - iii. No misrepresentation in the tender information submitted.

- iv. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
 - v. The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
 - vi. Convicted by a court of law for fraud and corruption
 - vii. Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
 - viii. Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
 - ix. Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the DBSA QS estimate will be used as a guide to indicate financial risk.
 - x. In terms of unduly high Tendered amounts in the Tender offer, refer to the PPR2022.
 - xi. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
 - xii. A check against any other requirement as stipulated in the **Additional Conditions of Tender**.
 - xiii. Use of adherence to the stipulated requirement of **Local Content Declaration** as Objective Criteria.
 - xiv. The DBSA reserves the right to action a site visit during evaluation and/or pre-award, to verify manufacturing capacity/ capability.
- b.** Secondly, a further risk analysis may be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, presents an unacceptable commercial risk to the employer in terms of:
- i. The contents of project specific tender returnable will be assessed.
 - ii. DBSA QS confirmation on value for money on project and activity list pricing received from bidder.

28. STATUS OF BID

- 28.1** Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.
- 28.2** A Bid must not be conditional on:
- 28.2.1** the Board approval of the Bidder or any related governing body of the Bidder being obtained;
 - 28.2.2** the Bidder conducting due diligence or any other form of enquiry or investigation;
 - 28.2.3** the Bidder (or any other party) obtaining any regulatory approval or consent;
 - 28.2.4** the Bidder obtaining the consent or approval of any third party; or
 - 28.2.5** the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 28.3** The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 28.4** The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

29. CLARIFICATION OF BIDS

- 29.1** The DBSA may seek clarification from and enter discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought, or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 29.2** The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

30. DISCUSSION WITH BIDDERS

- 30.1** The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 30.2** ~~As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.~~
- 30.3** The DBSA is under no obligation to undertake discussions with, and Bidders.
- 30.4** In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 30.4.1** conduct a site visit, if applicable;
 - 30.4.2** provide references or additional information; and/or
 - 30.4.3** make themselves available for panel interviews.

31. SUCCESSFUL BIDS

- 31.1** Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 31.2** The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 31.3** A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

32. NO OBLIGATION TO ENTER INTO CONTRACT

- 32.1** The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.

- 32.2** The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

33. BIDDER WARRANTIES

- 33.1** By submitting a Bid, a Bidder warrants that:
- 33.1.1** it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
 - 33.1.2** it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
 - 33.1.3** it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
 - 33.1.4** it accepts and will comply with the terms set out in this RFP; and
 - 33.1.5** it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. DBSA'S RIGHTS

- 34.1** Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
- 34.1.1** cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 34.1.2** alter the structure and/or the timing of this RFP or the Tendering Process;
 - 34.1.3** vary or extend any time or date specified in this RFP
 - 34.1.4** terminate the participation of any Bidder or any other person in the Tendering Process;
 - 34.1.5** require additional information or clarification from any Bidder or any other person;
 - 34.1.6** provide additional information or clarification;
 - 34.1.7** negotiate with any one or more Bidder;
 - 34.1.8** call for new Bid;
 - 34.1.9** reject any Bid received after the Closing Time; or
 - 34.1.10** to split the award based on the value for money, stock availability and lead time to delivery;
 - 34.1.11** reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS

- 35.1** This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- 35.2** Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 35.3** All Bids must be completed using the English language and all costing must be in South African Rand.

36. MANDATORY QUESTIONS

36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document and are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a ✓ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete, and the Bid may be disqualified.

36.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	Comply/Accept	Do not comply/Do not accept

36.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Comply/Accept	Do not comply/Do not accept

36.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Comply/Accept	Do not comply/Do not accept

36.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.	Comply/Accept	Do not comply/Do not accept

36.1.5

In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Comply/Accept	Do not comply/Do not accept

36.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C Checklist of	Comply/Accept	Do not comply/Do not accept

Compulsory Returnable Schedules and Documents of the Tender Document.		
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36.1.7

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	Comply/Accept	Do not comply/Do not accept

36.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Comply/Accept	Do not comply/Do not accept

36.1.9

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	Comply/Accept	Do not comply/Do not accept

36.1.10

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Comply/Accept	Do not comply/Do not accept

36.1.11

The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Comply/Accept	Do not comply/Do not accept

36.1.12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Comply/Accept	Do not comply/Do not accept

36.1.13

The Bidder should not qualify the proposal with own conditions. Caution: If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	Comply/Accept	Do not comply/Do not accept

36.1.14

Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed	Comply/Accept	Do not comply/Do not accept
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envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.

36.1.15

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.

Comply/Accept	Do not comply/Do not accept

36.1.16

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.

Comply/Accept	Do not comply/Do not accept

36.1.17

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by the DBSA signatory and added to this RFP as an addendum.

Comply/Accept	Do not comply/Do not accept

36.1.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.

Comply/Accept	Do not comply/Do not accept

36.1.19

Bidders who make use of subcontractors:	Comply/Accept	Do not comply/Do not accept
1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.		

2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		
3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation.		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

36.1.20

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Comply/Accept	Do not comply/Do not accept

36.1.21

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.	Comply/Accept	Do not comply/Do not accept

36.1.22

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA.	Comply/Accept	Do not comply/Do not accept
Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. For Bids considered for price and preference evaluation, points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for B-BBEE status level of contributor (according to the PPPFA Regulations) is 20.		

36.1.23

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	Comply/Accept	Do not comply/Do not accept

36.1.24

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The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Comply/Accept	Do not comply/Do not accept

36.1.25

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.	Comply/Accept	Do not comply/Do not accept

36.1.26

Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.	Comply/Accept	Do not comply/Do not accept

36.1.27

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Comply/Accept	Do not comply/Do not accept

36.1.28

Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid. This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.	Comply/Accept	Do not comply/Do not accept

36.1.29

Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid. This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.	Comply/Accept	Do not comply/Do not accept

36.1.30

The following will be grounds for disqualification (as listed under the Other Objective Criteria):	Comply/Accept	Do not comply/Do not accept
• Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or • The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or • The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or • The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or • Bids received after the stipulated closure time will be immediately disqualified; and/or • Bidders who have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank to manage its concentration risk. This threshold is currently set at R10 million for consultancy services.		

 Signature(s) of Bidder or assignee(s)

 Date

 Name of signing person (in block letters)

 Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

Telephone Number:.....FAX number.....

Cell Number:

Email Address.....

PART E

SPECIFICATIONS

1. INTRODUCTION

The Development Bank of Southern Africa is seeking a quotation of new office furniture to be delivered to 90 Plein Street in Cape Town.

All bidders MUST respond to and comply with the following technical specifications and requirements that will be utilised by the DBSA to evaluate whether or not the building being offered by the bidder meets the minimum technical requirements of the DBSA. DBSA will conduct site visits and assessments to verify compliance to the specifications and requirements.

2. SCOPE OF OFFICE FURNITURE (See Annexure A following)

2.1 LOCATION

Furniture is to be delivered to the 4th and 5th Floors of 90 Plein Street, Cape Town

2.2 CONTRACTING TERMS

Contracting will be between the service provider and DBSA, where payments will be made by DBSA according to the direct payment procedure. These contracting and payment processes will be expressly detailed in the contractual documentation to be signed.

Annexure A

Pricing Schedule

Supply, delivery and installation of the furniture items listed below.

Specification references refer to the Cecil Nurse Catalogue but equal and approved specifications will be considered.

Rates are to include for Access routes to the 4th and 5th Floors of 90 Plein Street (Which will be pointed out at the Compulsory Clarification Meeting), security clearance & Access Cards issued for all the Service Provider staff and any over-time for the installation of the furniture and equipment.

No additional claims for the above will be entertained.

#	Description	Total Required	Rate	Amount
1	MAKULU HIGH BACK CHAIR SINGLE SHELL 600W X 600D BLACK GENUINE LEATHER UPHOLSTRY SOLID WOOD MAHOGANY ARMRESTS KNEE TILT MECHANISM (HEAVY DUTY) LOCKABLE IN VARIOUS POSITIONS DONATI ALUMINIUM BASE 50MM CASTORS GAS HEIGHT ADJUSTMENT EXEC DOUBLE TAPER	181		
2	MAKULU VISITORS CHAIR 4 LEGGED 550W X 550D X 900H HARDWOOD IN MAHOGANY STAIN NAIL GLIDES FITTED TO FEET UPHOLSTERED IN BLACK GENUINE LEATHER	482		
3	HILTON SINGLE SEATER 810W X 810D X 760H SEQUEL PWPPER CORN FABRIC LOOSE BACK AND SEAT CUSHIONS METAL HOOP FRAME SQUARE SHAPE FRAME AND ARMRESTS	12		
4	HILTON DOUBLE SEATER 1520W X 810D X 760H SEQUEL PWPPER CORN FABRIC LOOSE BACK AND SEAT CUSHIONS METAL HOOP FRAME 20 X 20MM - BLACK SQUARE SHAPE FRAME AND ARMRESTS	8		
5	URBAN LOOP COFFEE TABLE - MAHOGANY VENEER 1200L X 600D X 400H 25MM TOP WITH 2MM FLAT EDGING 20 X 20MM SQUARE STEEL FRAME - BLACK	7		
6	CANTEEN TABLE - METRO - WALNUT LAMINATE 1800W X 900D X 750H 25MM TOP WITH 2MM FLAT EDGING	14		

	TAPERED WOODEN LEGS PLINTH CONSTRUCTION ALL ROUND			
7	TRILL CANTEEN SIDE CHAIR 820H X 500W 515D MONOBLAC STACKABLE CHAIR FIBREGLASS REINFORCED POLYPROPYLENE UV RESISTANT RECYCLABLE RESIN NON SLIP FEET MATT FINISH AVAILABLE IN ANTHRACITE, MOSS, MUSTARD, OCEAN AND TABACCO	56		
8	FOCUS EXECUTIVE L-SHAPED DESK - MAHOGANY VENEER 2000W X 2000L X 732H 32MM BOWED FRONT TOP MAHOGANY A GRADE VENEER 1000MM OPEN EXTENSION WITH MODESTY PANEL FULL LENGTH MODESTY PANEL WITH ALUMINIUM DETAIL 32MM LEG PANEL ADJUSTABLE LEVELLERS 2MM SOLID WOOD FLAT EDGING ALL ROUND	155		
9	VISTA MEETING TABLE - MAHOGANY VENEER WITH POWER 1800L X 1200W X 730H 50MM SOLID PROFILED EDGE 50MM H LEG PANELS AND MODESTY PANEL	5		
10	MEETING TABLE - MAHOGANY VENEER 1200 X 1200 CONVEX SQUARE 32MM TOP AND CROSS BASE HEIGHT ADJ LEVELERS 2MM SOLID EDGING	86		
11	FOCUS MOBILE PEDESTAL- MAHOGANY VENEER 420W X 515D X 540H 1 X PEN AND PENCIL DRAWER 1 X STD DRAWER 1 X DEEP FILING DRAWER CENTRAL LOCKING 4 X 50MM NYLON CASTORS SILVER HANDLES	155		
12	VISTA SERVER UNIT - MAHOGANY VENEER WITH POWER 1600W X 600D X 950H TO FIT 120L BAR FRIDGE 2 X HINGED DOORS AND 5 DRAWERS SILVER HANDLES 50MM SOLID PROFILED EDGE	4		
13	FOCUS WALL UNIT - MAHOGANY VENER 900W X 450 D X 1900H	155		

	2 FRAMED 3MM CLEAR GLASS DOORS ABOVE AND 2 SOLID DOORS BELOW FRAMED 32MM TOP AND BOTTOM 16MM CARCASS AND SHELVES			
14	POWER IN DESK TOP IN-DESK POWER DOCK - BLADE 1 EVO 1 X BI-DIRECTIONAL USB CHARGER 1 X STD 3 PIN SA 16 AMP SOCKET 1 X COMPACT 3 PIN SA 16 AMP SOCKET DATA PASS THROUGH 3M SUPPLY CABLE	164		
15	HORIZONTAL IN DESK POWER DOCK - BLACK - FOR MEETING TABLE 2 X DATA BLANKS HDMI 2 X STD 3 PIN SA 16 AMP SOCKET 2 X COMPACT 3 PIN SA 16 AMP SOCKET BLUE LED "POWER ON" INDICATOR 3M SUPPLY CABLE	5		
16	POWER IN DESK TOP IN-DESK POWER DOCK - BLADE 1 EVO 1 X BI-DIRECTIONAL USB CHARGER 1 X STD 3 PIN SA 16 AMP SOCKET 1 X COMPACT 3 PIN SA 16 AMP SOCKET DATA PASS THROUGH 3M SUPPLY CABLE	157		
17	HORIZONTAL IN DESK POWER DOCK - BLACK - FOR SERVER UNIT 2 X DATA BLANKS HDMI 2 X STD 3 PIN SA 16 AMP SOCKET 2 X COMPACT 3 PIN SA 16 AMP SOCKET BLUE LED "POWER ON" INDICATOR 3M SUPPLY CABLE	3		
18	Bar Fridge 120l-130l	3		
19	Full height Fridge 230 l - 245l Silver	3		
20	Microwave oven 40l-45l	6		
21	1450mm Melamine Desk as per Framework Spec			
22	1250mm Modesty Panel as per Framework Spec			
23	Mobile Pedestal as per Framework Spec			
24	Allow for delivery and installation by the bidder to the 4 th & 5 th Floor, 90 Plein Street	ITEM		
TOTAL VALUE EXCLUSIVE OF VAT			R	
VAT 15%			R	
TOTAL VALUE INCLUSIVE OF VAT			R	
TOTAL VALUE CARRIED OVER TO FORM OF OFFER			R	

TOTAL FORM OF OFFER

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand.....(in words);

Rand (in figures).

Signature

Name

Capacity

***** failure to complete the pricing schedule in full and fully detailed pricing schedule will result in disqualification of the Bid.**

Annexure B**SBD 4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be

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

reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position
representing the Bidder

.....
Name of duly authorised person

Annexure C**SBD 6.1**

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

- (a) Price; and
- (b) Specific Goals (namely, BBBEE status level of contributor).

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20	n/a	
2	9	18	n/a	
3	6	14	n/a	
4	5	12	n/a	
5	4	8	n/a	
6	3	6	n/a	
7	2	4	n/a	
8	1	2	n/a	
Non-compliant contributor	0	0	n/a	

(Note: Bidders are required to submit their BBBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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
 [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

Annexure D**SBD-8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1— This Standard Bidding Document must form part of all bids invited.
- 2— It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3— The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4— In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	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?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

~~I, THE UNDERSIGNED (FULL NAME).....~~

~~CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.~~

~~I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.~~

.....

~~Signature~~.....~~Date~~.....

.....

~~Position~~.....~~Name of Bidder~~.....

.....

~~Position~~.....~~Name of Bidder~~.....

Annexure E

SBD-9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 ~~_____ This Standard Bidding Document (SBD) must form part of all bids¹ invited.~~
- 2 ~~_____ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.~~
- 3 ~~_____ 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 authorizes 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.~~~~
- 4 ~~_____ This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.~~
- 5 ~~_____ In order to give effect to the above, the attached Certificate of Bid Determination (SBD-9) must be completed and submitted with the bid:~~

~~¹ Includes price quotations, advertised competitive bids, limited bids and proposals.~~

~~² 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 not to compete.~~

SBD-9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

 (Bid Number and Description)

in response to the invitation for the bid made by:

 (Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
 (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

- ~~8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.~~
- ~~9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.~~

~~³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.~~

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

.....
SignatureDate

.....
Position Name of Bidder

Annexure F

Bidders are required to include, as Annexure F to their Bids, certified copies of all relevant CIPC or Trust Deed Certificate or Sole Proprietor registration documents listing all members and shareholders with percentages.

Annexure G

Bidders are required, as annexure G to their Bids, to submit certified copies of the latest share certificates of all relevant companies

Annexure H

Bidders who submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.

Annexure I

Bidders are required to include, as Annexure I to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.

Annexure J**[General Conditions of Contract]**

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUAINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Bidders are required to confirm (*Tick applicable box*) below:

Item	YES	NO
Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?		

Annexure K

Tax Compliant Status and CSD Registration Requirements

ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.

CSD Registration Number:	
---------------------------------	--

COMPANY DETAILS

Annexure M**RESOLUTION FOR SIGNATORY****A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

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

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. _____

and any Contract 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. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

IMPORTANT NOTICE: RESOLUTION TO SIGN

1. In the event that a resolution to sign is not completed by all directors/ shareholders of the enterprise, the signature of any one of the director or shareholders to this quotation will bind all the directors/ shareholders of the enterprise and will therefore render the quotation valid.
2. In the event that a non-shareholder/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation.
3. In the case of a joint venture or consortium, at least one director/ shareholder of each of the parties need to sign the joint venture or consortium agreement.
4. Furthermore, in the case of a joint venture or consortium at least one director/ shareholder of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

DECLARATION

I, THE UNDERSIGNED

NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT.

I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure N

DECLARATION OF SECRECY

DECLARATION OF SECRECY

I

(FULL NAME)

(SURNAME)

(ID NUMBER)

solemnly declare that

1. I have taken note of the provisions of the Protection of Information Act (Act 84 of 1982) and in particular of the provisions of section 4 of the Act.
2. I understand that I shall be guilty of an offence if I reveal any information which I have at my disposal being given access to such information by my daily accessibility which I know or should reasonably know that the security or other interests of the Republic require that it be kept secret from any person other than a person
 - . to whom I may lawfully reveal it; or
 - . to whom it is my duty to reveal it in the interests of the Republic; or
 - . to whom I am authorised by the Head of the Department or by an officer authorised by him to reveal it.
3. I understand that the disclosure of information is not limited to the supplying of documentation, but also the disclosure of facts by word of mouth, as well as the disclosure of facts in any other way, whether by means of photographs, videos, tape recordings, computers, plans, sketches or any other manner by means of which knowledge of facts may be revealed.
4. I am fully aware of the serious consequences that may follow any breach or contravention of the said provisions and instructions.

SIGNATURE: _____

PLACE: _____

DATE: _____

WITNESSES 1. _____

2. _____

OFFICE STAMP

Annexure O:

SBD6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

LOCAL CONTENT & Applicable Annexures C, D & E

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Policy Framework Act, 2000 make provision for the use of Objective Criteria, of which the promotion of local production and content is utilised.
- 1.2. In the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

	Description	Stipulated Minimum Threshold %
1.	High Back Chairs	65%
2.	Visitors Chairs	100%
3.	Coffee Table	90%
4.	Mobile Pedestal	100%
5.	Server Unit	100%
6.	Wall Unit	100%
7.	Cables	90%
8.	Melamine Desk	70%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid. The relevant rates of exchange information is accessible on www.resbank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of (name of bidder
 entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above, although must still be populated in full.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the
- (f) Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

NOTE:

- The duly completed and signed **SBD 6.2 (Declaration Certificate for Local Content)** must form part of the bid/ tender documentation.
- The Declaration Certificate for Local Contents (SBD 6.2) corresponding **Annexure C** must be completed duly signed and form part of the conditional appointment letter and subsequent contract if successful.

Annex C

SATS 1286.2011

Local Content Declaration - Summary Schedule

(C1) Tender No.	RFP 121/2023
(C2) Tender description:	NEW FURNITURE FOR THE MEMBERS OFFICES AT PARLIAMENT, 90 PLEIN STREET IN CAPE TOWN
(C3) Designated product(s)	As per below "List of Items".
(C4) Tender Authority:	DBSA
(C5) Tendering Entity name:	
(C6) Tender Exchange Rate:	Pula EU GBP
(C7) Specified local content %	

Note: VAT to be excluded from all calculations

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	High Back Chairs										
2	Visitors Chairs										
5	Coffee Table										
11, 23	Mobile Pedestal										
12	Server Unit										
13	Wall Unit										
15,16,17	Cables										
21	Melamine Desk										

(C20) Total tender value

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content

(C24) Total local content R 0

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Annex D

[illegible]

Summary

(D19) Total exempt imported value	R 0
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Summary

(D32) Total imported value by tenderer	R 0
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Annex D - Continued

Imported Content Declaration - Supporting Schedule to Annex C

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content

Summary

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

#REF!

Date:

 This total must correspond with
 Annex C - C 23

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.

(E2) Tender description:

(E3) Designated products:

(E4) Tender Authority:

(E5) Tendering Entity name:

Note: VAT to be excluded from all calculations

**Local Products
(Goods, Services
and Works)**

Description of items purchased

Local suppliers

Value

(E6)

(E7)

(E8)

(E9) Total local products (Goods, Services and Works)

R 0

(E10) **Manpower costs** (Tenderer's manpower cost)

R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

R 0

(E13) Total local content

R 0

**This total must correspond with Annex C -
C24**

Signature of tenderer from Annex B

Date: