



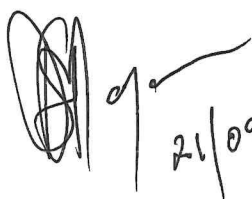
the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID (RFB)

The Department of Justice and Constitutional Development invites all interested parties to submit bids for requirements as stipulated below:

DOCUMENT NUMBER:	RFB 02 - 2022
RFB ISSUE DATE:	23 SEPTEMBER 2022
RFB CLOSING TIME AND DATE:	14 OCTOBER 2022
RFB VALIDITY PERIOD:	120 Days (from RFB closing date)
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURING, SUPPLY, DELIVERY AND INSTALLATION OF THE ICT SERVICE DESK FURNITURE AT NATIONAL OFFICE: PRETORIA
PERIOD:	For a once off period
BRIEFING SESSION:	A non-compulsory briefing session for all potential bidders will be held virtually, on: 30 September 2022 Enquiries can be sent to scm@justice.gov.za on or before 05 October 2022.
RESPONSES TO THIS RFB SHOULD BE FORWARDED TO:	Physical Address for Hand Delivery: The Tender Box, Momentum Centre, 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001
ENQUIRIES:	E-Mail Address: scm@justice.gov.za

 21/09/2022

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SECTION 1

BID SPECIFICATION REQUIREMENTS FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE MANUFACTURING, SUPPLY, DELIVERY AND INSTALLATION OF THE ICT SERVICE DESK FURNITURE AT NATIONAL OFFICE: PRETORIA

1. DEFINITIONS

- 1.1 “Department” – means the Department of Justice and Constitutional Development.
- 1.2 “DOJ&CD” - means the Department of Justice & Constitutional Development.
- 1.3 “PPPF” – means Preferential Procurement Policy Framework
- 1.4 “RFB” – means Request for Bid. In this document, RFB and “Quotation” is used interchangeably and shall have the same meaning and effect.
- 1.5 “Receiving party” – any legal recipient of this document
- 1.6 “Validity Period” – means 120 days commencing from the RFB closing date. This date could be extended by agreement between DOJ&CD and the Bidders.
- 1.7 Business hours - means from 06:00 – 18:00 excluding public holidays and weekends

2. PURPOSE

The Department of Justice and Constitutional Development (DOJ&CD) would like to invite suitably qualified prospective bidders to manufacture, supply, deliver and install office furniture for the information Systems Management ICT Service Desk at 329 Pretorius Street, Momentum Building, Pretoria.

3. BACKGROUND

- 3.1 The Key mandate of the DOJ&CD is to support the Administration of Justice and uphold the Constitution. This is performed by implementing an effective and efficient court system and through the provision of quality legal services to the citizens and the state.
- 3.2 In addition to these goals, the DOJ&CD needs to have effective support services that are in line with good corporate governance and implement the transformational agenda of government on issues of access and empowerment of previously disadvantaged individuals.
- 3.3 ISM has embarked on office space maximisation project towards an optimised open plan environment. The project will require procurement of, amongst others, furniture for the current structure and operating model.


4. SCOPE OF WORK

Manufacture, supply, delivery and installation of office furniture for the newly renovated offices of the Office of the ICT Service Desk as per the specifications outlined in the table below.

DETAILED SPECIFICATIONS: *Bidders must comply with the local content percentages as stipulated below, and failure to comply will result in the disqualification of the bidder's proposal.*

ITEM NO	QTY	FURNITURE DESCRIPTION	Local content %
Service Desk Open Plan Area			
4.1.1	10	4-Way Cluster Workstation (face-to-face) Desk: 1600mm(W) x 800mm(D) x 1700mm(H) 16mm thick (melamine pure white) with cable management ports Under Structure: 4 steel pole legs color aluminum look	70%
4.1.2	30	Desk Screens: fully acoustic panel screens, 1600mm x 550mm x 16mm sound absorbency screens in recyclable polyester (can be used as a pinboard) colours (orange, lime green, red and blue)	100%
4.1.3	40	Pedestal: Desk height with 2 standard drawers, 1 deep filer, central locking, drawers front to be matched to the colour of the desk panel screen	90%
4.1.4	5	6-Way Cluster Workstation (face-to-face) Desk: 1600mm(W) x 800mm(D) x 1700mm(H) 16mm thick (melamine pure white) with cable management ports Under structure: 4 steel pole legs color aluminum look	70%
4.1.5	25	Desk Screens: fully acoustic panel screens, 1600mm x 550mm x 16mm sound absorbency screens in recyclable polyester (can be used as a pinboard) colours (orange, lime green, red and blue), can be used as a pinboard	100%
4.1.6	30	Pedestal: Desk height with 2 standard drawers, 1 deep filer, central locking, drawers front to be matched to the colour of the desk panel screen	90%
Service Desk Open Plan Area			
4.1.7	80	Operators Chairs High Back Chair with nylon armrest Mechanism: Swivel & Tilt Tension & Gas Height Adjustment 5-star Nylon base with heavy duty castors Seat width: 540mm Backrest height: 695mm Colour: Black	65%
4.1.8	75	Wastepaper Bin Round perforated steel 240mm(W) x 300mm(H) Colour: Silver	100%
4.1.9	1	Systems Cabinet	70%

		900mm(W) x 450mm(D) x 1800mm(H) 4 shelves 2 hinged doors and lockable Finishes: Melamine pure white	
Service Delivery Manager			
4.1.10	1	L-shaped single desk Desk: 1800mm(W) x 800mm(D) x 740mm(H) 16mm thick Legs: 4 steel pole legs color aluminum look Modesty panel: 16mm melamine + brackets for desk Finishes: Veneer Oak	90%
4.1.11	1	Mobile Pedestal: 2 drawers, 1 deep filer desk height pedestal with central locking Finishes: Veneer Oak	90%
4.1.12	1	Credenza: 1200mm(W) x 500mm(D) x 00mm(H) deep silver roller door (with one shelf) Finishes: Veneer Oak	90%
Service Desk Operations Managers			
4.1.13	2	L-shaped single desk Desk: 1800mm(W) x 800mm(D) x 740mm(H) 16mm thick Legs: 4 steel pole legs color aluminum look Modesty panel: 16mm melamine + brackets for desk Finishes: Veneer Oak	70%
4.1.14	2	Mobile Pedestal: 2 drawers, 1 deep filer desk height pedestal with central locking Finishes: Veneer Oak	90%
4.1.15	2	Credenza: 1200mm(W) x 500mm(D) x 700mm(H) deep silver roller door (with one shelf) Finishes: Veneer Oak	90%
Board Room			
4.1.16	1	Boardroom table oval 12-seater Dimensions: 4000mm x 1600mm Panel legs Finishes: Veneer Oak	90%

4.1.17	12	Chairs High Back Chair with nylon armrest Mechanism: Swivel & Tilt Tension & Gas Height Adjustment 5-star Nylon base with heavy duty castors Seat width: 540mm Backrest height: 695mm Backseat Fabric: Similar to example - Linear Stripe Material (lines) should horizontal 	65%
4.1.18	1	Magnetic Whiteboard Fully erasable for repeated use Aluminum Frame Dimensions 1500mm(L) x 1200mm(H) Includes: 4 Moulded Magnets, Whiteboard Cleaner, 2 Whiteboard Markers & 1 Whiteboard Non-Magnetic Eraser	N/A
4.1.19	1	Magnetic Whiteboard Fully erasable for repeated use Aluminum Frame Dimensions 1200mm(L) x 900mm(H) Includes: 4 Moulded Magnets, Whiteboard Cleaner, 2 Whiteboard Markers & 1 Whiteboard Non-Magnetic Eraser	N/A
Chill Area			
4.1.20	24	Armchair (heavy duty) Height: 450mm Width: 560mm Type: Molded with polypropylene shell and brushed aluminum legs Finishes: Orange (6), Lime Green (6), Blue (6) and Red (6)	100%
4.1.21	6	Square Canteen Table 700(W) x 700(D) x 710(H) Colour: White Base: Aluminum pole with cast aluminum base	100%
4.1.22	1	Double Seater Couch	90%

		Finish: Durable Fabric finish with powder coated steel frame Dimensions: 2180mm(W) x 830mm(D) x 720mm(H) Colour: Deep Blue	
4.1.23	1	Single Seater Couch Finish: Durable Fabric finish with powder coated steel frame Dimensions: 1530mm(W) x 830mm(D) x 720mm(H) Colour: Deep Blue	90%
4.1.24	1	Rectangular Coffee Table Dimensions: 1350x750x500mm Finishes: Veneer Medium Cherry	100%

SECTION 2

1 SCM ADMINISTRATIVE COMPLIANCE

- 1.1 Without limiting the generality of the DOJ&CD and other critical requirements on this Bid, bidder(s) must submit the documents listed in table below.
- 1.2 All documents must be completed and signed by the duly authorised representative of each bidder.
- 1.3 Bidders' responses will be evaluated based on SCM compliance with the listed administration and mandatory bid requirements. Refer to the implications on the mandatory requirements per document.
- 1.4 The submitted proposals will then be evaluated by a panel on the basis of adherence/compliance to and submission of the following documentation and/or registration in terms of all relevant Legal institutions from each bidder.

DOCUMENTS THAT MUST BE SUBMITTED	
Document Name	Instructions
INVITATION TO BID – SBD 1	Complete and sign the supplied pro forma document
DECLARATION OF INTEREST – SBD 4	Complete and sign the supplied pro forma document
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – SBD 6.1	Complete and sign the supplied pro forma document

DOCUMENTS THAT MUST BE SUBMITTED

<p>DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - SBD 6.2</p> <p>AND</p> <p>ANNEXURE C: LOCAL CONTENT DECLARATION - SUMMARY SCHEDULE</p>	<p>Complete and sign the supplied pro forma document</p> <p>Bidders are required to comply with the National Treasury designated sectors circular regarding minimum threshold for local production and content for furniture products (Please see table below as reference):</p> <p>Failure to comply with all requirements contained herein will lead to disqualification.</p> <table border="1" data-bbox="507 544 1404 1137"> <thead> <tr> <th>Description</th><th>% Local Content</th></tr> </thead> <tbody> <tr> <td>Melamine office desk with drawers</td><td>70%</td></tr> <tr> <td>Office Desk (Drawers) with timber top on steel frame</td><td>90%</td></tr> <tr> <td>Office Desk (Drawers) with supawood (MDF) top on steel frame</td><td>90%</td></tr> <tr> <td>Melamine/ Paper foil office desk with drawers</td><td>70%</td></tr> <tr> <td>Stacker upholstered chair - 4 legged without arms</td><td>100%</td></tr> <tr> <td>Side upholstered chair – Sleigh base with arms</td><td>70%</td></tr> <tr> <td>High back upholstered chair with arms on 5 star base</td><td>65%</td></tr> <tr> <td>Steel stationery cupboard</td><td>100%</td></tr> <tr> <td>Steel drawer(s) filing cabinet</td><td>100%</td></tr> <tr> <td>Wood stationery cupboard</td><td>100%</td></tr> <tr> <td>Wood drawer(s) filing cabinet</td><td>100%</td></tr> <tr> <td></td><td></td></tr> </tbody> </table>	Description	% Local Content	Melamine office desk with drawers	70%	Office Desk (Drawers) with timber top on steel frame	90%	Office Desk (Drawers) with supawood (MDF) top on steel frame	90%	Melamine/ Paper foil office desk with drawers	70%	Stacker upholstered chair - 4 legged without arms	100%	Side upholstered chair – Sleigh base with arms	70%	High back upholstered chair with arms on 5 star base	65%	Steel stationery cupboard	100%	Steel drawer(s) filing cabinet	100%	Wood stationery cupboard	100%	Wood drawer(s) filing cabinet	100%		
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<p>GOOD STANDING ON TAX AFFAIRS</p>	<p>The bidder must be in good standing with SARS in respect of any relevant legislative tax commitments and must provide together with the bid response a SARS pin number for verification purposes.</p>																										
<p>REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)</p>	<p>Bidders must be registered on the Central Supplier Database (CSD), a letter of award will not be issued until this requirement is complied.</p> <p>Submit a recent report detailing proof of CSD registration.</p> <p>If you are not registered proceed to complete the registration of your company prior to submitting your Bid. Visit https://secure.csd.gov.za to obtain your vendor number.</p>																										
<p>Technical proposal/response to the Evaluation Criteria</p>	<p>Prospective bidders must submit a bid response addressing the under mentioned criteria in Section 5 the Evaluation criteria Matrix (on page 20) per criteria, which must be prepared in chronological order. Bidders must clearly reference their substantiation in their bid response by providing reference to the sections and page numbers of their bid response on the individual criteria.</p>																										

2 BIDDERS WILL BE REQUIRED TO SUBMIT THEIR OFFERS IN TWO SEPARATE SEALED ENVELOPES, FAILURE TO COMPLY WITH THE SPECIFICS SET OUT BELOW IN 2.1 AND 2.2 WILL DISQUALIFY THE BIDDER.

2.1 The first envelope will contain: (to be clearly marked “TECHNICAL PROPOSAL”)

- a) SBD 1 (Invitation to Bid);
- b) CSD report
- c) SARS pin number for verification purposes
- d) SBD 4 (Declaration of interest);
- e) SBD 6.1 (Preference points claim form in terms of the preferential procurement regulations 2017)
- f) SBD 6.2 (Declaration Certificate For Local Production And Content For Designated Sectors); Annexure C – (Local Content Declaration- Summary Schedule);
- g) Bidder’s response to the evaluation criteria.

2.2 The second envelope will contain: (to be clearly marked “FINANCIAL PROPOSAL”)

- a) SBD 3.1 (Pricing Schedule – Firm prices)

3 BID SUBMISSION RELATED PROVISIONS

3.1 Cover Quoting

Bidders submitting two or more offers on the same bid under same or different names without declaring interest will be disqualified.

3.2 Deletion and Amendments

Bidders are prohibited from utilizing *Tipex* in their bid responses and such will invalidate their bid. Bidders are requested to neatly delete and initial next to any corrections effected within the bid proposal.

3.3 Joint Venture

If the companies are to form a Joint Venture (JV) there should be a Joint Venture agreement between them and furthermore, they should approach a verification agency in order for them to obtain a consolidated certificate to claim B-BBEE points. In cases where the service providers form a Joint Venture, a separate and original, valid SARS Tax Clearance Certificate/Tax Compliance status certificate/E-Filing/SARS/CSD report for **each entity** must be submitted with the bid document.

3.4 Contract award

The contract will be legally constituted once the Department has notified the successful Bidder of the acceptance of the Bid and the Bidder has fully complied with all terms and conditions contained therein.

3.5 Rights Reserved

- 3.5.1 The Department reserves the right to verify any information provided, through or independently from the bidder including the right to contact or conduct site visits to the Referees before and after award;
- 3.5.2 The DoJ&CD reserves the right to cancel the award in circumstances whereby the bidder has falsified information provided.
- 3.5.3 The DoJ&CD reserves the right to award this bid in whole or parts.

3.6 Minimum Technical Specifications

Failing to comply with any of the mandatory and technical specifications as proposed in the tender document will result in the invalidation of the prospective bidder's proposal prior to the evaluation of functionality criteria.

SECTION 3

5. SPECIAL CONDITIONS OF CONTRACTING

5.1 Deliverables

- 5.1.1 Manufacturing, supply, delivery and installation of the furniture at the ICT Service Desk.
- 5.1.2 Project management of the manufacturing, supply, delivery and installation of the furniture at the ICT Service Desk.
- 5.1.3 All deliveries and installations must be completed within a period of three (3) months after receipt of letter of award or purchase order as determined by the Department.

5.2 Packaging

All furniture supplied must be delivered in protective packaging. DoJ & CD will not accept any damaged furniture.

5.3 Travel

Travel between the prospective contractor's place of work to the DoJ & CD, 329 Pretorius Street, Momentum Centre, Pretoria, will be at the contractor's cost.

5.4 Duration

This will be a once off manufacture, supply, delivery and installation of office furniture.

5.5 Reporting Framework

Progress Report in writing per phase to include the following:

- a) Details of progress achieved towards meeting all deliverables, against Programmes;
- b) Costs incurred to date.
- c) Problems encountered and proposed remedial actions.
- d) Project review.

5.6 Communication

Prior commencement of the project, a project management team comprising of the service provider and departmental members will be established. The DoJ & CD will advise and lead in all communication processes that would ensure that the deliverables indicated in the scope of work is met within the stipulated timeframe.

5.7 Materials and Workmanship

- 5.7.1 All materials utilized for purposes of this contract shall be new and both workmanship and materials shall be the very best of its respective kind of each of the several trades employed;

- 5.7.2 All work shall be executed in strict compliance with dimensional design requirements of the manufacturer's drawings and specifications and under direct supervision of competent representatives of the bidder. Tolerances on overall assembly dimensions shall be within plus or minus 1/32 inch;
- 5.7.3 Methods of fabrication, assembly, and erection, unless otherwise specifically stated, shall be to the specification of the manufacturer and it shall be the bidder's responsibility to guarantee to the satisfactory performance as herein specified;
- 5.7.4 Metal and wood furniture shall be fabricated and rigidly assembled by skilled work persons of the highest grade known to the trade and to the complete satisfaction of the manufacturer/designer;
- 5.7.5 Reinforcing as required to ensure a rigid and secure assembly shall be provided where necessary, even if not detailed on the drawings. Exposed surfaces shall be free from dents, tool marks, warpage, buckle, glue and open joints. All joints, corners, and miters shall be accurately fitted and rigidly secured with hairline contacts. Fastenings shall be concealed. Threaded connections shall be made up tightly so that threads are entirely concealed;
- 5.7.6 Metal work shall be fabricated and fastened so that work will not be distorted, nor the fasteners overstressed from the expansion and contraction of the metal;
- 5.7.7 All welding shall be in accordance with appropriate recommendations of the SANS (South African National Standards) and shall be done with electrodes and/or by methods recommended by the manufacturer of the alloys being welded.
- 5.7.8 All welds behind finished surfaces shall be so done as to minimize distortion and to assure no discoloration on the finished side. All weld spatter and welding oxides on finished surfaces shall be removed by descaling and/or grinding. All weld beads on exposed finished surfaces shall be square and/or polished to match and blend with finish on adjacent parent metal. All welding shall be of adequate strength and durability with joints tight, flush, smooth and clean;
- 5.7.9 All soldering shall be in accordance with the specifications of the manufacturers of the parent metals involved. Soldering shall be employed only for filling or sealing of joints, and shall not be relied upon for mechanical strength. Immediately after soldering, all fluxes shall be removed by washing with a strong neutralizing solution, followed by clean water rinse and drying; and
- 5.7.10 All work shall be fitted and assembled in the shop insofar as practicable. Units which are too large for shipment to project site shall be marked and disassembled, retaining units in sizes as

large as possible for shipment and erection. All dimensions for recessed file unit(s) and systems furniture panel runs shall be verified in the field. All exposed work shall be carefully matched to produced continuity of and design. All finishes shall match samples as approved by Designer in all respects. Gluing of plastic laminate surfacing materials and of face veneers shall, where possible, be by the hotplate method and glued surfaces shall be in close contact throughout. Glue stains will not be permitted.

5.8 Delivery and Installation

- 5.8.1 Manufactured materials shall be delivered in the original packages, containers or bundles bearing the name of the manufacture and the brand. Temporary coverings, provided at the bidder's option to protect the work during shipment, storage and installation, shall be carefully selected to avoid development of deleterious effects in the work;
- 5.8.2 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, stored, used, cleaned and conditioned in accordance with the manufacturer's written specifications or instructions unless hereinafter specified to the contrary;
- 5.8.3 Any furniture or equipment which does not conform to the specification requirements or standards shall be disapproved and condemned by DOJ&CD and in which case it shall be removed and replaced by the bidder before any payments are processed;
- 5.8.4 In the event of the bidder requiring any additional workforces to ensure completion of work within the agreed time, this would be for the account of the bidder;
- 5.8.5 Installations must be done under constant supervision of the bidder's qualified technicians and or authorized representatives;
- 5.8.6 All work must be done to the acceptable standard level of the trade and to the satisfaction of the manufacturer/designer as well as DOJ&CD;
- 5.8.7 Where applicable, all file, storage or wall units /cabinets shall be bolted together side to side and all over file storage cabinets and all counter tops securely fastened to the equipment below;
- 5.8.8 Special care shall be taken in the handling of the furniture to avoid it either being scratched or defaced during installation. No materials showing evidence of such mishandling shall be accepted and shall be replaced by the bidder at his/her expense;
- 5.8.9 All units which have been warped, bowed, deformed or otherwise damaged or defaced shall not be installed. The bidder shall remove and replace such items required;

- 5.8.10 Any carpeting, glass panels, wall surfaces, etc. affected (dirtied) during the installation, need to be cleaned as part of final installation of such area where the furniture is delivered;
- 5.8.11 The corporate connections must be installed within the desks and form part of the desk installation; and
- 5.8.12 Delivery will be required in phases based on the project plan per floor. This plan will be communicated with the successful bidder.

5.9 Payment

Advance payment will not be made and, payments shall be processed on the satisfactory delivery and installation per phase completed on site and to the satisfaction of the DoJ & CD representative certifying that such furniture was delivered and installed satisfactory. Invoices shall be entertained in terms of the PFMA and therefore paid within (30) days on receipt of a valid invoice.

5.10 VAT

The price quoted by the prospective supplier must include Value Added Tax (VAT).

5.11 Policies and Procedures

The successful supplier must at all times comply with DoJ & CD's policies and procedures as well as maintain a high level of confidentiality of information.

5.12 Costs

- 5.12.1 DOJ&CD will not be held responsible for any costs incurred by the service provider in the preparation and submission of the bid.
- 5.12.2 It must be noted that the price tendered must be inclusive of all costs (VAT, Delivery, Warranty / guarantee, installation cost etc.).
- 5.12.3 Bidders are requested to submit their price quotes, which require prices to be quoted on a fixed price basis for duration of the contract.

5.13 Guarantee

DOJ&CD requires a minimum of 5 years guarantee from the prospective bidder against factory defaults. The successful bidder will be required to provide furniture parts, spares, consumables and appurtenances that become defective during the warranty period without any charge. Regardless of the above guarantee, DOJ&CD requires a design continuity of 10 years.

5.14 Manufacturing

5.14.1 The bidder confirms that the proposed products are in full compliance with the minimum specification requirements as outlined in paragraph 4, in terms of quality, material, colours and associated fittings. All matters of inferior quality shall be addressed by the bidder as part of the delivery inspection process.

5.14.2 During the manufacturing stage (prior to delivery), the contractor will on request from DOJ&CD, be required to arrange and accompany DOJ&CD officials on visits to the factories where the furniture is manufactured to inspect and verify progress of products being manufactured for DOJ&CD. The purpose of the inspection is to ensure faithful adherence to specifications, quality standards, and completion of manufacturing and shipment within the specified timeline.

5.15 Cleaning up

The contractor shall ensure that the area within the premises where the work is performed is maintained in a neat and orderly condition. All crates, waste, wrapping materials, etc. need to be removed at the end of each day. Offices should be operational immediately, or otherwise within (2) days after the said installation of the specific furniture delivered.

5.16 Validity Period of the Bid

Bids are to be valid for a period of hundred and twenty (120) days after the closing date. Should a bidder retract his/her offer without good reason, in the opinion of the Department, he/she may be held responsible for the cost of a possible re-tender.

5.17 Delivery

5.17.1 All deliveries and installations must be completed within a period of three (3) months after receipt of letter of award or purchase order as determined by the Department.

5.17.2 All items to be clearly marked by means of a removable tag or sticker being displayed on the item reflecting the room number to which each item must be delivered/ installed. The specification item list must be utilized by the supplier for this purpose prior to the items being delivered on site.

5.17.3 All deliveries on site must take place in the presence of a member of the supplier who is at the level of supervisor and who will have the ability to oversee the correct distribution of the items on site in co-operation with DOJ & CD.

5.17.4 Any damages that may be caused to the building in the cause of delivery or installation on site must be restored by the supplier to its original standard.

5.17.5 Where the delivery schedule is not met and a period of 30 days transpires without the successful Bidder committing to a specific timeline to support the operations of the DoJ&CD, with delivery, the DoJ&CD reserves the right to cancel the contract.

5.18 Penalties

5.18.1 The supply, delivery and installation of the office furniture shall ~~must~~ be completed by the contractor within the specified agreed period (**installation of all furniture must be completed within a period of three (3) months after receipt of an Official Purchase Order**).

5.18.2 In the event of late delivery (of any period or part period of 5 working days) of any such furniture item based on the delivery schedule, a monetary penalty of **10%** of the value of the said furniture item that is late in delivery shall be imposed for each of such late delivery periods.

5.18.3 The enforcement of a penalty does not exempt the bidder from resolving a problem nor stops the repetitive levying of the penalty at the stipulated **10%** percentage value for all furniture items not delivered at the subsequent 5 working day periods. The penalty shall be enforced for subsequent periods of non-performance until resolved.

5.18.4 Bidder must take note of set service level and associated penalties and further understand that these are not necessarily the only SLA requirements for the project/ performance measurement, others may be defined and agreed to during execution phase.

5.19 Confidentiality

All information, documents and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Director-General or his delegate. At the end of the contract period or termination of the contract, all information (customers' personal information, transactional information and other relevant information) remains the property of DOJ&CD.

5.20 Bid Specifications – Legal Review

Any bidder who has reasons to believe that any clause of this specification is in conflict with any applicable legislation in the Republic of South Africa, must inform the Department in writing, stating reasons for believing such (quoting applicable legislation & clauses), before the clarification questions closing date.

5.21 News and Press Releases

Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with DOJ&CD.

5.22 Precedence of Documents

This RFB consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.

Where this RFB is silent on any matter, the relevant stipulations addressing such matter, and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that DOJ&CD may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by DOJ&CD.

It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of DOJ&CD as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of DOJ&CD in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

SECTION 4

6. EVALUATION CRITERIA

6.1 The bid will be evaluated in three (3) Phases:

- SCM Administration Requirements and Bid Technical Mandatory
- Functionality
- Price and B-BBEE

6.2 Condition for Functional Evaluation

6.2.1 In order for a bidder to qualify to be evaluated for functionality, a bidder must not have been disqualified on compliance with any prequalifying conditions or mandatory requirements preceding this phase of the evaluation.

6.2.2 Bidders must comply with this section as this forms the basis for scoring of a bidder's proposal.

6.3 Technical /Functional Evaluation Criteria

6.3.1 In order to ensure meaningful participation and effective comparison bidders are requested to furnish detailed information in substantiation of their bid responses to the evaluation criteria set out in the Functional evaluation matrix below.

6.3.2 Bidders must clearly reference their substantiation in their bid response by providing reference to the sections and page numbers of their bid response on the individual criteria. The Department will not provide or will provide low scores during this phase for a specific criterion should the bidder not substantiate their response.

6.3.3 A panel representing the Department will evaluate the proposals received according to the set of evaluation criteria listed in the Functional Evaluation matrix and the bidders will be rated with a score from 0 to 5 as set out therein.

6.4 FUNCTIONAL EVALUATION MATRIX

CRITERIA	0	1	2	3	4	5	POINTS	TOTAL
1. Capacity to manufacture and supply within set timelines Approach and Methodology in the manufacture and supply of the twenty-four (24) specified items of furniture;							30	

CRITERIA	0	1	2	3	4	5	POINTS	TOTAL
<p>A Project plan detailing the capacity to manufacture and supply the 32 specified items of furniture (all items) within a period of three (3) months after receipt of an Official Purchase Order must be submitted.</p> <ul style="list-style-type: none"> Project plan details the process for all twenty-four (24) specified items of furniture in the bid linked to timelines for manufacture and supply within the stipulated three (3) month period. Plan indicates contingency measures for any work interruption/ delay or unavailable material supplies. Score = 5 Project plan details the process for more than twenty-two (22) of the specified items of furniture in the bid linked to timelines for manufacture and supply within the stipulated three (3) month period. Score = 4 Project plan details the process for more than twenty (20) of the specified items of furniture in the bid linked to timelines for manufacture and supply within the stipulated 3-month period. Score = 3 Project plan details the process for more than sixteen (16) of the specified items of furniture in the bid linked to timelines for manufacture and supply within the stipulated 3-month period. Score = 2 Project plan lacks details/ does not address the timelines for manufacture and supply within the stipulated 3-month period for all the specified items of furniture in the bid. Score = 1 Lack of a Project Plan - no evidence provided of the type of items or supply timelines. Score = 0 								
<p>2. Capacity to deliver and install within set timeframes</p> <p>Approach and Methodology in the delivery and installation of</p>								

CRITERIA	0	1	2	3	4	5	POINTS	TOTAL
<p>the twenty-four (24) specified items of furniture;</p> <p>A Project plan detailing the time frames and capacity to deliver and install the twenty-four (24) specified items of furniture (all items) within a period of three (3) months after receipt of an Official Purchase Order must be submitted.</p> <p>Rating Scale:</p> <ul style="list-style-type: none"> Project plan details the process for <u>all</u> twenty-four (24) of the specified items of furniture in the bid linked to timelines for team capacity and supervision for the delivery and installation within the stipulated three (3) month period. Plan indicates contingency measures for any work interruption/ delay or unavailable material supplies. Score =5 Project plan details the process for more than twenty-two (22) of the specified items of furniture in the bid linked to timelines for team capacity and supervision for the delivery and installation within the stipulated 3-month period. Score =4 Project plan details the process for more than twenty (20) of the specified items of furniture in the bid linked to timelines for team capacity and supervision for the delivery and installation within the stipulated 3-month period. Score =3 Project plan details the process for more than sixteen (16) of the specified items of furniture in the bid linked to timelines for team capacity and supervision for the delivery and installation within the stipulated 3-month period. Score =2 Project plan lacks details/ does not address the timelines for team capacity and supervision for the delivery and installation within the stipulated 3-month period for all the specified items of furniture in the bid. Score = 1 Lack of a Project Plan - no evidence provided of 							30	

CRITERIA	0	1	2	3	4	5	POINTS	TOTAL
the type of items and delivery and installation. Score = 0								
3. Overall Bidder Experience The bidder must have adequate/satisfactory experience and expertise in Manufacturing, Supply, Delivery and Installation of Furniture within Government and/or Private Sector <u>within the last four (4) years</u> : Three (3) reference letters from past clients confirming successful project completion in this timeline are required. The reference letters must contain the details of the Company/Government Department and indicate the value of the contract and the period in which it was executed. The reference letters must also contain the contact details of the official/ person providing the reference. Rating Scale: <ul style="list-style-type: none"> Three (3) reference letters Score = 5 Two (2) reference letters Score = 3 One (1) reference letter Score = 1 No response/ disqualified letters Score = 0 							30	
4. Financial stability Bidder must provide original/ electronically issued bank rating letter in the name of the main company. The required bank letter must be dated after the date of the advert of this tender and be on the relevant Bank's letterhead with the name and contact details of the person issuing the letter. Rating scale: <ul style="list-style-type: none"> A rating: score = 5 B rating: score = 4 C rating: score = 3 D rating: score = 2 E rating: score = 1 							10	

CRITERIA	0	1	2	3	4	5	POINTS	TOTAL
• Nonresponsive: score = 0								
TOTAL							100	

Bidders that score **less than** 70 out of 100 points in respect of functionality /quality compliance will be regarded as non-responsive and will not be evaluated further.

6.5 Price and B-BBEE

6.5.1 Bidders who score **70 or more** out of 100 points in respect of functionality/quality will be evaluated further on pricing and B-BBEE as per the table below:

Price points	80
Preferential points / B-BBEE	20
Total	100

6.5.2 The B-BBEE score is based on the preference point system as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000)

6.5.3 The points in respect of price will be calculated on the all-inclusive amounts stipulated on the SBD 3.1 - Pricing schedule. These prices are to be quoted on a fixed price basis for the period of the contract.

6.6 Disclaimer

The DOJ&CD reserves the right not to accept any bid in its entirety or partially. The lowest price bid will not necessarily be accepted.

The DOJ&CD prior to the awarding of the tender may subject the preferred bidder(s) to price negotiation.

6.7 CONTACT PERSONS

All enquiries can be sent to scm@justice.gov.za on or before 05 October 2022.

Non-compulsory briefing Session

A non-compulsory virtual briefing session for all potential bidders will be held on:

Date: 30 September 2022

Time: 11h00

Refer the virtual link on first page of the Bid invite.

6.8 BIDDER QUERIES

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing to the below email.

E-mail address
SCM@justice.gov.za

Under no circumstances may any other employee within DOJ&CD, other than the contact person provided above, be approached for any information. Any such action may result in a disqualification of a response submitted in competition to the RFB.

DOJ&CD reserves the right to place a received query and its corresponding response thereto, on its website, or a website that it has officially selected for such correspondence.

Any bidder who has reasons to believe that this specification is written in such a manner that it favours any organization, must inform the Department in writing, stating reasons for believing such, before the clarification questions closing date.

SECTION 5

GENERAL CONDITIONS OF CONTRACTING (GCC's)

Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website (www.treasury.gov.za).

Note: Paragraph 29 relates to Governing language and specifies that 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.

ANNEXURE A
SBD 1 - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF JUSTICE & CONSTITUTIONAL DEVELOPMENT				
BID NUMBER:	RFB 02 - 2022	CLOSING DATE:	14 OCTOBER 2022	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURING, SUPPLY, DELIVERY AND INSTALLATION OF THE ICT SERVICE DESK FURNITURE AT NATIONAL OFFICE: PRETORIA			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, DOJ&CD, MOMENTUM BUILDING, 329 PRETORIUS STREET, PRETORIA CENTRAL				
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				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		

TICK BOX			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [if yes answer part b:3 below]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF JUSTICE & CONSTITUTIONAL DEVELOPMENT		
CONTACT PERSON	E-Mail all bidding procedure enquiries to SCM@justice.gov.za	CONTACT PERSON	E-Mail all technical information enquiries to SCM@justice.gov.za
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SECTION TERMS AND CONDITIONS FOR BIDDING

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

CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

DATE:.....

ANNEXURE B

STANDARD BIDDING DOCUMENTS:

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)


NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number: RFB 02 - 2022
Closing Time 11:00	Closing date: 14 October 2022

ITEM NO	QTY	FURNITURE DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) Unit Price (Incl VAT)	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) Total Price (Incl VAT)	Local content %
Service Desk Open Plan Area					
4.1.1	10	4-Way Cluster Workstation (face-to-face) Desks: 1600mm(W) x 800mm(D) x 1700mm(H) 16mm thick (melamine pure white) with cable management ports Under Structures: 4 steel pole legs color aluminum look			70%
4.1.2	30	Desk Screens: fully acoustic panel screens, 1600mm x 550mm x 16mm sound absorbency screens in recyclable polyester (can be used as a pinboard) colours (orange, lime green, red and blue)			100%
4.1.3	40	Pedestal: Desk height with 2 standard drawers, 1 deep filer, central locking, drawers front to be matched to the colour of the desk panel screen			90%

4.1.4	5	6-Way Cluster Workstation (face-to-face) Desk: 1600mm(W) x 800mm(D) x 1700mm(H) 16mm thick (melamine pure white) with cable management ports Under structure: 4 steel pole legs color aluminum look			70%
4.1.5	25	Desk Screens: fully acoustic panel screens, 1600mm x 550mm x 16mm sound absorbency screens in recyclable polyester (can be used as a pinboard) colours (orange, lime green, red and blue), can be used as a pinboard			100%
4.1.6	30	Pedestal: Desk height with 2 standard drawers, 1 deep filer, central locking, drawers front to be matched to the colour of the desk panel screen			90%
Service Desk Open Plan Area					
4.1.7	80	Operators Chairs High Back Chair with nylon armrest Mechanism: Swivel & Tilt Tension & Gas Height Adjustment 5-star Nylon base with heavy duty castors Seat width: 540mm Backrest height: 695mm Colour: Black			65%
4.1.8	75	Wastepaper Bin Round perforated steel 240mm(W) x 300mm(H) Colour: Silver			100%
4.1.9	1	Systems Cabinet 900mm(W) x 450mm(D) x 1800mm(H) 4 shelves 2 hinged doors and lockable Finishes: Melamine pure white			70%
Service Delivery Manager					
4.1.10	1	L-shaped single desk Desk: 1800mm(W) x 800mm(D) x 740mm(H) 16mm thick Legs: 4 steel pole legs color aluminum look Modesty panel: 16mm melamine + brackets for desk Finishes: Veneer Oak			90%
4.1.11	1	Mobile Pedestal: 2 drawers, 1 deep filer desk height pedestal with central locking			90%

		Finishes: Veneer Oak			
4.1.12	1	Credenza: 1200mm(W) x 500mm(D) x 700mm(H) deep silver roller door (with one shelf) Finishes: Veneer Oak			90%
Service Desk Operations Managers					
4.1.13	2	L-shaped single desk Desk: 1800mm(W) x 800mm(D) x 740mm(H) 16mm thick Legs: 4 steel pole legs color aluminum look Modesty panel: 16mm melamine + brackets for desk Finishes: Veneer Oak			70%
4.1.14	2	Mobile Pedestal: 2 drawers, 1 deep filer desk height pedestal with central locking Finishes: Veneer Oak			90%
4.1.15	2	Credenza: 1200mm(W) x 500mm(D) x 700mm(H) deep silver roller door (with one shelf) Finishes: Veneer Oak			90%
Board Room					
4.1.16	1	Boardroom table oval 12-seater Dimensions: 4000mm x 1600mm Panel legs Finishes: Veneer Oak			90%
4.1.17	12	Chairs High Back Chair with nylon armrest Mechanism: Swivel & Tilt Tension & Gas Height Adjustment 5-star Nylon base with heavy duty castors Seat width: 540mm Backrest height: 695mm Backseat Fabric: Similar to example - Linear Stripe Material (lines) should horizontal 			65%
4.1.18	1	Magnetic Whiteboard Fully erasable for repeated use Aluminum Frame Dimensions 1500mm(L) x 1200mm(H) Includes: 4 Moulded Magnets, Whiteboard			N/A

		Cleaner, 2 Whiteboard Markers & 1 Whiteboard Non-Magnetic Eraser			
4.1.19	1	Magnetic Whiteboard Fully erasable for repeated use Aluminum Frame Dimensions 1200mm(L) x 900mm(H) Includes: 4 Moulded Magnets, Whiteboard Cleaner, 2 Whiteboard Markers & 1 Whiteboard Non-Magnetic Eraser			N/A
Chill Area					
4.1.20	24	Armchair (heavy duty) Height: 450mm Width: 560mm Type: Molded with polypropylene shell and brushed aluminum legs Finishes: Orange (6), Lime Green (6), Blue (6) and Red (6)			100%
4.1.21	6	Square Canteen Table 700(W) x 700(D) x 710(H) Colour: White Base: Aluminum pole with cast aluminum base			100%
4.1.22	1	Double Seater Couch Finish: Durable Fabric finish with powder coated steel frame Dimensions: 2180mm(W) x 830mm(D) x 720mm(H) Colour: Deep Blue			90%
4.1.23	1	Single Seater Couch Finish: Durable Fabric finish with powder coated steel frame Dimensions: 1530mm(W) x 830mm(D) x 720mm(H) Colour: Deep Blue			90%
4.1.24	1	Rectangular Coffee Table Dimensions: 1350x750x500mm Finishes: Veneer Medium Cherry			100%
TOTAL BID PRICE			R		

- Required by: DoJ&CD
- At: **National Office: 329 Pretorius Street,
Momentum Building**
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

ANNEXURE C

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

Where person/s is/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 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

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.

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
 Signature Date

.....

Position

Name of bidder

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

ANNEXURE D

SBD 6.1

PREFERENTIAL PROCUREMENT PREFERENCE POINTS

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 1.1.1 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20, preference point system shall be applicable;
- 1.1.2 Points for this bid shall be awarded for: Price; and B-BBEE Status Level of Contributor.
- 1.2 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.3 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

2. DEFINITIONS

- 2.1 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.2 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 **“Prices”** includes all applicable taxes less all unconditional discounts;
- 2.8 **“Proof of B-BBEE status level of contributor”** means:
- 2.9 B-BBEE Status level certificate issued by an authorized body or person;
- 2.10 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.11 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.12 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.13 **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

- 3.1.1 A maximum of 80 points is allocated for price on the following basis: 80/20

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

Where

- 3.1.2 P_s = Points scored for price of bid under consideration
- 3.1.3 P_t = Price of bid under consideration
- 3.1.4 P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

6.2 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

7.2 **(Tick applicable box)**

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

7.3 If yes, indicate:

7.3.1 What percentage of the contract will be subcontracted..... %

7.3.2 The name of the sub-contractor.....

7.3.3 The B-BBEE status level of the sub-contractor.....

7.3.4 Whether the sub-contractor is an EME or QSE

7.3.5 **(Tick applicable box)**

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

7.4 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm_____
- 8.2 VAT registration number_____
- 8.3 Company registration number_____

9. TYPE OF COMPANY/ FIRM [TICK / CIRCLE APPLICABLE BOX]

9.1	Partnership/Joint Venture / Consortium	
9.2	One person business/sole propriety	
9.3	Close corporation	
9.4	Company	
9.5	(Pty) Limited	

10. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

11. COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

11.1	Manufacturer	
11.2	Supplier	
11.3	Professional service provider	
11.4	Other service providers, e.g. transporter, etc.	

- 11.5 Total number of years the company/firm has been in business. _____

- 11.6 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 11.6.1 The information furnished is true and correct;
- 11.6.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 11.6.3 In the event of a contract being awarded as a result of points claimed as shown in above paragraphs, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 11.6.4 If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- 11.6.5 disqualify the person from the bidding process;
- 11.6.6 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 11.6.7 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;
- 11.6.8 recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis,
- 11.6.9 be restricted by the National Treasury 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 forward the matter for criminal prosecution.

WITNESSES	SIGNATURE(S) OF BIDDERS(S)
1.	DATE:
2.	ADDRESS:

ANNEXURE E

SBD 6.2

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 bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency 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 – ANNEXURE C **(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: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. APPOINTMENT OF SERVICE PROVIDER FOR THE
(C2) Tender description: MANUFACTURING, SUPPLY, DELIVERY AND
INSTALLATION OF THE ICT SERVICE DESK
(C3) Designated product(s) FURNITURE AT NATIONAL OFFICE
(C4) Tender Authority:
(C5) Tendering Entity name:
(C6) Tender Exchange Rate:
(C7) Specified local content %

Pula EU GBP

Note: VAT to be excluded from all calculations

		Calculation of local content							Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
Signature of tenderer from Annex B		(C20) Total tender value							(C21) Total Exempt imported content			
									(C22) Total Tender value net of exempt imported content			
									(C23) Total Imported content			
									(C24) Total local content			
Date:									(C25) Average local content % of tender			

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(01)	Tender No.	
(02)	Tender description:	APPOINTMENT OF SERVICE PROVIDER FOR THE MANUFACTURING, SUPPLY, DELIVERY AND INSTALLATION OF THE ICT SERVICE DESK FURNITURE AT NATIONAL OFFICE
(03)	Designated Products:	
(04)	Tender Authority:	
(05)	Tendering Entity name:	
(06)	Tender Exchange Rate:	Pula

EU

GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											
This total must correspond with Annex C - C21											

B. Imported directly by the Tenderer

[illegible]

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

[illegible]

D. Other foreign currency payments

D. Other foreign currency payments				Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	

Signature of tenderer from Annex B

Date: _____

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

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

**This total must correspond with
Annex C - C23**

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

(E10)	Manpower costs (Tenderer's manpower cost)	
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)	

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____