



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Garona Building, Mmabatho
First Floor, East Wing,
Private Bag X2044,
Mmabatho 2735
Tel.: (018) 388-3429/33
e-mail: sgedu@nwpg.gov.za

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Ref: Edu 01/23 NW

Dear Sir/Madam

INVITATION TO A BID

BID NUMBER: EDU 01/23 NW: REQUEST FOR THE MANUFACTURING AND DELIVERY OF SCHOOL FURNITURE OVER A PERIOD OF 36 MONTHS

1. You are hereby invited to bid for Appointment of a Service Provider(s) for Request for the manufacturing and delivery of school furniture during the financial years - 2023/24, 2024/25 and 2025/26.
2. The conditions contained in the General Conditions of contract (GCC), i.e. **Annexure "D"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
3. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
4. Submission must be accompanied by a soft copy in a form of a disc or flash drive clearly stating the bid number, description of bid and company details
5. All bid documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**

5.1. The following information should be clearly marked on the same sealed envelope:

"Tender No. : **EDU 01/23 NW**
"Closing Date : **04 August 2023**
"Closing Time : **11H00**

6. All enquiries pertaining to specification can be directed to **Mr KB Moepedi @ 018 388 3341** during office hours only.
7. For details regarding obtaining the bid documents please contact: **Ms. Tshiamo Keatile/ Ms C Nkoliswa at the following Telephone number: (018) 388 4091 /388 3792** during working hours.
8. The Department reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder scoring the highest points, and can award the bid as a whole or in part.
9. This Bid Documents are ONLY available for downloading on temporary E-portal at www.etenders@treasury.gov.za
10. All submissions must be accompanied by a soft copy in a disc or flash drive, clearly stating the bid number and description, as well as the Company name

11. EVALUATION CRITERIA TO BE USED

All bids will only be evaluated on 4 Stages as indicated on item 8 of the Specification Document of this invitation and the functionality is 100 points.

- 11.1. 90/10 Preference Point Systems as follows
- 11.2. Breakdown of 100 points:-

Maximum Price points	90
Maximum BBBEE points	10
TOTAL POINTS	100

CONDITIONS TO BID

"This bid is issued under the condition that the bidder may at any stage during production or execution or on completion of the tender be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Education or an organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified."

NOTE:

- The validity period is ninety (90) days and it is calculated as from the closing date of tenders.



.....

Mr M Rikhotso

ACTING DIRECTOR: SCM

2023/07/12

DATE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	EDU 01-23NW	CLOSING DATE:	04 August 2023	CLOSING TIME:	11:00
DESCRIPTION	MANUFACTURING AND DELIVERY OF SCHOOL FURNITURE TO SELECTED SCHOOLS IN THE NORTH WEST PROVINCE OVER A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Bid Box is situated next to the CFO'S Office, ground floor , Dr James Moroka Drive, East Wing GARONA Building Department of Education.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms C Nkoliswa		CONTACT PERSON	Mr KB Moepedi	
TELEPHONE NUMBER	018 388 3792		TELEPHONE NUMBER	018 388 3341	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	cnkoliswa@nwpg.gov.za		E-MAIL ADDRESS	kmoepedi@nwpg.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
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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
2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.4 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. 2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.9 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:

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 State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person

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.

who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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.

- 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

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	90
SPECIFIC GOALS	10
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

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = 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)
51%+ Women owned	3			
51%+ Youth owned	2			
51%+ Disability owned	2			
BBBEE Level 1	3			
BBBEE Level 2	2			
BBBEE Level 3 & Above	1			
	10			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

....

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

1.6. A bidder may not 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 Annexure A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
School Furniture	100 %
Office Furniture	85 %
Base and Mattress	90%

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

(Tick applicable box)

YES		NO	
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3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....
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.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of

incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

SPECIFICATION DOCUMENT FOR

MANUFACTURING AND DELIVERY OF SCHOOL FURNITURE TO SELECTED SCHOOLS IN THE NORTH WEST PROVINCE OVER A PERIOD OF 36 MONTHS

TERMS OF REFERENCE

The Northwest Provincial Department of Education is obliged to ensure that the best interest of the child as captured in the Constitution's Bill of Rights, Chapter 2, clause 28(2) and 29(1) are paramount through the provisioning of quality education to all learners. To this end, the Department provides the necessary resources to learners in the various school in the province. These resources include primary resources such as the Learning and Teacher Support Material (LTSM), and other enabling resources such as school furniture.

1. PURPOSE

The North West Department of Education seeks to appoint a panel of service providers to manufacture, supply and deliver school furniture over a contractual period of 36 months.

2. INTENTION OF THE NORTH WEST DEPARTMENT OF EDUCATION

2.1 The North West Department of Education is supporting schools to realize high quality education for the learners. On yearly basis Districts are allocated a budget for procurement of school furniture. The budget is only meant to address shortages brought by increased learner enrolment or replacement of old and obsolete furniture

2.2 The department has noticed that there are schools that do not have adequate school furniture. In the current financial year – 2023/24 approximately 371 more schools have been identified with serious shortage of furniture. These schools are prioritized but due to a limited budget their needs cannot be addressed in one financial year.

2.3 It is therefore, the intention of the North West Department of Education to procure school furniture for 371 or more schools in the province during the period of 36 months starting from the 2023/24.

2.4 The Department requires services of a service provider to manufacture and deliver school furniture to schools within the four districts.

2.4.1 Dr Ruth Segomotsi Mompati District;

2.4.2 Ngaka Modiri Molema District;

2.4.3 Bojanala District; and

2.4.4 Dr Kenneth Kaunda District.

2.5 The North West Department of Education may appoint a service provider(s) per district. The final award of the bid will be at the discretion of the Department.

2.6 The Department reserves the right to negotiate a market related price with the winning bidder or bidders to be awarded the bid.

3 LEGAL FRAMEWORK

3.1 The North West Department of Education's operations are based on the following legislative mandates derived from four broad areas, viz., education line function policies, financial policies, human resource policies and administrative / support functions policies. The terms of reference shall be governed by the following policies and regulatory framework.

- 3.1.1 South African Constitution,
- 3.1.2 National Education Policy Act, 1996 (Act No. 27 of 1996), as amended.
- 3.1.3 South African School Act, 1996 (Act No 84 of 1996), as amended.
- 3.1.4 Public Finance Management Act, 1999 (Act No.1 of 1999), as amended
- 3.1.5 Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- 3.1.6 Preferential Procurement Regulations of 2022

4 SCOPE OF WORK & DELIVERABLES

- 4.1 The Department seeks to appoint capable and competent panel of service providers, two for each district, to manufacture and deliver school furniture at various schools in the province.
- 4.2 The bidder(s) should manufacture and deliver the required school furniture at the identified schools within the four districts.
- 4.3 Delivery will only be done per order.
- 4.4 Strict adherence to specifications is compulsory, any deviation is subject to approval by the Department.
- 4.5 Invoicing will only be done per original signed and completed delivery note/s.

5 BIDDERS OBLIGATION

- 5.1 All ordered school furniture **must be delivered 100% as** per order.
- 5.2 Bidders are required to establish a warehouse/storage facility within the province and provide intended location to the Department.
- 5.3 Bidders will be required to submit a log sheet per month for all delivered items(per order).
- 5.4 The Department will provide bidders with the list of all schools that will be participating on the contract
- 5.5 All deliveries and installations should be done between Monday and Friday from 08:00 to 15:00 (No delivery on weekends and Public Holidays).
- 5.6 Bidders will be required to make prior arrangements with the schools for delivery.
- 5.7 Delivery notes **MUST** be attached per invoice, signed, stamped by the school and fully completed.
- 5.8 Invoices **WILL NOT BE** processed without fully completed delivery note/s.
- 5.9 Develop Delivery Schedule with time frames.

5.10 The Successful service provider(s) must ensure the following:

- 5.10.1 Strict adherence to all specifications.
- 5.10.2 Submission of original delivery notes and invoices to head office as and when orders are delivered.

6 DEPARTMENTAL OBLIGATION

- 6.1 Oversee the delivery as per Specifications.
- 6.2 Monitor & compile monitoring report.
- 6.3 Share the monitoring report with the Service provider.
- 6.4 Ensure payment for the service rendered on a part payment basis. **(On delivered items only).**

7 PAYMENT

- 7.1 Original delivery notes MUST be attached per invoice, signed stamped by the school and fully completed as per requirement.
- 7.2 Invoices WILL NOT BE processed without fully completed delivery notes per order.
- 7.3 Delivery Notes should include the following information:
 - 7.3.1 Name and address of the school
 - 7.3.2 Name and Surname of the Principal or designated receiving official accepting the equipment
 - 7.3.3 School Stamp
 - 7.3.4 The principal or designated receiving official must check and sign for the delivery items, the check list must be accompanied by the delivery note and invoice for payment processes)

8 EVALUATION CRITERIA

8.1 The evaluation of the bid shall be conducted in four stages, namely:

- 8.1.1 Stage 1: Administrative compliance
- 8.1.2 Stage 2: Functionality Evaluation
- 8.1.3 Stage 3: Site Inspection and Sample Presentation
- 8.1.4 Stage 4: Price and Preference Evaluation

8.1 Stage 1 – Administrative compliance

8.1.1 Administrative compliance evaluation will be carried out in terms of the following criteria:

- 8.1.1.1** Submission of a Price Schedule as contained in **Annexure D**. The format of **Annexure D** should not be changed or retyped. The prices must be inclusive of administrative cost, manufacturing and delivery as well as installation where necessary to schools.
- 8.1.1.2** Signed and fully completed Standard Bid Documents (SBD); SBD 1, SBD 4 , SBD 6.1 and SBD 6.2 accompanied with Annexure C(**Annexure C to be fully completed entailing information of items specified in SBD 6.2 namely school and office furniture as well as base and mattress. NB. SBD 6.2 is not an eliminating factor.**
- 8.1.1.3** Valid BBBEE Certificate or certified copy (**Not eliminating criteria, Only** required for claiming of BBBEE points)
- 8.1.1.4** Joint Venture Agreement where applicable – **Compulsory, but only where Joint Venture is entered into**
- 8.1.1.5** Combined BBBEE original certificate or certified copy thereof (**Non submission shall lead to loss of points**).
- 8.1.1.6** Signed memorandum of agreement by all parties in case of Joint Venture(**Compulsory**).
- 8.1.2 All Certified Copies must not be older than 6 months to the closing date of the Bid. Any bidder who does not comply with any of the above-mentioned criteria, unless stated as non-compulsory will be eliminated from the evaluation process and will not be considered for further evaluation.

STAGE 2 – Functionality -100 points

8.1.3 The minimum threshold of 70% to qualify in the next phase

8.1.4 The evaluation criteria consists of:

8.1.4.1 Company Work Experience (40)

8.1.4.2 Transport (25)

8.1.4.3 Financial capacity (35)

No	Functionality criteria	Tender Rating Matrix	A – Tender Rating	B – Weighting	C – Tenders Score (%)
1	Company work Experience: Bidders must submit relevant furniture manufacturing and delivery projects where furniture was manufactured and transported to the clients and have been successfully completed in the last 3 years (January 2020 – January 2023) Evidence Required: (1) Approved (signed) Award letter(s) and/or official Purchase Order(s), (2) Delivery Note approved by the bidders' client. An approved letter confirming delivery is also acceptable. OR (3) Reference letter from the client matching the project value These evidence documents must contain the following. *Date of project/duration *Amount/value of each project *Company/Client name & contact *Project description (NB: If the submitted evidence does not have <i>any</i> of the details as stipulated above, this evidence will not be accepted and NO points will be awarded for that)	Furniture manufacturing and delivery projects adding up to the value of at least or above R5 million , successfully completed in the last 3 years.	3	40	
		Furniture manufacturing and delivery project adding up to the value of at least R3 500 000.00 up to R4 999 999.99 , successfully completed in the last 3 years.	2		
		Furniture manufacturing and delivery project adding up to the value of at least R1 500 000.00 up to R 3 499 999.99 successfully completed in the last 3 years.	1		
		Furniture manufacturing and delivery project adding up to the value of less than R1 500 000.00 or No project and/or relevant project completed within the last 3 years or No evidence attached	0		

No	Functionality criteria	Tender Rating Matrix	A – Tender Rating	B – Weighting	C – Tenders Score (%)
	Transport: Bidders should demonstrate transport capacity to deliver school furniture on time Evidence Required: (1) Vehicle registrations of intended transport owned by company or active director(s) OR (2) Vehicle registrations of intended transport owned by individual lending or leasing to bidder AND (3) In case of (2) above, A letter signed by both the lessor and the lessee confirming the agreement accompanied by the Owner's Certified Copy of ID OR (4) Signed intention of Lease from rental agency with description of Delivery. This must be in a Original Letterhead of the Agency	Bidder submitted evidence of intended transport – at least a 4 Ton delivery vehicle. (no combination adding up to 4 ton)	5	25	
		Bidder did not submit evidence of intended transport of at least a 4 Ton delivery vehicle.(No Combination only 4 ton)	0		
3. Financial Capacity	Bidders are required to demonstrate to the department that they are in financial position to successfully implement the project for the stipulated duration by providing ANY of the following: (1) Bank Guaranteed Letter OR (2) Guarantee Letter from any FSP Registered Organization OR Company's Bank statement on an official bank document or form not older than 1 month from the closure of this bid.(The closing Balance should reflect the available amount at the end of the month statement/ letter) N.B All evidence stated above must not be older than one month from closing date of this bit.	The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R5 000 000.00 or more	3	35	
		Bidders will only be awarded points if all of the above is complied with. The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R3 500 000.00 or more but less than R 4 999 999.00 Bidders will only be awarded points if all of the above is complied with.	2		

No	Functionality criteria	Tender Rating Matrix	A – Tender Rating	B – Weighting	C – Tenders Score (%)
		The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity R1 500 000.00 but less than R3 499 999.00	1		
		The bidder DID NOT provide any Financial Capacity Evidence or provided Bank Guaranteed Letter from a FSP registered institution indicated a financial capacity of less than R1 500 000.00	0		
	TOTAL SCORE (%)				100

8.2 Stage 3 – Warehouse Verification

8.2.1 Bidders who have scored the minimum threshold for functionality, will be further verified by sampling selected items on the specifications. The department will visit the manufacturing plant, where the school furniture will be manufactured, bidders will be expected to display selected samples from Annexure A. The bidder must comply with all specifications to be further evaluated for stage 3. It is expected that all machines utilized should be functioning during the site visit.

8.3 Stage 4: Price and Preference Evaluation

***NB: The price should be inclusive of all associated delivery and installation costs and VAT where applicable**

The maximum points for this bid are allocated as follows:

	POINTS 90/10
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	100

NB: Bidders will not be allocated specific goals points if SBD (standard Bid Document) 6.1 is not correctly and fully completed even after being required to do so in an instance where information cannot be verified on the CSD.

8.3.1 The maximum points for this bid are allocated as follows:

8.3.1.1 90/10 preference point system for acquisition of goods or services for Rand value equal to or above R50 million inclusive of all applicable taxes

8.3.1.2 Bidder must submit proof of its B-BBEE status level of contributor

8.3.1.3 A bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified but shall not get points relating to BBBEE.

8.3.2 The bidder obtaining the highest number of total points (Price and Preference Points) will be awarded the contract.

8.3.3 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

8.3.4 Points scored must be rounded off to the nearest 2 decimal places.

8.3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of specific goals.

8.3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots or toss of a coin.

NB: THE DEPARTMENT RESERVES THE RIGHT NOT TO AWARD THE HIGHEST POINTS SCORING BIDDER, HOW EVER REASONS MAY ONLY BE APPROVED BY ACCOUNTING OFFICER (NWDE) AND REPORTED TO TREASURY IN SUCH AN EVENT.

9 SPECIAL CONDITIONS OF CONTRACT

9.1 Delivery of orders must be done between Monday and Friday (8:00 AM -15:00 PM)

9.2 Delivery notes must be signed off and stamped by either School Principal or Designated receiving official (no deviation to this without prior approval from head office)

9.2 Strict adherence to submitted approved sample on verification for the contractual duration

9.3 Strict adherence to order, any deviations must be approved by Accounting Officer

9.4 Any deviations or special requests should be approved prior by Accounting Officer and these will be treated as deviations

9.5 The list and number of schools may vary based on available budget and need analysis

9.6 The Bid may be subjected to additional objective criteria to measure risks

9.7 Department shall conduct site inspections.

9.8 ALL Items in the Pricing Schedule MUST be priced.

9.9 A pricing Schedule with missing items will be rendered Non Responsive and the bidder will automatically be disqualified.

- 9.10 Bidders prices will be evaluated on a total including VAT
- 9.11 Department will award the highest scoring bidder/s inclusive of VAT where applicable.
- 9.12 The Department reserves the right to appoint one or more bidder(s).

10 PROCEDURES FOR SUBMISSION

- 10.1 The Bid Box will be open during working hours, Monday to Friday from 8H00 to 16H00.
- 10.2 It is the responsibility of the service providers to ensure that their bid documents are in the Bid Box by closing date and time.
- 10.3 The Bid Box is situated next to the CFO'S Office, ground floor, Dr James Moroka Drive, East Wing GARONA Building. Department of Education.
- 10.4 The Department of Education will only consider proposals that are in the Bid Box on the date and time set out as per bid invitation.
- 10.5 Under no circumstances will late bids be considered.
- 10.6 Submissions must be deposited into the Bid Box with Bid Number clearly marked as per bid invite.

11 PROJECT TIMEFRAME

- 11.1 The implementation of the project should be within 30 days after the signing of SBD 7.1 , SBD 7.2 and the Service Level Agreement by both parties. The project will be subjected to review based on performance.

.....
BSC: CHAIRPERSON

DATE:

ANNEXURE A: SAMPLE PRESENTATION (VERIFICATION FORM)

The bidder should complete the table below and state compliance with the specifications and standards. The bidder should complete the first two columns stated, **“TO BE COMPLETED BY BIDDER”** as the other remaining columns **“TO BE COMPLETED BY NW DEPARTMENT OF EDUCATION AT VERIFICATION,”** will be completed by the department at verification stage. Bidders are required to be compliant in all items in this Annexure A , failer to do so shall result in Automatic disqualification.

SOUTH AFRICAN NATIONAL STANDARD (SANS)	REFERENCE	DESCRIPTION	TO BE COMPLETED BY BIDDER		TO BE COMPLETED BY NW DEPARTMENT OF EDUCATION AT VERIFICATION	
			Compliance (Mark with x)			
			Yes	No	Yes	No
660:2020 (Edition 4)	Fig B.1	Grade ‘R’ chair polypropylene 325mm H – Blue				
660:2020 (Edition 4)	Fig B.2	Lower primary chair polypropylene 350mm H – Blue				
660:2020 (Edition 4)	Fig B.3	Higher Primary chair polypropelene 400mm H-Red				
660:2020 (Edition 4)	Fig B.4	Secondary chair polypropelene 450mm Orange				
660:2020 (Edition 4)	Fig B.5	Grade “R” chair 325 mm H- Masonite				
660:2020 (Edition 4)	Fig B.6	Lower Primary chair 350mm H-Masonite				
660:2020 (Edition 4)	Fig B.7	Higher Primary chair 400mm H- Masonite				
660:2020 (Edition 4)	Fig D.8	Secondary chair 450mm H-Masonite				
660:2020 (Edition 4)	Fig B.9	Grade ‘R’ table 1000x1000x500mm H-Saligna				
660:2020 (Edition 4)	Fig B.10	Lower Primary table 1000x450x575mm H-Saligna				
660:2020 (Edition 4)	Fig B.11	Higher Primary table 1000x450x650 mm H-Saligna				

SOUTH AFRICAN NATIONAL STANDARD (SANS)	REFERENCE	DESCRIPTION	TO BE COMPLETED BY BIDDER		TO BE COMPLETED BY NW DEPARTMENT OF EDUCATION AT VERIFICATION	
			Compliance (Mark with x)			
			Yes	No	Yes	No
600:2015 (edition 3.7)	Fig B.12	Secondary table 1200x450x750 mm H-Saligna				
660:2020 (Edition 4)	Fig B.13	Secondary table 550x450x725mm H-Saligna				
600:2015 (edition 3.7)	Fig B.14	Secondary table 750x450x750 mm H-Saligna				
660:2020 (Edition 4)	Fig B.15	Lower Primary Combination desk 1000x400x575 mm H-Saligna				
660:2020 (Edition 4)	Fig B.16	Higher Primary Combination desk 1000x400x650mm H-Saligna				
660:2020 (Edition 4)	Fig B.17	Secondary Combination desk 1200x400x750 mm H-Saligna				
660:2020 (Edition 4)	Fig B.18	Secondary Combination desk 600x400x750 mm H-Saligna				
660:2020 (Edition 4)	Fig B.19	Notice board 1200x900mm- Carpet surface with aluminium frame				
660:2020 (Edition 4)	Fig B.20	Teacher’s demonstration desk 2250x610x975mm H-Saligna/Steel				
660:2020 (Edition 4)	Fig B.21	Student Service Station 1200x600x975mm H-Saligna/Steel				
660:2020 (Edition 4)	Fig B.22	Laboratory table 1100x1150x840mm H with shelf-Saligna/ Steel				
660:2020 (Edition 4)	Fig B.23	Laboratory stool 460mm H-3 legged -polypropylene/steel				
660:2020 (Edition 4)	Fig B.24	Laboratory stool 690mm H-3 legged -polypropylene/steel				
1528-1:2013 (EDITION 1.2) Furniture Part 1: Seating	Fig. C1	Teachers chair without arms - 4 legged upholstered				

SOUTH AFRICAN NATIONAL STANDARD (SANS)	REFERENCE	DESCRIPTION	TO BE COMPLETED BY BIDDER		TO BE COMPLETED BY NW DEPARTMENT OF EDUCATION AT VERIFICATION	
			Compliance (Mark with x)			
			Yes	No	Yes	No
1528-1:2013 (EDITION 1.2) Furniture Part 1: Seating	Fig. C2	Teachers chair with arms -4 legged upholstered				
1528-1:2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C3	Typist chair adjustable seat 5 star base-upholstered				
1528-1;2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C.4	Side chair without arms-4 legged upholstered				
1528-1;2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C.5	Side chair with arms -4 legged -upholstered				
1528-1:2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C.6	Side chair with arms-sleigh base -upholstered				
1528-1:2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C.7	Low back swivel and tilt chair with arms 5 star base upholstered				
1528-1:2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C.8	High back swivel and tilt chair with arms- 5 star base- upholstered				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.1	Staffroom table 1200x700x750 mm H-Saligna				

SOUTH AFRICAN NATIONAL STANDARD (SANS)	REFERENCE	DESCRIPTION	TO BE COMPLETED BY BIDDER		TO BE COMPLETED BY NW DEPARTMENT OF EDUCATION AT VERIFICATION	
			Compliance (Mark with x)			
			Yes	No	Yes	No
SANS 1528-2:2013 (EDITION1.3) Furniture Part 2: Desk, table and computer stands	Fig. B.2	Teachers desk 1200x700x750mm H-2 drawers- Saligna				
SANS 1528-2:2013 (EDITION1.3) Furniture Part 2: Desk, table and computer stands	Fig. B.3	Office desk 1500x850x750mm H-2 drawers -Saligna				
SANS 1528-2:2013 (EDITION1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.4	Office table 1500x850x750mm H- Saligna				
SANS 1528-2:2013 (EDITION1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.5	Office desk 1500x850x750mm H-3 drawers Saligna				
SANS 1528-2:2013 (EDITION 1.3) Furniture Part : 2 Desk, table and computer stands	Fig. B.6	Telephone table 900x450x750mm h-Saligna				
SANS 1528-1:2013 (EDITION1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.7	Computer table 1200x700x750mm H with CPU holder-Saligna				

SOUTH AFRICAN NATIONAL STANDARD (SANS)	REFERENCE	DESCRIPTION	TO BE COMPLETED BY BIDDER		TO BE COMPLETED BY NW DEPARTMENT OF EDUCATION AT VERIFICATION	
			Compliance (Mark with x)			
			Yes	No	Yes	No
SANS 1528-2:2013 (EDITION1.3) Furniture Part 2: Desks, table and computer stands	Fig. B.8	Coat and hat stand 610x1580mm H- Steel				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.9	Desk 1600x900x750 mm H-3 drawers left hand-Oak Melamine				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.10	Desk 1600x900x750 mm H-3 drawers Right hand -Oak Melamine				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.11	Side table 1200x700x750 mm H with shelf -Oak Melamine				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.12	Connecting corner 900x700x33mm thick Right hand Oak Melamine				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.13	Connecting corner 900x700x33mm thick Right hand Oak Melamine				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.14	Connecting corner 900x450x33mm thick Left hand Oak Melamine				

SOUTH AFRICAN NATIONAL STANDARD (SANS)	REFERENCE	DESCRIPTION	TO BE COMPLETED BY BIDDER		TO BE COMPLETED BY NW DEPARTMENT OF EDUCATION AT VERIFICATION	
			Compliance (Mark with x)			
			Yes	No	Yes	No
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.15	Connecting corner 900x450x33mm thick Right hand Oak Melamine				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.16	Coffee table 900x450x400 mm H-Oak Melamine				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.17	Meeting table 1200mm roundx750mm H- Oak Melamine				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.18	Circulation desk 1800x360x750/1100mm H				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.19	Reading table 1500x850x750 mm H				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.20	Study carrel 750x600x750/1100mm H-Single				

SOUTH AFRICAN NATIONAL STANDARD (SANS)	REFERENCE	DESCRIPTION	TO BE COMPLETED BY BIDDER		TO BE COMPLETED BY NW DEPARTMENT OF EDUCATION AT VERIFICATION	
			Compliance (Mark with x)			
			Yes	No	Yes	No
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.21	Study carrel 150x850x750x1100mm H- Double				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.22	Browser box 750x600x750/950mm H				
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.23	Book End 120 x 150 x 142mm H-Steel				
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.1	Grade R storage unit 1200x450x1000 mm H- Saligna				
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.2	Pigeon hole 900x360x1500mm H-30 Division				
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.3	Glazed door bookcase 900x360x1500mm H				
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.4	Filing Cabinet 465x625x1300 mm H-4 drawers-steel				

SOUTH AFRICAN NATIONAL STANDARD (SANS)	REFERENCE	DESCRIPTION	TO BE COMPLETED BY BIDDER	TO BE COMPLETED BY NW DEPARTMENT OF EDUCATION AT VERIFICATION			
			Compliance (Mark with x)				
			Yes	No	Yes	No	
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.5	Stationery cupboard 900x450x1800 mm H-2 doors-Steel					
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.6	Stationery cupboard 900x450x900 mm H-2 doors-Steel					
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.7	Credenza 900x450x 750 mm H with sliding doors Oak Melamine					
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.8	Stationery cupboard 900x360x1500 mm H-2 doors Oak Melamine					
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.9	Filing cabinet 487x550x1350mm H-4 drawers-Oak Melamine					
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.10	Correspondence rack 770x353x76mm H-30 division-Oak Melamine					
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.11	Bookshelf 900x300x900 mm H- 2 tier -Oak Melamine					
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.12	Bookshelf 900x300x1200 mm H- 3 tier Oak Melamine					
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.13	Bookshelf 900x300x1500 mm H- 4 tier Oak Melamine					
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.14	Bookshelf 900x300x1800mm H- 5 tier Oak Melamine					

SOUTH AFRICAN NATIONAL STANDARD (SANS)	REFERENCE	DESCRIPTION	TO BE COMPLETED BY BIDDER		TO BE COMPLETED BY NW DEPARTMENT OF EDUCATION AT VERIFICATION	
			Compliance (Mark with x)			
			Yes	No	Yes	No
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.15	Bookshelf 900x600x1200 mm H- double 3 tier- Oak Melamine				
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.16	Bookshelf 900x600x1800 mm H- double 5 tier- Oak Melamine				
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.17	Catalogue cabinet 1200x420x1800mm H				
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.18	Book trolley 950x320x1020 mm H-2 slanted shelves				
SANS 1528-4:2013 (Edition 1.2) Furniture Part 4: Bunk beds for domestic use	Fig.H.1	Bunk bed 1905x760x1650 mm H-with Spunbond TM mattresses				
SANS 521:2013 Edition 3.5 Hospital beds and cots	Fig. I.1	Sickroom bed 1910x910x430/520/770mm H-with PVC covered mattress				

ANNEXURE B: LIST OF SCHOOLS PER DISTRICT

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	
(C2)	Tender description:	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	
(C7)	Specified local content %	

Note: VAT to be excluded from all calculations

Pula		EU		GBP	
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[illegible]

Signature of tenderer from Annex B

Date:

(C20) Total tender value	R 0
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(C21) Total Exempt imported content	R 0
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(C22) Total Tender value net of exempt imported content	R 0
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(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender	



ANNEXURE D: PRICING SCHEDULE

The prices must be inclusive of administrative cost and manufacturing. Delivery cost will be paid as per the AA rate or R4.90 per km (whichever one is the highest).

SCHOOL FURNITURE TENDER: 2023/2024, 2024/2025 AND 2025/2026 FINANCIAL YEARS

SANS	REF	DESCRIPTION	TOTAL UNIT (PRICE & VAT) YEAR 1	TOTAL UNIT (PRICE & VAT) YEAR 2	TOTAL UNIT (PRICE & VAT) YEAR 3
660:2020 (Edition 4)	Fig B.1	Grade 'R' chair polypropylene 325mm H - Blue			
660:2020 (Edition 4)	Fig B.2	Lower primary chair polypropylene 350mm H - Blue			
660:2020 (Edition 4)	Fig B.3	Higher Primary chair polypropylene 400mm H-Red			
660:2020 (Edition 4)	Fig B.4	Secondary chair polypropylene 450mm Orange			
660:2020 (Edition 4)	Fig B.5	Grade "R" chair 325 mm H- Masonite			
660:2020 (Edition 4)	Fig B.6	Lower Primary chair 350mm H-Masonite			
660:2020 (Edition 4)	Fig B.7	Higher Primary chair 400mm H- Masonite			
660:2020 (Edition 4)	Fig D.8	Secondary chair 450mm H-Masonite			
660:2020 (Edition 4)	Fig B.9	Grade 'R' table 1000x1000x500mm H-Saligna			
660:2020 (Edition 4)	Fig B.10	Lower Primary table 1000x450x575mm H-Saligna			
660:2020 (Edition 4)	Fig B.11	Higher Primary table 1000x450x650 mm H-Saligna			
600:2015 (edition 3.7)	Fig B.12	Secondary table 1200x450x750 mm H-Saligna			
660:2020 (Edition 4)	Fig B.13	Secondary table 550x450x725mm H-Saligna			
600:2015 (edition 3.7)	Fig B.14	Secondary table 750x450x750 mm H-Saligna			
660:2020 (Edition 4)	Fig B.15	Lower Primary Combination desk 1000x400x575 mm H-Saligna			

SANS	REF	DESCRIPTION	TOTAL UNIT (PRICE & VAT) YEAR 1	TOTAL UNIT (PRICE & VAT) YEAR 2	TOTAL UNIT (PRICE & VAT) YEAR 3
660:2020 (Edition 4)	Fig B.16	Higher Primary Combination desk 1000x400x650mm H-Saligna			
660:2020 (Edition 4)	Fig B.17	Secondary Combination desk 1200x400x750 mm H-Saligna			
660:2020 (Edition 4)	Fig B.18	Secondary Combination desk 600x400x750 mm H-Saligna			
660:2020 (Edition 4)	Fig B.19	Notice board 1200x900mm- Carpet surface with aluminium frame			
660:2020 (Edition 4)	Fig B.20	Teacher's demonstration desk 2250x610x975mm H-Saligna/Steel			
660:2020 (Edition 4)	Fig B.21	Student Service Station 1200x600x975mm H- Saligna/Steel			
660:2020 (Edition 4)	Fig B.22	Laboratory table 1100x1150x840mm H with shelf-Saligna/ Steel			
660:2020 (Edition 4)	Fig B.23	Laboratory stool 460mm H-3 legged - polypropylene/steel			
660:2020 (Edition 4)	Fig B.24	Laboratory stool 690mm H-3 legged - polypropylene/steel			
1528-1:2013 (EDITION 1.2) Furniture Part 1: Seating	Fig. C1	Teachers chair without arms - 4 legged upholstered			
1528-1:2013 (EDITION 1.2) Furniture Part 1: Seating	Fig. C2	Teachers chair with arms -4 legged upholstered			

SANS	REF	DESCRIPTION	TOTAL UNIT (PRICE & VAT) YEAR 1	TOTAL UNIT (PRICE & VAT) YEAR 2	TOTAL UNIT (PRICE & VAT) YEAR 3
1528-1:2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C3	Typist chair adjustable seat 5 star base- upholstered			
1528-1;2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C.4	Side chair without arms-4 legged upholstered			
1528-1;2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C.5	Side chair with arms -4 legged -upholstered			
1528-1:2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C.6	Side chair with arms-sleigh base -upholstered			
1528-1:2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C.7	Low back swivel and tilt chair with arms 5 star base upholstered			
1528-1:2013 (EDITION1.2) Furniture Part 1: Seating	Fig. C.8	High back swivel and tilt chair with arms- 5 star base- upholstered			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.1	Staffroom table 1200x700x750 mm H-Saligna			
SANS 1528-2:2013 (EDITION1.3) Furniture Part 2: Desk, table and computer stands	Fig. B.2	Teachers desk 1200x700x750mm H-2 drawers- Saligna			
SANS 1528-2:2013 (EDITION1.3) Furniture Part 2: Desk, table and computer stands	Fig. B.3	Office desk 1500x850x750mm H-2 drawers - Saligna			
SANS 1528-2:2013 (EDITION1.3) Furniture Part	Fig. B.4	Office table 1500x850x750mm H- Saligna			

SANS	REF	DESCRIPTION	TOTAL UNIT (PRICE & VAT) YEAR 1	TOTAL UNIT (PRICE & VAT) YEAR 2	TOTAL UNIT (PRICE & VAT) YEAR 3
2: Desks, tables and computer stands					
SANS 1528-2:2013 (EDITION1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.5	Office desk 1500x850x750mm H-3 drawers Saligna			
SANS 1528-2:2013 (EDITION 1.3) Furniture Part : 2 Desk, table and computer stands	Fig. B.6	Telephone table 900x450x750mm h-Saligna			
SANS 1528-1:2013 (EDITION1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.7	Computer table 1200x700x750mm H with CPU holder-Saligna			
SANS 1528-2:2013 (EDITION1.3) Furniture Part 2: Desks, table and computer stands	Fig. B.8	Coat and hat stand 610x1580mm H- Steel			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.9	Desk 1600x900x750 mm H-3 drawers left hand-Oak Melamine			

SANS	REF	DESCRIPTION	TOTAL UNIT (PRICE & VAT) YEAR 1	TOTAL UNIT (PRICE & VAT) YEAR 2	TOTAL UNIT (PRICE & VAT) YEAR 3
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.10	Desk 1600x900x750 mm H-3 drawers Right hand -Oak Melamine			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.11	Side table 1200x700x750 mm H with shelf -Oak Melamine			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.12	Connecting corner 900x700x33mm thick Right hand Oak Melamine			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.13	Connecting corner 900x700x33mm thick Right hand Oak Melamine			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.14	Connecting corner 900x450x33mm thick Left hand Oak Melamine			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.15	Connecting corner 900x450x33mm thick Right hand Oak Melamine			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.16	Coffee table 900x450x400 mm H-Oak Melamine			

SANS	REF	DESCRIPTION	TOTAL UNIT (PRICE & VAT) YEAR 1	TOTAL UNIT (PRICE & VAT) YEAR 2	TOTAL UNIT (PRICE & VAT) YEAR 3
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.17	Meeting table 1200mm roundx750mm H- Oak Melamine			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.18	Circulation desk 1800x360x750/1100mm H			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desk, tables and computer stands	Fig. B.19	Reading table 1500x850x750 mm H			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.20	Study carrel 750x600x750/1100mm H-Single			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.21	Study carrel 150x850x750x1100mm H- Double			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2: Desks, tables and computer stands	Fig. B.22	Browser box 750x600x750/950mm H			
SANS 1528-2:2013 (Edition 1.3) Furniture Part 2:	Fig. B.23	Book End 120 x 150 x 142mm H-Steel			

SANS	REF	DESCRIPTION	TOTAL UNIT (PRICE & VAT) YEAR 1	TOTAL UNIT (PRICE & VAT) YEAR 2	TOTAL UNIT (PRICE & VAT) YEAR 3
Desks, tables and computer stands					
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.1	Grade R storage unit 1200x450x1000 mm H-Saligna			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.2	Pigeon hole 900x360x1500mm H-30 Division			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.3	Glazed door bookcase 900x360x1500mm H			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.4	Filing Cabinet 465x625x1300 mm H-4 drawers-steel			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.5	Stationery cupboard 900x450x1800 mm H-2 doors-Steel			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.6	Stationery cupboard 900x450x900 mm H-2 doors-Steel			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.7	Credenza 900x450x750 mm H with sliding doors Oak Melamine			

SANS	REF	DESCRIPTION	TOTAL UNIT (PRICE & VAT) YEAR 1	TOTAL UNIT (PRICE & VAT) YEAR 2	TOTAL UNIT (PRICE & VAT) YEAR 3
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.8	Stationery cupboard 900x360x1500 mm H-2 doors Oak Melamine			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.9	Filing cabinet 487x550x1350mm H-4 drawers-Oak Melamine			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.10	Correspondence rack 770x353x76mm H-30 division-Oak Melamine			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig. C.11	Bookshelf 900x300x900 mm H- 2 tier -Oak Melamine			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.12	Bookshelf 900x300x1200 mm H- 3 tier Oak Melamine			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.13	Bookshelf 900x300x1500 mm H- 4 tier Oak Melamine			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.14	Bookshelf 900x300x1800mm H- 5 tier Oak Melamine			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.15	Bookshelf 900x600x1200 mm H- double 3 tier-Oak Melamine			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.16	Bookshelf 900x600x1800 mm H- double 5 tier-Oak Melamine			

SANS	REF	DESCRIPTION	TOTAL UNIT (PRICE & VAT) YEAR 1	TOTAL UNIT (PRICE & VAT) YEAR 2	TOTAL UNIT (PRICE & VAT) YEAR 3
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.17	Catalogue cabinet 1200x420x1800mm H			
SANS 1528-3:2013 (Edition 1.3) Furniture Part 3: Storage Units	Fig.C.18	Book trolley 950x320x1020 mm H-2 slanted shelves			
SANS 1528-4:2013 (Edition 1.2) Furniture Part 4: Bunk beds for domestic use	Fig.H.1	Bunk bed 1905x760x1650 mm H-with Spunbond TM mattresses			
SANS 521:2013 Edition 3.5 Hospital beds and cots	Fig. I.1	Sickroom bed 1910x910x430/520/770mm H-with PVC covered mattress			
GRAND TOTAL(VAT Inclusive)					



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE E: GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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 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.

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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 subcontractors) 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

7. Performance security

arising from use of the goods or any part thereof by the purchaser.

- 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 contractor 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

- (d) for each appropriate unit of the supplied goods; 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 any 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 subcontractor(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.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in

**25.
Force
Majeure**

terms of the contract or any other contract or any other amount which may be due to him

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 accrue thereafter 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. Limitation
of liability**

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) is / 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.

General Conditions of Contract (revised July
2010

