



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU3-23/24-0166-HO	CLOSING DATE:	03 October 2023	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION AND ASSEMBLING OF OPEN PLAN OFFICE FURNITURE FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT					
DEPARTMENT OF HEALTH					
GROUND FLOOR, GLOBAL LIFE BUILDING					
BHISHO					
5605					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mrs Lulama Tshangela		CONTACT PERSON	Mrs Lulama Tshangela	
TELEPHONE NUMBER	0406089576		TELEPHONE NUMBER	0406089576	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	lulama.hlangani@echealth.gov.za		E-MAIL ADDRESS	lulama.hlangani@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES ENCLOSE PROOF)		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES, ANSWER THE QUESTIONNAIRE BELOW)	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:




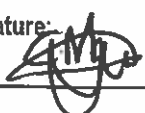
Revision			
Drafted By	Date: 24/04/2023	Name: Ms L. Tshangela	Signature: 
Reviewed By	Date: 24/04/2023	Name: Mr P. Mtheleli	Signature: 
Approved Specification Committee	By: Date: 17/05/2023	Name: Mr Riaan Cunningham	Signature: 
Advert Approved By:	Date: 28/08/2023	Name: Ms C. Mgijima	Signature: 

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DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise. In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoh	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none"> o The cover page and the table of content and definitions o Part 1 which details the Conditions of Bid; o Part 2 which details the Conditions of Contract and Operational Requirements; o Part 3 which details the bid strategy o Part 4 which details the Specifications relating to the Technology / Services o Part 5 which contains all the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 2 of this invitation to bid;

PART 1

Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

The Department intends to engage suitably qualified suppliers to supply, deliver install and assembling of office furniture for the Eastern Cape Department of Health for a period for 36 months.

Furniture Products are designated for local production and content. in terms of Regulation 8(2) and 8(4) of the Preferential Procurement Regulations, 2017.

The SBD 6.2 and Declaration forms for Local Content (Annexes C, D, & E) must be completed with the bidder's Local Content percentages for the specified furniture items listed in SBD 6.2 of the tender document.

The stipulated minimum threshold percentage for local production and content for the various furniture items ranges between 65% and 100%. Thus only locally produced or locally manufactured products from local raw materials in accordance with the required threshold values will be considered.

If the raw material or input to be used for a specific item is not available locally, bidders should obtain written exemption letter from **the dti** should there be a need to import such raw material or input, and

A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid

Excluded in the designation is mainly primary steel used for fabrication of furniture products. This is to encourage local manufacturers to seek the best global competitive prices for primary materials hence the competitive imported primary steel used in the manufacture of furniture will be deemed to have been sourced locally for the purposes of calculating local content.

For further information, bidders and procuring organs of state may contact the Industrial Procurement Unit within the dti at 012 394 5598/1412/1664 or email RRaluthaga@thedti.gov.za, MMasinga@thedti.gov.za, MRKitiaka@thedti.gov.za

Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

- The local content (LC) expressed as a percentage of the bid price will be calculated in accordance with the following formula:
 - $LC = (1 - x/y) * 100$
- 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 will be converted to Rand (ZAR) by using the exchange rate published by the SARB **at 12:00 on the date that the bid has been advertised.**

SATS 1286:2011, Local content Declaration Templates (Annexes C, D & E) and the Guidance Document for the Calculation of Local content are accessible to all potential bidders on the dti official website (http://www.dti.gov.za/industrial_development/ip.jsp) at no cost

The following documents must be completed in full by the bidder

1. SBD 6.2 (Declaration Certificate for Local Content) returned with the bid
2. Annex C: Local Content Declaration (Summary Schedule) returned with the bid
3. Annex D: Imported Content Declaration (Supporting Schedule to Annex C)
4. Annex E: Local Content Declaration (Supporting Schedule to Annex C)

2. OFFER AND SPECIAL CONDITIONS

- 2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) with its bid. Bidders must take careful note of the special conditions.
- 2.2 All bids submitted in reply to this invitation to bid must incorporate all the forms, parts, certificates and other additional required documentation forming part of this invitation to bid, duly completed where required.
- 2.3 **It is a requirement that the bidder must be registered with (CSD) Central Supplier Database (attach proof).**
- 2.4 In the event that any form or certificate provided in Part 3 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.
- 2.5 Financial standing of the bidder will be considered and bidders are required to submit documentary proof to demonstrate financial capability.
- 2.6 Form Part 5 schedule J must be completed accordingly.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

- 3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.2 All bids must be submitted in a sealed envelope bearing the bidders name, bid number, bid description and closing date.
- 3.3 All bids must be received before the closing time and date stipulated above and must be deposited in the bid box at the address detailed on the cover page of this invitation to bid. No late bid submission will be accepted.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. PRICING

- 5.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 Schedule B – SBD 3.2 which completed form/s must be submitted together with the bid documents.
- 5.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.
- 5.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 Schedule B – SBD3.2

6. Questions and Answers process

- 6.1 ECDOH will receive questions sent by Bidders by email to be directed to this email address: **lulama.hlangani@echealth.gov.za** ECDOH will in return respond to the questions by email to all registered prospective Bidders. Responses will include a copy of the questions and corresponding responses. The identity of a Bidder who has directed questions to ECDOH will not necessarily be disclosed by ECDOH in such responses.

7. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 Schedule C– SBD 4.

8. PREFERENCE POINTS CLAIM FORMS

Part 5 Schedule K – SBD 6.1 contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid. Failure to claim such points will lead to non-scoring of preference points.

9. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

10. CONSORTIA/JOINT VENTURE

- 1.1. It is recognized that bidders may wish to form consortia/Joint Ventures (JV) to provide the Services.
- 1.2. A bid in response to this invitation to bid by a consortium/JV shall comply with the following requirements: -
- 1.2.1. It shall be signed so as to be legally binding on all consortium/JV members

- 1.2.2. One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 1.2.3. The lead member shall be the only authorized party to make legal statements, communicate with the ECDOH and receive instructions for and on behalf of any and all the members of the consortium/JV. Failure to to nominate an authorized lead member will invalidate the bid.
- 1.2.4. A copy of the agreement entered into by the consortium/JV members shall be submitted with the bid.

11. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organisational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule H.

12. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder must provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details must be provided on the form attached as Part 5 – Schedule I which completed form, must be submitted together with the bid.

13. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J.

14. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of 120 **(One Hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

15. ACCEPTANCE OF BIDS

The DoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the DOH even if it implies a waiver by department of certain requirements which the DoH considers to be of minor importance and not complied with by the bidder.

16. NO RIGHTS OR CLAIMS

- 16.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DoH. The DoH (as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process

or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

- 16.2 Neither the DoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

17. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 17.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the DoH.
- 17.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

18. ACCURACY OF INFORMATION

- 18.1 The information contained in the invitation to bid has been prepared in good faith. Neither the DoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 18.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

19. COMPETITION

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

- 19.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

20. RESERVATION OF RIGHTS

20.1 Without limitation to any other rights of the DoH (whether otherwise reserved in this invitation to bid or under law), the DoH expressly reserves the right to:-

20.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

20.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;

20.1.3 Reject all responses submitted by bidders and to embark on a new bid process.

22.1.4 Award the bid to one or more than one bidder/s.

21. EVALUATION CRITERIA

The bid will be evaluated in terms of Regulation 4(1) of the Preferential Procurement Regulation 80/20 Preference Point system will be applied where the lowest bidder will be allocated 80 Points for price. A maximum of 20 points will be awarded for specific goals.

The following formula will be used to calculate points out of 80 for price.

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

Where

P_s = points scored for comparative price of bid or offer under consideration.

P_t = Comparative price of bid or offer under consideration.

P_{min} = comparative price of lowest acceptable bid or offer.

The following table must be used to calculate the score out of 20 points for Specific Goals

B-BBEE Status Contribution	Level of Disadvantage	Weighting (of 20 POINTS)	Number of points (80/20 system)
Historically Individuals		20%	4
Women		20%	4
Youth		20%	4
Disability		20%	4
Military Veterans		10%	2
Locality		10%	2
TOTAL		100%	20

- A tenderer must submit proof of its Specific Goals.
- A tenderer failing to submit proof of specific Goals may not be disqualified, but may only score points out of 80 price, and scores 0 points out of 20 for Specific Goals.

- c) The Specific Goals supporting documents required to verify claimed points may in line with the specific requirements include:
- CSD report (must be recent within 7 days from closing date);
 - CIPRO Certificate and/or ID copies (must be certified with original stamp within 3 months from closing date of bid/quote);
 - Medical Certificate / Doctor's medical report (Impairment should be substantially limiting long term or of recurring nature)
 - Municipal accounts or proof of address

The points scored for the specific goal shall be added to the points scored for price and the total shall be rounded off to the nearest two decimal places.

Evaluation will be conducted into the following stages:

21.1 STAGE 1: ADMIN COMPLIANCE

- 21.1.1 ECDOH has defined pre-qualification criteria as per Preferential Procurement Regulations of 2017 that must be met by the Bidder in order for ECDoH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDoH in order to determine whether a bid complies in this regard.
- 21.1.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDoH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDoH will have the right to reject the Bid in question and not to evaluate it at all;
- 21.1.2.1 reject the Bid in question and not to evaluate it at all;
- 21.1.2.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDoH may determine, of it being requested by ECDoH and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
- 21.1.2.3 in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.
- 21.1.3 The bid documentation must be completed comprehensively and correctly.
- 21.1.4 Declaration forms SBD 4 must be completed and signed
- 21.1.5 Bidders must have provided supporting documentation as per the bid requirements.

21.2 STAGE 2: MANDATORY COMPLIANCE

The following mandatory compliance requirements shall apply:

- 21.2.1 Invitation to Bid (SBD1) must be completed and signed.
- 21.2.2 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).

FAILURE TO COMPLY WITH ANY OF THE CRITERIA ABOVE WILL RESULT IN DISQUALIFICATION OF BIDDERS.

21.3 STAGE 3: Evaluation in terms of the stipulated minimum threshold for local production and content for Office Furniture

- 21.3.1 Only locally produced or locally manufactured furniture with a minimum threshold for local production and content will be considered.
- 21.3.2 The minimum threshold percentages for local production and content for office furniture are stipulated per item on the specification document.
- 21.3.3 Bids must be evaluated in terms of the minimum threshold stipulated in the bid documents.
- 21.3.4 The declaration made by the bidder in the Declaration Certificate for Local Content (SBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) will be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C will be used.
- 21.3.5 The amendment of the stipulated minimum threshold for local production and content is not allowed.
- 21.3.6 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid, 12 February 2016. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- 21.3.7 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation: $LC = (1 - X/Y) \times 100$

Where

X is the imported content in Rand

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

21.4 STAGE 4: Functionality:

Criteria	Scoring Matrix	Max Score	Evidence
References	Client references up to 3 with positive reference forms & contact details, for supply, delivery and assembling of office furniture. One reference = 1, Two references = 3, Three references = 5	5	Client reference form in a client Letter head listing of client name, contract value of R1m and above, contact details & performance of the bidder.
Quality Assurance	No Quality Assurance Plan or Inadequate = 0 Quality Assurance Plan = 5	5	Provide Copy of Quality Assurance Plan, Process or Policy
Risk Questions	Indicate your customer relationship management strategy, by specifically indicating the process of	3	Reply on not more than a single A4 typed page

Criteria	Scoring Matrix	Max Score	Evidence
	taking an instruction from the customer and confirming all requirements are met before, during and after production? (Meet = 3, partially meet = 2, inadequate = 0)		
	What is your contingency plan if your facility is shut down due to fire, major power outage or industrial action? (Meet = 3, partially meet = 2, inadequate = 0)	3	
	How will you deal with getting instructions from the client on short notice, in terms of a production run that may take longer than the deadline? (Meet = 2, partially meet = 1, inadequate = 0)	2	
	Please indicate your policy around cancelations or changes to production runs before and during productions runs?	2	
Physical Infrastructure & Logistics	<ul style="list-style-type: none"> Lease agreement or ownership confirmation for production factory or warehouse building within Eastern Cape = 5 ; outside Eastern Cape = 0 Availability of Delivery vehicle/s = 5 Availability of equipment and tools used for delivery, installation and assembling = 5 	15	<ul style="list-style-type: none"> Signed Lease Agreement with proof of rental payments for 3 months or proof of ownership Vehicle registration papers Equipment list
	Total Points	35	

NOTE:

A bidder that scores less than 25 points out of 35 in respect of functionality will be regarded as non-responsive bid and will be disqualified.

Only bidders that obtain a minimum of 71 percent equivalent to 25 points for functionality will qualify for further evaluation in terms of price and BBBEE evaluation.

21.5 Stage 5: Price and Specific Goals

80/20 preference point system will apply. The bid will be awarded to the highest point scoring bidder.

PART 2

Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

- 2.1 Prices shall be firm for the first 12 months and for the 2nd and 3rd years will be adjusted according to the CPI.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.
- 2.4 The Principal contract has the responsibility to ensure any payments due to its subcontractor/s is fulfilled irrespective of any delayed payments by ECDoH .

3. SERVICE MANAGER

The Contractor shall provide the Services in accordance with the service specifications and service levels detailed in the Specification and any service level agreement implemented.

4. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- 4.1 *The ECDoH's operational requirements.*** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 4.2 *Problem identification and reporting.*** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall: -
- 4.3 *Other Service Providers*** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.
- 4.4 *Regulations and statutes*** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.
- 4.5 *Compliance with procedures.***

It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

- 4.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 4.7 Should the ECDoH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

- 4.8 Contractor's procedures** The contractor shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution**

Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services;

- 4.9 Provision of Services in clean and tidy manner.** The contractor shall ensure that the Services are provided in a clean and tidy manner.

5. HAZARDOUS MATERIALS

The contractor will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.

6. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

8. OCCUPATIONAL HEALTH AND SAFETY

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

The contractor: -

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety

and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

9. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

10. PERFORMANCE MEASUREMENT PROVISIONS

10.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

10.2 Compliance. For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined: -

- with reference to reports provided by contractor;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

10.3 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

10.4 Measurement of performance

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.

- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

10.5 Results of checks, audits and surveys ECDoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

11. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

12. LOSS AND DAMAGE

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

13. SUB CONTRACTORS

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

PART 3

BID STRATEGY

THE BID CALLS FOR SUPPLY, DELIVERY, INSTALLATION AND ASSEMBLING OF OPEN PLAN OFFICE FURNITURE FOR EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS

- The Eastern Cape Department of Health (ECDoH) has been categorized into 3 clusters for the purpose of allocating the contract to three (3) individual Suppliers, each supplier allocated one cluster.
- The bid will therefore be awarded to 3 Suppliers, each responsible for its own cluster, unless the number of qualifying bidders is less than 3. The bid will be awarded to 2 qualifying bidders equitably or 1 bidder entirely as the case may be.
- Bidders must bid for all items per cluster in order to be responsive. Failure to bid for all items will lead to disqualification.
- The successful bidder will be requested to deliver the office furniture ordered directly to where the furniture is required.
- The contract is rates / item price based and will be utilized on an as and when required principle.
- The clusters are as follows:

CLUSTERS

CENTRAL REGION	EASTERN REGION	WESTERN REGION
<ul style="list-style-type: none">▪ Head Office▪ Amathole District▪ Buffalo City Metro▪ Chris Hani District▪ Joe Gqabi District▪ Frontier Hospital▪ Frere Tertiary Hospital▪ Cecilia Makiwane Regional Hospital	<ul style="list-style-type: none">▪ OR Tambo District▪ Nelson Mandela Academic Hospital▪ Alfred Nzo District▪ Mthatha Regional Hospital▪ St Elizabeth Regional Hospital	<ul style="list-style-type: none">▪ Nelson Mandela Bay Metro▪ Sarah Baartman District▪ Livingstone Tertiary Hospital▪ Dora Nginza Regional Hospital▪ P.E. Provincial Hospital

PREFERENCE

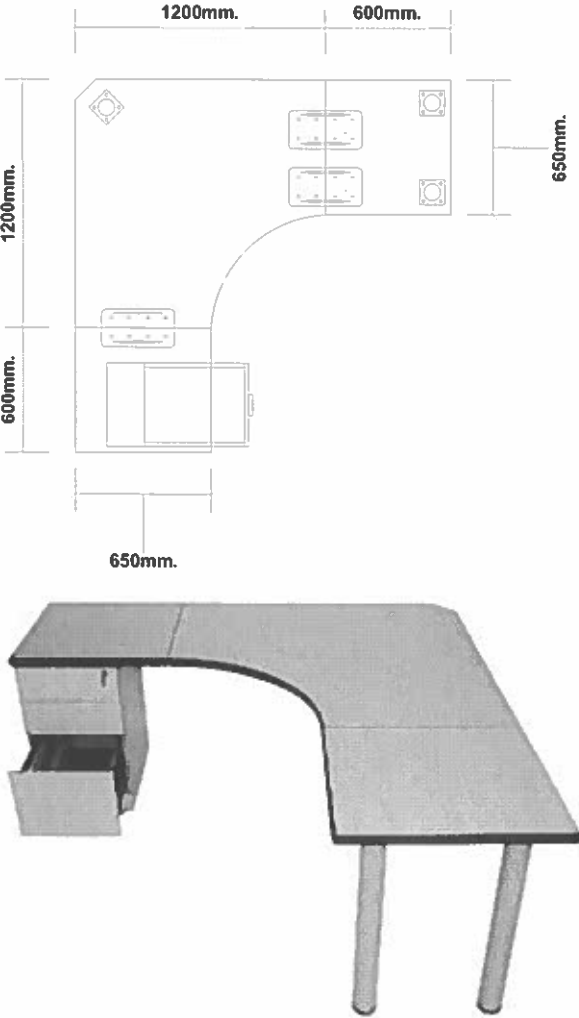
The allocation of clusters will be based on the 80/20 preference point system.

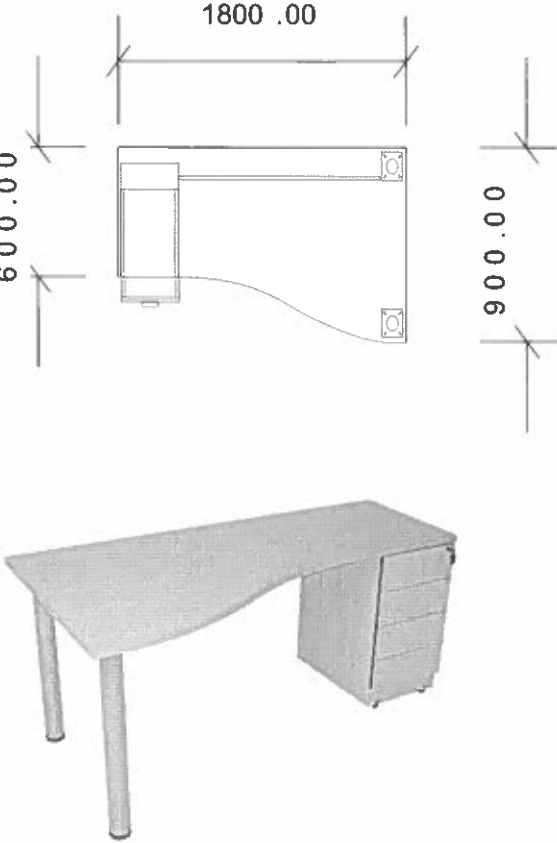
- The bidder who scored the highest points in Central Region will be allocated the Central Region and will not be considered for Eastern and Western Region unless the number of qualifying bidders is less than the regions.
- The bidder who scored the highest points in Eastern Region will be allocated clusters in the Eastern Region and will not be considered for Central and Western Regions unless the number of qualifying bidders is less than the regions.

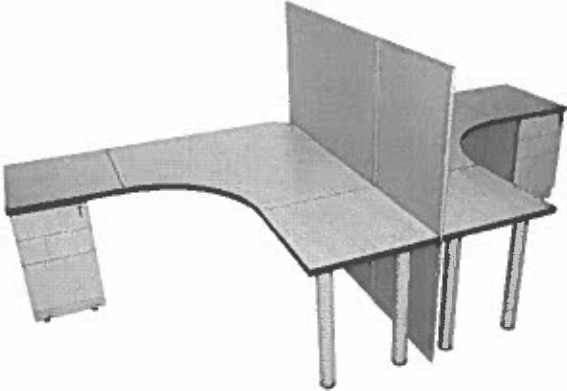
- The bidder who scored the highest points in Western Region will be allocated clusters in the Western Region and will not be considered for Central and Eastern Regions unless the number of qualifying bidders is less than the regions.
- Inspection of premises and delivery vehicles may be conducted to the shortlisted service provider/s

PART 4

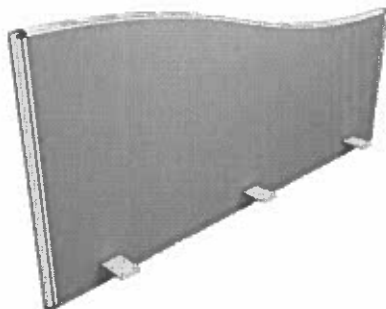
SPECIFICATION

Item 0005	Computer workstation	Threshold
<p>Computer workstation consisting of:</p> <ul style="list-style-type: none"> 1 x 1200 x 650 / 1200 x 650 Standard Core top – cross grain 2 x 600 x 650 Rectangular top <ul style="list-style-type: none"> Higher grade pressure laminate CDL / DECON <ul style="list-style-type: none"> 0.35 surface o Burgan mahog, Cherry, Oak or Maple finish o Suitable balancing backer o Full 32mm thick top Grid of steel threaded insets on underside of all tops. o 32mm x 3mm Flat P.V.C edges on sides and back - Black o 32mm x 12mm Bull nose P.V.C knock in edges on all users sides 1 x 3 Draw desk hight pedestal – no top o 2 x Standard drawers o 1 x deep filing drawer with steel cradle <ul style="list-style-type: none"> Metal draw runners o Metal draw inners o Central lock mechanism o Height adjustable ferrules 3 x Steel pole legs o 76mm diameter x 700mm high o Welded top plate o Adjustable base foot o Silver epoxy coated finish o Fitted to grid of steel insets – underside 1 x Wood modesty panel o Burgan mahog, Cherry Oak or Maple finish o To size as required o Complete with steel fixing brackets o Fitted to grid of steel insets - underside 3 x Heavy duty steel structural fixing brackets <ul style="list-style-type: none"> 350mmW x 190mmD x 3mm Thick 8 x Hole punchings to match pole legs o Black epoxy coated finish Fitted to grid of steel insets – underside 		<p>90%</p>


Item 0006	Computer workstation	THRESHOLD
<p>Computer workstation consisting of:</p> <ul style="list-style-type: none"> 1 x 1800/900 x 600 Spline top <ul style="list-style-type: none"> Higher grade pressure laminate CDL / DECON 0.35 surface Burgan mahog, Cherry Oak or Maple finish Suitable balancing backer Full 32mm thick top Grid of steel threaded insets on underside of all tops. 32mm x 3mm Flat P.V.C edges on sides and back - Black 32mm x 12mm Bull nose P.V.C knock in edges on all users sides 1 x 3 Draw desk height pedestal – no top <ul style="list-style-type: none"> 2 x Standard drawers <ul style="list-style-type: none"> 1 x deep filing drawer with steel cradle Metal draw runners Metal draw inners Central lock mechanism Height adjustable ferrules 2 x Steel pole legs <ul style="list-style-type: none"> 76mm diameter x 700mm high Welded top plate Adjustable base foot Silver epoxy coated finish Fitted to grid of steel insets – underside 1 x Wood modesty panel <ul style="list-style-type: none"> Burgan mahog, Cherry, Oak or Maple finish To size as required Complete with steel fixing brackets Fitted to grid of steel insets - underside 		90 %


Item 0007	Floor & Desk Based Full Fabric Screens – Aluminium Frame (For Open Plan Office Area's)	THRESHOLD
<p>Acoustic office partitions-floor based</p> <ul style="list-style-type: none"> • 1500h x 1200w x 22t • Choice of: <ul style="list-style-type: none"> ➢ Full fabric ➢ Fabric and Perspex frosted glass ➢ Full Perspex frosted glass • Choice of vulcan fabrics • Choice of vinyl fabrics • Charcoal epoxy coated aluminium frame • Adjustable ferrules • Includes all connectors <p>Acoustic office partitions-floor based</p> <ul style="list-style-type: none"> • 1500h x 1000w x 22t • Choice of: <ul style="list-style-type: none"> ➢ Full fabric ➢ Fabric and Perspex frosted glass ➢ Full Perspex frosted glass • Choice of vulcan fabrics • Choice of vinyl fabrics • Charcoal epoxy coated aluminium frame • Adjustable ferrules • Includes all connectors <p>Acoustic office partitions-floor based</p> <ul style="list-style-type: none"> • 1500h x 900w x 22t • Choice of: <ul style="list-style-type: none"> ➢ Full fabric ➢ Fabric and Perspex frosted glass ➢ Full Perspex frosted glass • Choice of vulcan fabrics • Choice of vinyl fabrics • Charcoal epoxy coated aluminium frame • Adjustable ferrules • Includes all connectors <p>Acoustic office partitions-floor based</p> <ul style="list-style-type: none"> • 1500h x 800w x 22t • Choice of: <ul style="list-style-type: none"> ➢ Full fabric ➢ Fabric and Perspex frosted glass ➢ Full Perspex frosted glass • Choice of vulcan fabrics • Choice of vinyl fabrics • Charcoal epoxy coated aluminium frame • Adjustable ferrules • Includes all connectors <p>Acoustic office partitions-floor based</p> <ul style="list-style-type: none"> • 1500h x 600w x 22t • Choice of: <ul style="list-style-type: none"> ➢ Full fabric ➢ Fabric and Perspex frosted glass ➢ Full Perspex frosted glass • Choice of vulcan fabrics • Choice of vinyl fabrics 		<p>Desk 90% Full Fabric Screens 100%</p>


<ul style="list-style-type: none"> Charcoal epoxy coated aluminium frame Adjustable ferrules Includes all connectors 		
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Item 0008	Desk Based	THRES HOLD
Acoustic office partitions-Desk based <ul style="list-style-type: none"> 1800W x 600H x 22t Choice of: <ul style="list-style-type: none"> Full fabric Fabric and Perspex frosted glass Full Perspex frosted glass Choice of vulcan fabrics Choice of vinyl fabrics Silver aluminium frame Includes all connectors 2 x Under desk fixing brackets 		100%
Acoustic office Partitions-Desk based <ul style="list-style-type: none"> 1600W x 600H x 22t Choice of: <ul style="list-style-type: none"> Full fabric Fabric and Perspex frosted glass Full Perspex frosted glass Choice of vulcan fabrics Choice of vinyl fabrics Silver aluminium frame Includes all connectors 2 x Under desk fixing brackets 		
Acoustic office Partitions-Desk based <ul style="list-style-type: none"> 1200W x 600H x 22t Choice of: <ul style="list-style-type: none"> Full fabric Fabric and Perspex frosted glass Full Perspex frosted glass Choice of vulcan fabrics Choice of vinyl fabrics Silver aluminium frame Includes all connectors 2 x Under desk fixing brackets 		
Acoustic office Partitions-Desk based <ul style="list-style-type: none"> 1000W x 600H x 22t Choice of: <ul style="list-style-type: none"> Full fabric Fabric and Perspex frosted glass Full Perspex frosted glass Choice of vulcan fabrics Choice of vinyl fabrics Silver aluminium frame Includes all connectors 2 x Under desk fixing brackets 		
Acoustic office Partitions-Desk based <ul style="list-style-type: none"> 900W x 600H x 22t Choice of: <ul style="list-style-type: none"> Full fabric Fabric and Perspex frosted glass Full Perspex frosted glass Choice of vulcan fabrics Choice of vinyl fabrics Silver aluminium frame Includes all connectors 2 x Under desk fixing brackets 		
Acoustic office partitions-Desk based <ul style="list-style-type: none"> 600W x 600H x 22t Choice of: <ul style="list-style-type: none"> Full fabric 		


<ul style="list-style-type: none"> ➤ Fabric and Perspex frosted glass ➤ Full Perspex frosted glass • Choice of vulcan fabrics • Choice of vinyl fabrics • Silver aluminium frame • Includes all connectors • 2 x Under desk fixing brackets 		
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Item 0009	Executive High Back operators chairs	THRESHOLD
Executive High back operators chair <ul style="list-style-type: none"> • 100% black leather upholstery • 2 Piece split shell • Moulded seat & backrest • Chrome back bar • Scorpio armrests – poly cap on chrome frame • Swivel & tilt action • Full knee tilt synchron mechanism • Tension tilt adjustment • Gas height adjustment • 5 Star chrome castor base • Maximum weight 120 kg • Spare parts of the chair must be available 		65 %


Item 0010	Executive visitor's arm chairs	THRESHOLD
Executive visitor's arm chairs <ul style="list-style-type: none"> • 100% black leather upholstery • 2 Piece split shell • Moulded backrest • Moulded seat • Chrome back bar • Scorpio armrests – poly cap on chrome frame • Chrome sleigh base frame • Maximum weight 120 kg • Spare parts of the chair must be available 		70 %


Item 0011	Executive high back chair	THRESHOLD
Executive high back chair <ul style="list-style-type: none"> • 100% black leather upholstery • Swivel & tilt action • Gas height adjust • Torsion bar mechanism • Taurus armrests • Chrome frame • Triangle chrome feature in back rest • 5 Star aluminium castor base • Maximum weight 120 kg • Spare parts of the chair must be available 		65 %


Item 0012	Executive visitors arm chairs	THRESHOLD
Executive visitors arm chairs <ul style="list-style-type: none"> • 100% black leather upholstery • Taurus armrests • Chrome sleigh base frame • Moulded shell • Maximum weight 120kg • Spare parts of the chair must be available 		70 %


Item 0013	High back operators chair	THRESHOLD
High back operators chair <ul style="list-style-type: none"> • 100% black leather <ul style="list-style-type: none"> o Ruched • Full synchro mech <ul style="list-style-type: none"> o 5 Position locking • Gas height adjustment • Height adjustable armrests • 5 Star nylon castor base • Maximum weight 120 kg • Spare parts of the chair must be available 		65 %

Item 0014	Visitors arm chairs	THRESHOLD
Visitors arm chairs <ul style="list-style-type: none"> 100% black leather <ul style="list-style-type: none"> Ruched Curved poly armrests Metal sleigh base frame <ul style="list-style-type: none"> Chrome Maximum weight 120 kg Spare parts of the chair must be available 		70 %


Item 0015	High back operators chair	THRESHOLD
High back operators chair <ul style="list-style-type: none"> Range 2 fabric Full synchro mech <ul style="list-style-type: none"> 4 Position locking Gas height adjustment Flexi armrests 5 Star nylon castor base ISO 18001/14001 Maximum weight 120 kg Spare parts of the chair must be available and pricing 		65 %

Item 0016	Mid back chair	THRESHOLD
Mid back chair <ul style="list-style-type: none"> Range 2 fabric 1 Piece fully moulded high back shell Curved poly armrest on steel sub frame Swivel & tilt action Forward knee tilt mechanism Gas height adjustment 5 Star nylon castor base Maximum capacity weight 120 kg Spare parts of the chair must be available and pricing 		65 %


Item 0017	High back operators chair	THRESHOLD
High back operators chair <ul style="list-style-type: none"> • Backrest – Netting black / white • Seat - Range 2 fabric • Swivel & tilt action • Simple synchron mechanism • Flexi armrests • 5 Star castor base • Maximum weight 120 kg • Spare parts of the chair must be available 		65 %


Item 0018	Visitors arm chair	THRESHOLD
Visitors arm chair <ul style="list-style-type: none"> • Backrest – Netting black / white • Seat - Range 2 fabric • Poly arm on steel sum frame - Integral sleigh base frame • Maximum weight 120 kg • Spare parts of the chair must be available 		70 %

Item 0019	Mid back operators chair	THRESHOLD
Mid back operators chair <ul style="list-style-type: none"> • Backrest – Netting black • Seat - Range 1 fabric Vulcan black • Swivel & tilt action • Simple synchron mechanism • Trio armrests • 5 Star castor base • Maximum weight 120 kg • Spare parts of the chair must be available • 		65 %



Item 0020	Visitors arm chair	THRESHOLD
Visitors arm chair <ul style="list-style-type: none"> • Backrest – Netting black • Seat - Range 1 fabric Vulcan black • Trio arm • Silver sleigh base frame • Maximum weight 120 kg • Spare parts of the chair must be available 		70 %


Item 0021	Visitors arm chairs	THRESHOLD
Visitors arm chairs <ul style="list-style-type: none"> • Range 2 fabric/ vinyl fabric • Metal sleigh base frame • Epoxy powder coated finish • Upholstered seat & backrest • Stackable 		70 %


Item 0022	Visitors side chairs	THRESHOLD
Visitors side chairs <ul style="list-style-type: none"> • Range 2 fabric /vinyl fabric • Metal sleigh base frame • Epoxy powder coated finish • Upholstered seat & backrest • Stackable 		100 %

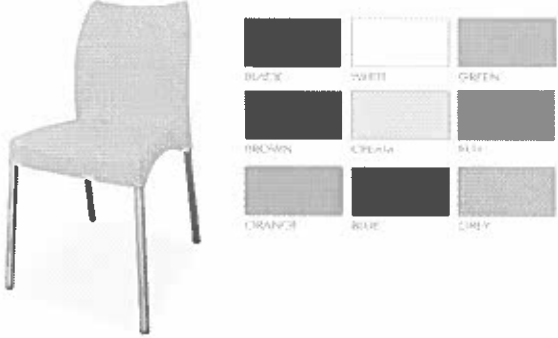
Item 0023	Padded stack chair	THRESHOLD
Padded stack chair <ul style="list-style-type: none"> • Range 2 fabric /vinyl fabric • Square tube metal frame • Upholstered seat & backrest 		100 %


Item 0024	Prop plastic stack chair	THRESHOLD
Prop plastic stack chair <ul style="list-style-type: none"> • Black bucket shell • Metal square tube frame • Four legged 		100 %


Item 0025	Fully moulded plastic stack chair	THRESHOLD
Fully moulded plastic stack chair <ul style="list-style-type: none"> • Various plastic finish • Fully moulded • Durable construction • Minimum weight 80kg 		100 %
Item 0026	Square aluminum dining table:	THRESHOLD
Square aluminum dining table: <ul style="list-style-type: none"> • 800mm w x 800mm d x 710mm h. • Aluminum moulded over supawood top. • Aluminum moulded edges all around top. • Aluminum 4 legged table no centre column pole • 4 Prong cast aluminum base. • Base with height adjustable ferrules. • Four(4) seater table Rectangle Aluminium dining table <ul style="list-style-type: none"> • 800mmW x 1600mmD x 710mm H • Aluminum moulded over supawood top. • Aluminum moulded edges all around top. • Aluminum 4 legged table no centre column pole • 4 Prong cast aluminum base. • Base with height adjustable ferrules. • Six (6) seater table 		100 %


Item 0027	4 Legged aluminium arm chairs:	THRESHOLD
4 Legged aluminium arm chairs: <ul style="list-style-type: none"> • Seat height at 440mm. • Full aluminium frame. • Wood slatts on seat and backrest/ Aluminium slats on seat and backrest. • Fully stackable. • All joints are welded. 		100 %

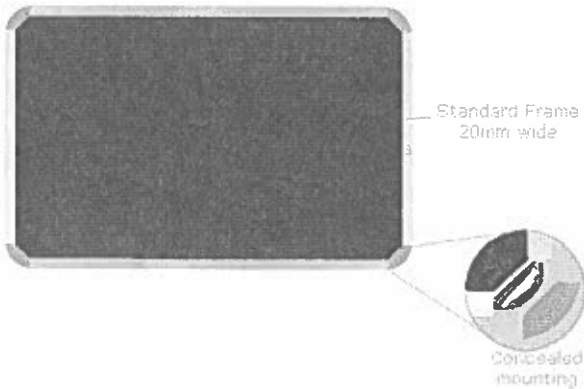
Item 0028	Square canteen restaurant table	Threshold
Square canteen restaurant table <ul style="list-style-type: none"> • Wood look tops o 800 x 800 o Poly resin construction o Weather proof o Good scratch resistance o Heat resistance up to 100 degrees C • Atb002 Aluminium dining base. o Cast aluminium o Height adjustable ferrules <input type="checkbox"/> 6 Seater table Wood look tops o 1800mm L x 750mm W o Poly resin construction o Weather proof o Good scratch resistance o Heat resistance up to 100 degrees C • Atb002 Aluminium dining base. o Cast aluminium o Height adjustable ferrules 		100%

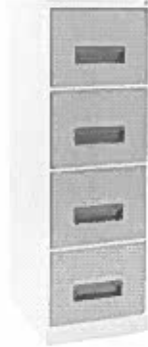
Item 0029	Plastic side chair	THRESHOLD
Plastic side chair <ul style="list-style-type: none"> • Aluminium legs o Four legged o Round tube • Polypropylene shell <ul style="list-style-type: none"> o Red o Moulded shell • No arms • Weight capacity 120kg 		100%

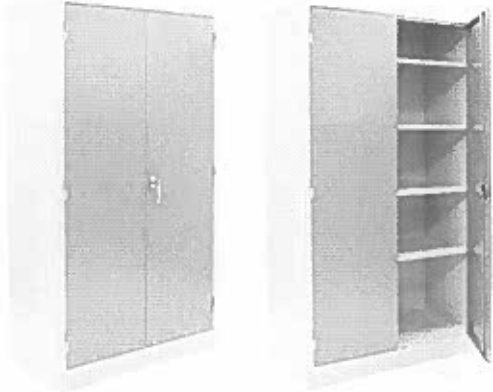
Item 0030	Training table	THRESHOLD
Training table <ul style="list-style-type: none"> • 1350W x 700D x 716H • 16mm Thick melamine top o Heavy duty banded pvc edge • Metal square tube frame <ul style="list-style-type: none"> o Epoxy powder coated black 		100 %

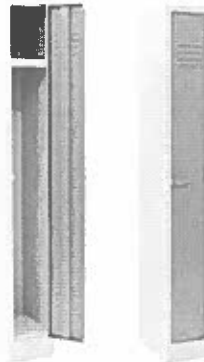
Item 0031	Rectangular training table	THRESHOLD
Rectangular training table <ul style="list-style-type: none"> 1350W x 700D x 716H 16mm Thick Cherry melamine top o Heavy duty banded pvc edge Metal square tube frame o Epoxy powder coated black 		100 %


Item 0032	Wall mounted whiteboard	THRESHOLD
Wall mounted whiteboard <ul style="list-style-type: none"> 1500mm x 1200mm 1800mm x 1200mm 600mm x 450mm 900mm x 600mm 900mm x 900mm 1200mm x 900mm 1000mm x 1000mm 1200mm x 1000mm 1500mm x 900mm 1800mm x 900mm 2000mm x 1200mm 2400mm x 1200mm 3000mm x 1200mm Aluminium frame Non magnetic Pen rail Mounted to wall (Concealed mounting) 		100 %


Item 0033	Wall mounted pinboard	THRESHOLD
Wall mounted pinboard <ul style="list-style-type: none"> 1500mm x 1200mm 1800mm x 1200mm 600mm x 450mm 900mm x 600mm 900mm x 900mm 1200mm x 900mm 1000mm x 1000mm 1200mm x 1000mm 1500mm x 900mm 1800mm x 900mm 2000mm x 1200mm 2400mm x 1200mm 3000mm x 1200mm Grey carpet surface Aluminium frame Mounted to wall (Concealed mounting) 		100 %

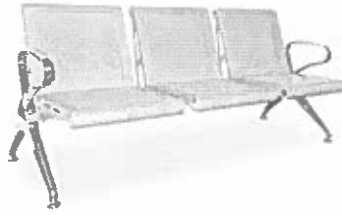
Item 0034	4 Draw metal filing cabinet	THRESHOLD
4 Draw metal filing cabinet <ul style="list-style-type: none"> • 1320H x 470W x 625D • Ivory / Karoo Epoxy powder coated finish • Metal draw runners • Hang rails • Central locking • Drawers divided with a base 		100 %

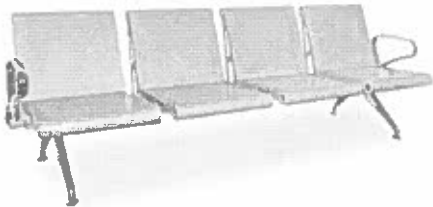
Item 0035	Metal stationary cabinet	THRESHOLD
Metal stationary cabinet <ul style="list-style-type: none"> • 1800H x 900W x 450D • Ivory / Karoo Epoxy powder coated finish • 4 x Adjustable shelves • Lockable 		100 %

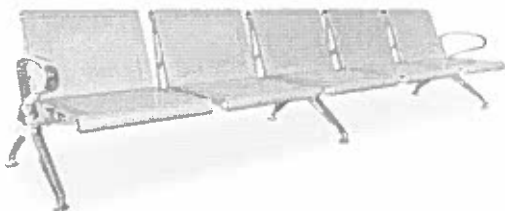
Item 0036	Single door metal locker	THRESHOLD
Single door metal locker <ul style="list-style-type: none"> • 1800H x 300W x 450D • Hammer tone grey finish • (Excludes lock) 		100 %


Item 0037	Metal folding table	THRESHOLD
Metal folding table <ul style="list-style-type: none"> • 1800W x 760D x 732H • Grey powder coated finish • Metal fold away legs • 0.8mm Cold rolled steel 		100 %


Item 0038	2 Seater Bench Seat	THRESHOLD
2 Seater Bench Seat <ul style="list-style-type: none"> • 1220mm W x 680mm D x 800mm H • 2 Seater On Beam • Ergonomically Shaped • 2 x Perforated Steel Seats – Aluminum Powder Coated o With Chrome Channel Trim • 1 x Support Beam – Black Epoxy Coated Finish • 2 x End Armrests – Chrome Finish • 2 x Double Cantilever Base Legs – Chrome Finish • 4 x Height Adjustable Ferrules – Chrome Finish • Designed For High Volume Traffic • Constructed Of Mild Steel • Low Maintenance And Cleaning Required • Weight capacity +- 120 kg per seat 		100 %

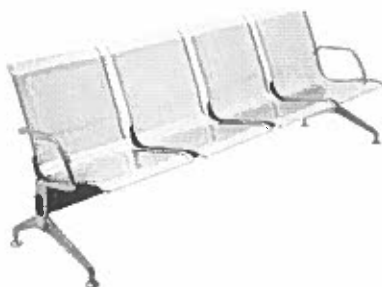
Item 0039	3 Seater Bench Seat	THRESHOLD
3 Seater Bench Seat <ul style="list-style-type: none"> • 1800mm W x 680mm D x 800mm H • 3 Seater On Beam • Ergonomically Shaped • 3 x Perforated Steel Seats – Aluminum Powder Coated o With Chrome Channel Trim • 1 x Support Beam – Black Epoxy Coated Finish • 2 x End Armrests – Chrome Finish • 2 x Double Cantilever Base Legs – Chrome Finish • 4 x Height Adjustable Ferrules – Chrome Finish • Designed For High Volume Traffic • Constructed Of Mild Steel • Low Maintenance And Cleaning Required • Weight capacity +- 120 kg per seat 		100 %

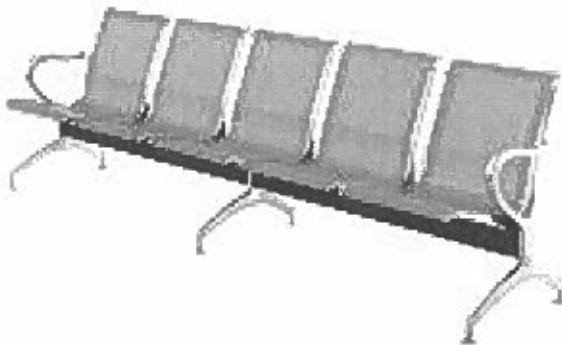
Item 0040	4 Seater Bench	THRESHOLD
4 Seater Bench Seat <ul style="list-style-type: none"> • 2420mm W x 680mm D x 800mm H • 4 Seater On Beam • Ergonomically Shaped • 4 x Perforated Steel Seats – Aluminum Powder Coated o With Chrome Channel Trim • 1 x Support Beam – Black Epoxy Coated Finish • 2 x End Armrests – Chrome Finish • 2 x Double Cantilever Base Legs – Chrome Finish • 4 x Height Adjustable Ferrules – Chrome Finish • Designed For High Volume Traffic • Constructed Of Mild Steel • Low Maintenance And Cleaning Required • Weight capacity +- 120 kg per seat 		100 %


Item 0041	5 Seater Bench Seat	THRESHOLD
5 Seater Bench Seat <ul style="list-style-type: none"> • 2960mm W x 680mm D x 800mm H • 5 Seater On Beam • Ergonomically Shaped • 5 x Perforated Steel Seats – Aluminum Powder Coated o With Chrome Channel Trim • 1 x Support Beam – Black Epoxy Coated Finish • 2 x End Armrests – Chrome Finish • 2 x Double Cantilever Base Legs – Chrome Finish • 4 x Height Adjustable Ferrules – Chrome Finish • Designed For High Volume Traffic • Constructed Of Mild Steel • Low Maintenance And Cleaning Required • Spare parts must be available • Weight capacity +- 120 kg per seat 		100 %


Item 0042	2 Seater Bench Seat	THRESHOLD
2 Seater Bench Seat – Padded seat & backrest <ul style="list-style-type: none"> • 1220mm W x 680mm D x 800mm H • 2 Seater On Beam • Ergonomically Shaped • 2 x Perforated Steel Seats – Aluminum Powder Coated o With Chrome Channel Trim o Pletta on seat & backrest • 1 x Support Beam – Black Epoxy Coated Finish • 2 x End Armrests – Chrome Finish • 2 x Double Cantilever Base Legs – Chrome Finish • 4 x Height Adjustable Ferrules – Chrome Finish • Designed For High Volume Traffic • Constructed Of Mild Steel • Low Maintenance And Cleaning Required • Spare parts must be available • Weight capacity +- 120 kg 		100 %

Item 0043	3 Seater Bench Seat	THRESHOLD
3 Seater Bench Seat – Padded seat & backrest <ul style="list-style-type: none"> • 1800mm W x 680mm D x 800mm H • 3 Seater On Beam • Ergonomically Shaped • 3 x Perforated Steel Seats – Aluminum Powder Coated o With Chrome Channel Trim o Pletta on seat & backrest • 1 x Support Beam – Black Epoxy Coated Finish • 2 x End Armrests – Chrome Finish • 2 x Double Cantilever Base Legs – Chrome Finish • 4 x Height Adjustable Ferrules – Chrome Finish • Designed For High Volume Traffic • Constructed Of Mild Steel • Low Maintenance And Cleaning Required • Spare parts must be available • Weight capacity +- 120 kg per seat 		100 %


Item 0044	4 Seater Bench Seat	THRESHOLD
4 Seater Bench Seat – Padded seat & backrest <ul style="list-style-type: none"> • 2420mm W x 680mm D x 800mm H • 4 Seater On Beam • Ergonomically Shaped • 4 x Perforated Steel Seats – Aluminum Powder Coated o With Chrome Channel Trim o Pletta on seat & backrest • 1 x Support Beam – Black Epoxy Coated Finish • 2 x End Armrests – Chrome Finish • 2 x Double Cantilever Base Legs – Chrome Finish • 4 x Height Adjustable Ferrules – Chrome Finish • Designed For High Volume Traffic • Constructed Of Mild Steel • Low Maintenance And Cleaning Required • Spare parts must be available • Weight capacity +-120 kg per seat 		100 %


Item 0045	5 Seater Bench Seat	THRESHOLD
5 Seater Bench Seat – Padded seat & backrest <ul style="list-style-type: none"> • 2960mm W x 680mm D x 800mm H • 5 Seater On Beam • Ergonomically Shaped • 5 x Perforated Steel Seats – Aluminum Powder Coated o With Chrome Channel Trim o Pletta on seat & backrest • 1 x Support Beam – Black Epoxy Coated Finish • 2 x End Armrests – Chrome Finish • 2 x Double Cantilever Base Legs – Chrome Finish • 4 x Height Adjustable Ferrules – Chrome Finish • Designed For High Volume Traffic • Constructed Of Mild Steel • Low Maintenance And Cleaning Required • Spare parts must be available • Weight capacity +- 120 kg 		100 %


Item 0046	Straight steel executive desk	THRESHOLD
<p>Straight steel executive desk consisting of:</p> <ul style="list-style-type: none"> • 2000 x 1200 Straight steel desk o Melamine finish of choice o 22mm Flat PVC profile o Full 22mm Thick top <ul style="list-style-type: none"> ➤ CNC Grommited to fasten to frame ➤ 2 Wire management portholes o Rectangular tube metal frame <ul style="list-style-type: none"> ➤ 50mm x 25mm Metal frame ➤ 4 x Metal support beams <ul style="list-style-type: none"> • Bolted to frame <ul style="list-style-type: none"> ➤ Wire mesh cable tray ➤ Adjustable levelling feet ➤ Metal perforated modesty panel 		100 %

Item 0047	Straight steel desk	THRESHOLD
<p>Straight steel desk consisting of:</p> <ul style="list-style-type: none"> • 1800 x 750 Straight steel desk o Melamine finish of choice o 22mm Flat PVC profile o Full 22mm Thick top <ul style="list-style-type: none"> ➤ CNC Grommited to fasten to frame ➤ 2 Wire management portholes • Rectangular tube metal frame <ul style="list-style-type: none"> ➤ 50mm x 25mm Metal frame ➤ 2 x Metal support beams <ul style="list-style-type: none"> • Bolted to frame ➤ Wire mesh cable tray ➤ Adjustable leveling feet • Metal perforated modesty panel • Modesty board • Small cabinet with drawers <p>Straight steel desk consisting of:</p> <ul style="list-style-type: none"> • 1500 x 750 Straight steel desk o Melamine finish of choice o 22mm Flat PVC profile o Full 22mm Thick top <ul style="list-style-type: none"> ➤ CNC Grommited to fasten to frame ➤ 2 Wire management portholes o Rectangular tube metal frame 		100 %


<ul style="list-style-type: none"> ➤ 50mm x 25mm Metal frame ➤ 2 x Metal support beams <ul style="list-style-type: none"> • Bolted to frame ➤ Wire mesh cable tray ➤ Adjustable levelling feet ➤ Metal perforated modesty panel <p>Straight steel desk consisting of:</p> <ul style="list-style-type: none"> • 1200 x 750 Straight steel desk <ul style="list-style-type: none"> o Melamine finish of choice o 22mm Flat PVC profile o Full 22mm Thick top <ul style="list-style-type: none"> ➤ CNC Grommited to fasten to frame ➤ 2 Wire management portholes o Rectangular tube metal frame <ul style="list-style-type: none"> ➤ 50mm x 25mm Metal frame ➤ 2 x Metal support beams <ul style="list-style-type: none"> • Bolted to frame ➤ Wire mesh cable tray ➤ Adjustable levelling feet ➤ Metal perforated modesty panel 		
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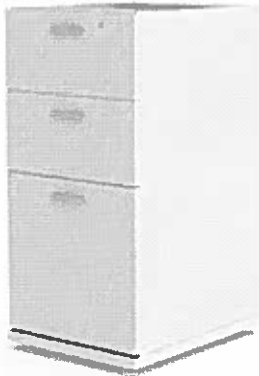
Item 0048	Poly carbon screen	THRESHOLD
<p>Poly carbon screen</p> <ul style="list-style-type: none"> • 1800 x 360 • Opal in colour • Aluminium capping <p>Poly carbon screen</p> <ul style="list-style-type: none"> • 1500 x 360 • Opal in colour • Aluminium capping <p>Poly carbon screen</p> <ul style="list-style-type: none"> • 1200 x 360 • Opal in colour • Aluminium capping <p>Poly carbon screen</p> <ul style="list-style-type: none"> • 750 x 360 • Opal in colour • Aluminium capping 		100 %


Item 0049	Straight steel desk extension	THRESHOLD
<p>Straight steel desk extension consisting of:</p> <ul style="list-style-type: none"> 750 x 600 Straight steel desk <ul style="list-style-type: none"> Melamine finish of choice 22mm Flat PVC profile Full 22mm Thick top <ul style="list-style-type: none"> CNC Grommited to fasten to frame 2 Wire management portholes Rectangular tube metal frame <ul style="list-style-type: none"> 50mm x 25mm Metal frame 2 x Metal support beams <ul style="list-style-type: none"> Bo <p>lited to frame · Adjustable levelling feet</p> <p>Straight steel desk extension consisting of:</p> <ul style="list-style-type: none"> 1050 x 600 Straight steel extension <ul style="list-style-type: none"> Melamine finish of choice 22mm Flat PVC profile Full 22mm Thick top <ul style="list-style-type: none"> CNC Grommited to fasten to frame Rectangular tube metal frame <ul style="list-style-type: none"> 50mm x 25mm Metal frame 2 x Metal support beams <ul style="list-style-type: none"> Bo <p>lited to frame Adjustable levelling feet</p>		100 %


Item 0050	Extension tops	THRESHOLD
<p>Extension tops consisting of:</p> <ul style="list-style-type: none"> 450 x 600 Straight steel top <ul style="list-style-type: none"> Melamine finish of choice 22mm Flat PVC profile Full 22mm Thick top <ul style="list-style-type: none"> CNC Grommited to fasten to frame <p>Extension tops consisting of:</p> <ul style="list-style-type: none"> 700 x 600 Straight steel top <ul style="list-style-type: none"> Melamine finish of choice 22mm Flat PVC profile Full 22mm Thick top <ul style="list-style-type: none"> CNC Grommited to fasten to frame <p>Extension tops consisting of:</p> <ul style="list-style-type: none"> 900 x 600 Straight steel top <ul style="list-style-type: none"> Melamine finish of choice 22mm Flat PVC profile 		100 %


<p>Full 22mm Thick top</p> <p>➤ CNC Grommited to fasten to frame</p> <p>Extension tops consisting of:</p> <ul style="list-style-type: none"> 1200 x 600 Straight steel top o Melamine finish of choice o 22mm Flat PVC profile o Full 22mm Thick top <p>➤ CNC Grommited to fasten to frame</p>		
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Item 0051	Desk height standard storage pedestal	THRESHOLD
<p>Desk height standard storage pedestal</p> <ul style="list-style-type: none"> 420W x 516D x 700H • Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany 4 x Std. draws Metal Draw Runners Pen & pencil tray Central locking mechanism Full 22mm Thick base <ul style="list-style-type: none"> Height adjustable ferrules 		100 %


Item 0052	Desk height standard storage pedestal	THRESHOLD
<p>Desk height standard storage pedestal</p> <ul style="list-style-type: none"> 420W x 516D x 700H • Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany 2 x Std. draws, 1 x D/filer draw Metal Draw Runners Pen & pencil tray Central locking mechanism Full 22mm Thick base <ul style="list-style-type: none"> Height adjustable ferrules 		100 %

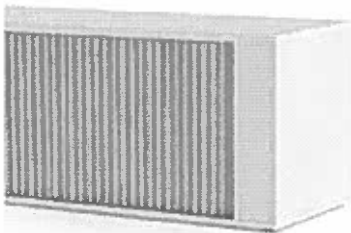
Item 0053	3 Draw mobile pedestal on castors	THRESHOLD
3 Draw mobile pedestal on castors <ul style="list-style-type: none"> • 420W x 516D x 540H • Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • 3 x Std. draws • Metal draw runners • Top draw locking mechanism 		100 %

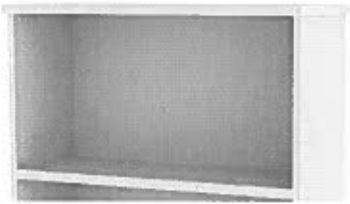
Item 0054	3 Draw mobile pedestal on castors	THRESHOLD
3 Draw mobile pedestal on castors <ul style="list-style-type: none"> • 420W x 516D x 540H • Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • 1 x Std. draws, 1 x D/Filer draw • Metal draw runners • Central locking mechanism 		100 %

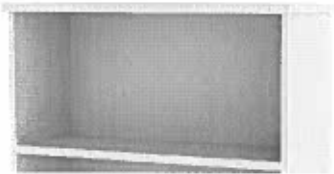
Item 0055	Desk height multi storage pedestal	THRESHOLD
Desk height multi storage pedestal <ul style="list-style-type: none"> • 420W x 755D x 700H • Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • 4 x Std. draws • Metal Draw Runners 		100 %

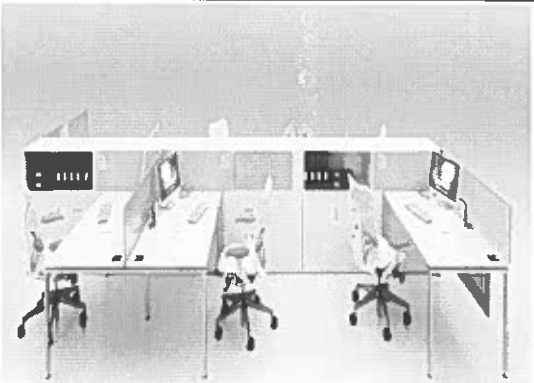
<ul style="list-style-type: none"> • Pen & pencil tray • Central locking mechanism • 2 Wire management portholes o Cable management at back • Full 22mm Thick base o Height adjustable ferrules 		
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Item 0056	Desk height multi storage pedestal	THRESHOLD
Desk height multi storage pedestal <ul style="list-style-type: none"> • 420W x 755D x 700H • Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • 2 x Std. draws, 1 x D/filer draw • Metal Draw Runners • Pen & pencil tray • Central locking mechanism • 2 Wire management portholes o Cable management at back • Full 22mm Thick base o Height adjustable ferrules 		100 %

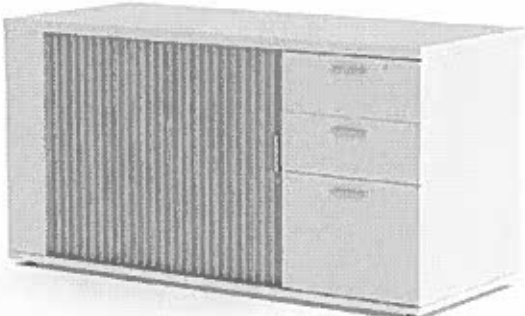
Item 0057	Multi storage top filer – Sliding door	THRESHOLD
Multi storage top filer – Sliding door <ul style="list-style-type: none"> • STACKED ON MULTI PEDESTAL • 755W x 420D x 360H • Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • 22mm Flat PVC profile • Full 22mm Thick top & base • Silver sliding door • Lockable 		100 %


Item 0058	Multi storage top filer – Open	THRESHOLD
Multi storage top filer – Open <ul style="list-style-type: none"> • STACKED ON MULTI PEDESTAL • 755W x 420D x 360H • Melamine finish of choice <ul style="list-style-type: none"> o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • 22mm Flat PVC profile • Full 22mm Thick top & base 		100 %

Item 0059	Open storage box – desk top	THRESHOLD
Open storage box – desk top <ul style="list-style-type: none"> • STACKED ON DESK TOP • 750W x 300D x 360H • Melamine finish of choice <ul style="list-style-type: none"> o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • 22mm Flat PVC profile • Full 22mm Thick top & base 		90 %


Item 0060	2 way storage unit	THRESHOLD
2 way storage unit <ul style="list-style-type: none"> • 1800W x 450D x 1082H • Melamine finish of choice <ul style="list-style-type: none"> o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • 22mm Flat PVC profile • Full 22mm Thick top & base • 1 x Pinboard o Grey felt • 1 x Roller door storage section <ul style="list-style-type: none"> o Lockable o Silver roller door • 1 x Storage bottom unit <ul style="list-style-type: none"> o Hinged door with shelf o Pen & pencil tray o 		100 %

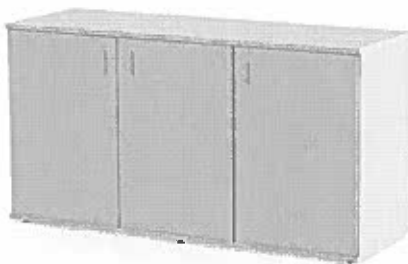
<ul style="list-style-type: none"> Single draw o Deep draw Box files Cavity space o Cable & Networking space Leveling feet 		
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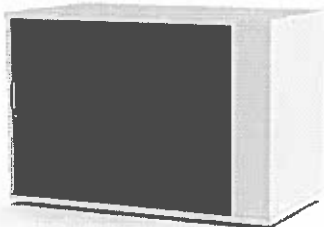
Item 0061	Sliding door pedenza storage	THRESHOLD
Sliding door pedenza storage <ul style="list-style-type: none"> 1350W x 600D x 722H Full 22mm Thick top & base 22mm banded PVC profile Melamine finish of choice Vancouver Maple, Natural Oak, American Cherry, Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany Silver Sliding doors o 1 x Adjustable shelf <ul style="list-style-type: none"> Lockable Desk height pedestal <ul style="list-style-type: none"> 2 x Standard drawers 1 x deep filing drawer with steel cradle Metal draw runners o PVC draw inners o Top draw lock mechanism o Height adjustable ferrules 		100%

Item 0062	Sliding door system cupboard	THRESHOLD
Sliding door system cupboard <ul style="list-style-type: none"> 1500h x 1200w x 550d Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany Full 22mm thick top & base 22mm Banded PVC profile Silver roller doors 3 x Adjustable shelves Height adjustable ferrules Lockable 		100 %

Item 0063	Hinged door system cupboard	THRESHOLD
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Hinged door system cupboard <ul style="list-style-type: none"> • 1500h x 900w x 550d • Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • Full 22mm thick top & base • 22mm Banded PVC profile • 3 x Adjustable shelves • Height adjustable ferrules • Lockable 		100 %
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Item 0064	Server unit – 3 Doors	THRESHOLD
Server unit – 3 Doors <ul style="list-style-type: none"> • 1700W x 960H x 600D • Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • 22mm Thick top & base • 22mm Banded PVC profile • 3 Doors - Lockable • Adjustable shelves • Height adjustable ferrules 		100 %

Item 0065	Sliding door credenza	THRESHOLD
Sliding door credenza <ul style="list-style-type: none"> • 722H x 1000W x 600D • Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany • Full 22mm thick top & base • Height adjustable ferrules • 22mm Banded PVC profile • 1 x Adjustable shelves • Lockable 		100 %

PART 5

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	Description	REGIONS		
		Central	Eastern	Western
		Unit Price (Including VAT)	Unit Price (Including VAT)	Unit Price (Including VAT)
0005	Computer workstation			
0006	Computer workstation			
0007	Floor based Screens			
0008	Desk based Screens			
0009(a)	Executive High Back Operators chair			
0009 (b)	Spare Parts			
0010(a)	Executive visitor`s arm chair			
0010(b)	Spare Parts			
0011(a)	Executive High back chair			
0011(b)	Spare parts			
0012(a)	Executive visitor`s arm chair			

0012(b)	Spare Parts			
0013(a)	High Back operators chair			
0013(b)	Spare Parts			
0014(a)	Visitors arm chair			
0014(b)	Spare Parts			
0015(a)	High Back operators chairs			
0015(b)	Spare parts			
0016(a)	Mid Back chair			
0016(b)	Spare parts			
0017(a)	High Back operators chair			
0017(b)	Spare parts			
0018(a)	Visitors arm chair			
0018(b)	Spare parts			
0019(a)	Mid Back operators chair			
0019(b)	Spare parts			
0020(a)	Visitors arm chair			
0020(b)	Spare Parts			
0021	Visitors arm chair			
0022	Visitors side chair			
0023	Padded stack chair			
0024	Prop plastic stack chair			
0025	Fully moulded plastic stack chair			
0026(a)	Square Aluminium dining table			
0026(b)	Rectangle Aluminium dining table			
0027	4 Legged aluminium arm chairs			

0028	Square Canteen restaurant table			
0029	Plastic side chair			
0030	Training table			
0031	Rectangular training table			
0032	Wall mounted white board			
0033	Wall mounted pin board			
0034	4 Draw metal filing cabinet			
0035	Metal stationary cabinet			
0036	Single door metal locker			
0037	Metal folding table			
0038	2 Seater bench seat			
0039	3 Seater bench seat			
0040	4 Seater bench seat			
0041	5 Seater bench seat			
0042	2 Seater bench seat			
0043	3 Seater bench seat			
0044	4 Seater bench seat			
0045	5 Seater bench seat			
0046	Straight Steel Executive desk			
0047	Straight Steel Desk			
0048	Poly Carbon Screen			
0049	Straight Steel Desk Extension			
0050	Extension tops			
0051	Desk height standard storage pedestal			
0052	Desk height standard storage pedestal			

0053	3 Draw mobile pedestal on castors			
0054	3 Draw mobile pedestal on castors			
0055	Desk height multi storage pedestal			
0056	Desk Height multi storage pedestal			
0057	Multi storage top filer- Sliding Door			
0058	Multi Storage top filer- Open			
0059	Open Storage Box- Desk top			
0060	2 Way storage unit			
0061	Sliding door pedenza storage			
0062	Sliding door system cupboard			
0063	Hinged door system cupboard			
0064	Server unit- 3 doors			
0065	Sliding door credenza			

- If

not to specifications, indicate deviation(s)

.....

- **Period required for delivery after issuing an order**

.....

.....

***Delivery: Firm/not firm**

- **Delivery basis (all delivery costs must be included in the bid price)**

.....

Note: Prices must be inclusive of Vat. All delivery costs must be included in the bid price, for delivery at the prescribed destination and prices for spare parts must be included.

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

- 1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.**

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- 2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)**

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Part 5 – Schedule A

Government Procurement General Conditions of Contract

Annexure A

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language

- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

General Conditions of Contract

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

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the

detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub Service Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
 - 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
 - 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
 - 3.2 With certain exceptions, invitations to bid are only published in the

Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

- | | | |
|--|-----|---|
| 4. Standards | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
|
 | | |
| 5. Use of Contract documents and information; inspection. | 5.1 | The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |
| | 5.2 | The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. |
| | 5.3 | Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. |
| | 5.4 | The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| 6. Patent rights | 6.1 | The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| 7. Performance Security | 7.1 | Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. |
| | 7.2 | The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. |
| | 7.3 | The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: |
| | | (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or |
| | | (b) a cashier's or certified cheque |
| | 7.4 | The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. |

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Service Provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental Services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the

goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract

Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its Sub Service Provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the

imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause
- 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination
for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

**24. Anti-dumping
and countervailing
duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a

provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in

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

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

29. Governing Language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for

investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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 interest¹ 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 institution	State

- 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:

.....

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.

.....

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 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

Part 5 – Schedule D
Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.
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<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(Please provide contactable references)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below :

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule D
Qualifications and Experience

6. Details of the extent of the bidders activities and business, e.g. branches etc:

7. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.
-------------------------	--------	--------------------------

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(Please provide contactable references)

8. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

9. The name of the person who shall manage the Services:

10. Detail such person's qualifications and experience below :

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.

Part 5 – Schedule E

Organisation type

PARTNERSHIP / CLOSED CORPORATION / COMPANY

(Delete which is not applicable)

The bidder comprises of the following partners/members/directors:

1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____
5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.
2.

Part 5 – Schedule F
Organisational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.

2.

Part 5 – Schedule G
Details of Supplier's Nearest Office

1. Physical address of supplier's office

2. Telephone No of office: _____

3. Time period for which such office has been used by supplier: _____

SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule H
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution in the form of a 3 months bank statement.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

	<p style="text-align: center;"><u>FINANCIAL POSITION OF BIDDER</u></p> <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

PART 5 SCHEDULE 1

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
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:

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

Where

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

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) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	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)
Historically Disadvantage Individual		4		
Women		4		
Youth		4		
Disability		4		
Military Veterans		2		
Locality		2		

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.

<div>.....</div> <div>SIGNATURE(S) OF TENDERER(S)</div>	
SURNAME AND NAME:
DATE:
ADDRESS:

PART 5 SCHEDULE J**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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, 2017, 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 Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that 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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/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 of services, works or goods	Stipulated minimum threshold
Melamine office desk	70%
Office desk (drawers) with timber top on steel frame	90%
Office desk (drawers) with supawood (MDF) top on steel frame	90%
Melamine / paperfoil office desk with drawers	70%
Stacker upholstered chair- 4 legged without arms	100%
Side upholstered chair- sleigh base with arms	70%
High Back upholstered chair with arms on 5 star base	85%
Steel stationery cupboard	100%
Steel drawer(s) filing cabinet	100%
Wood stationery cupboard	100%
Wood drawer(s) filing cabinet	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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 at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.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):

NB

- 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.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/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 4.1 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.

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 4.1 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 Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C										SATS 1286.2011																																																																																																																																																																																																									
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