



**DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE DEPARTMENT OF  
SPORT, RECREATION, ARTS & CULTURE STATED HEREIN UNDER**

<b>Bid No.</b>	<b>SCMU14-23/24-0004</b>	
<b>Bid Description.</b>	<b>Appointment of a manufacturer to supply, deliver, install and maintain Office Furniture in the Department of Sport, Recreation, Arts, and Culture for a period of thirty-six (36) months.</b>	
<b>The successful bidder will be required to fill in and sign a written Contract Form (SBD 7)</b>		
<b>Details of Compulsory Pre-Bid Information meeting :-</b>	<b>Venue:-</b>	<b>N/A</b>
	<b>Date &amp; Time:-</b>	
<b>Contact Person/s:-</b>		
<b>Specification:</b>	<b>Name:</b>	<b>Mr. N. H Mtamzeli</b>
	<b>Telephone &amp; Cell Numbers:</b>	<b>043 – 492 1310 / 066 474 2755</b>
<b>Bid Procedures:</b>	<b>Names:</b>	<b>Mr. M. Maqubela</b>
	<b>Telephone No:</b>	<b>043 492 0232</b>
<b>Closing time and date:</b>	<b>Time and Date:</b>	<b>15 March 2023 at 11H00</b>
	<b>Condition</b>	<p><b>Bid received after the closing time and date are late and will as a rule not to be accepted for consideration.</b></p> <p>Bids should be in a sealed envelope clearly marked with the above bid number, description, and Department of Sports, Recreation, Arts and Culture's name.</p>
<b>Delivery address and conditions for delivery of bids:-</b>		
	<b>Delivery address:</b>	Supply Chain Management Unit, Department of Sport, Recreation, Arts and Culture. Wilton Mkwai building, No.5 Eales street, buffalo road, King Williams town
		<b>Bidders should ensure that the bids are delivered timeously to the correct address. The bid box will be open from 8h00 to 16H30 Monday to Thursday and 8H00 to 16H00 on Friday.</b>
<ul style="list-style-type: none"> <li>The SBD 1 and all other application forms attached must be completed and signed in the original that is in ink.</li> <li>Forms with photocopied signatures or other such reproduction of signatures will be rejected.</li> <li>Bids by telegram, facsimile or other similar apparatus will not be acceptable for consideration.</li> </ul>		

**Iphondo LweMpuma – Koloni Province of the Eastern Cape Provinsie Oos – Kaap**

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## 1 DEFINITIONS

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

<b>Department</b>	means the Eastern Cape Department Sports Recreation, Arts and Culture acting for and on behalf of the Eastern Cape Provincial Government;
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"> <li>○ The cover page and the table of content and definitions</li> <li>○ Part 1 which details the Specifications relating to the Technology / Services</li> <li>○ The Conditions of Bid;</li> <li>○ The Conditions of Contract and Operational Requirements.</li> <li>○ ALL the requisite bid forms and certificates;</li> </ul> As read with GCC – <i>General Conditions of Contract</i>
<b>Services</b>	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in this bid document



## **PART 1**

### **Conditions of Bid**

#### **1. OFFER AND SPECIAL CONDITIONS**

- 1.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached with its bid. Bidders must take careful note of the special conditions.
- 1.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**
- 1.3 In the event that any form or certificate provided in the bid document of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

#### **2. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**

- 2.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 2.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 2.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

#### **3. ENQUIRIES**

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

#### **BID BRIEFING**

See the details of bid briefing on the cover page of the bid.





## 5. PREFERENCE POINTS CLAIM FORMS

Part contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

## 6. PRICING

- 6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached which completed form/s must be submitted together with the bid documents. **It is a requirement of this bid that the bid price is firm for the first 12 months and thereafter will be subject to CPI as per industry requirements.**

- 6.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.**

- 6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form

## 6.4 QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached, if no details are included in the bid, it would be accepted that the bidder does not have experience.

## 7. PARTNERSHIPS AND LEGAL ENTITIES

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

## 8. CONSORTIUMS

- 8.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 8.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
- 8.3 It shall be signed so as to be legally binding on all consortium members;





- 8.4 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 8.5 The lead member shall be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the consortium;
- 8.6 A copy of the agreement entered into by the consortium members shall be submitted with the bid, otherwise the Bid will be disqualified.

## **9. ORGANISATIONAL PRINCIPLES**

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

## **10. DECLARATION OF INTEREST**

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached.

## **11. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the services are to be provided (see Part 3 of this invitation to bid). These details should be provided on the form attached which completed form, must be submitted together with the bid.

## **12. FINANCIAL PARTICULARS**

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions.

## **13. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (ninety day)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.





#### **14. ACCEPTANCE OF BIDS**

The State, the Eastern Cape Provincial Government, the Department of Sports, Recreation, Arts and Culture and (as the case may be) does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State,

the Eastern Cape Provincial Government, the Department, (as the case may be) of certain requirements which the State, the Eastern Cape Provincial Government, the Department, (as the case may be) considers to be of minor importance and not complied with by the bidder.

#### **15. NO RIGHTS OR CLAIMS**

15.1 Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of or against the State, the Eastern Cape Provincial Government, and the Department. The State, the Eastern Cape Provincial Government, and the Department (as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any services or combination of services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

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

#### **16. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

16.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the Department.

16.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.





## **17. ACCURACY OF INFORMATION**

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

## **18. COMPETITION**

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

## **19. RESERVATION OF RIGHTS**

- 19.1 Without limitation to any other rights of the Department (whether otherwise reserved in this invitation to bid or under law), and the Department expressly reserves the right to:-
- 19.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 19.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;





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

## **Conditions of Contract and Operational Requirements**

### **1. CONTRACT**

The contract for the supply of the required service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by, the Department and shall continue in force for the period of **thirty-six (36) months**.

### **2. FEES AND CHARGES**

- 2.1 The stipulated bid prices shall be fixed (firm) for the first twelve (12) months and thereafter will be subjected to CPI for remaining duration of contract.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the Department disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, Department shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

### **2 GENERAL RESPONSIBILITIES OF THE CONTRACTOR**

- 3.1 **The Department's operational requirements.** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the Department and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 3.2 **Problem identification and reporting.** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the Department. Without detracting from the generality of this statement, contractor shall:-
- 3.3 Without delay informs the Department and the appointed Department Technical Support Manager, of all incidents or accidents which may occur which involve contractor's personnel;
- 3.4 Co-operate fully with the Department and its appointed Technical Support Manager in analyzing and investigation such incidents or accidents.





- 2.5 **Other Service Providers** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the Department, co-operate fully with such persons.
- 2.6 **Regulations and statutes** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.
- 2.7 **Compliance with procedures.**
- 3.8 Manager is recorded that during the currency of the contract the Department may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.
- 3.9 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.10 should the Department at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the Department shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.
- 3.11 **Contractor's procedures** The contractor shall, upon receipt of written request from the Department or its appointed Technical Support Manager provide the Department with copies of all contractor's operating procedures and processes relating to the Services;
- 3.12 **Provision of Services in clean and tidy manner.** The contractor shall ensure that the Services are provided in a clean and tidy manner.

#### 4. HAZARDOUS MATERIALS

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

#### 5. FIRE RISKS

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





## **6. ENERGY MANAGEMENT**

The contractor shall comply fully with the energy management strategy implemented in the Department from time to time and shall provide the Services in an energy efficient manner.

## **7. OCCUPATIONAL HEALTH AND SAFETY**

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

7.2 The contractor:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the Department in covering letter relating to health and safety and will inform the Department immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

## **8 SERVICE LEVEL AGREEMENT**

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

## **9 PERFORMANCE MEASUREMENT PROVISIONS**

### **9.1 Introduction.**





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

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

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

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

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

#### **9.4 Measurement of performance**

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





## **10. BREACH AND TERMINATION**

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

## **11. LOSS DAMAGE**

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

## **12 SUB-CONTRACTORS**

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



## **BID SPECIFICATION**

**SCMU14-23/24-0004**

### **OFFICE FURNITURE**

**APPOINTMENT OF A MANUFACTURER TO SUPPLY, DELIVER, INSTALL AND MAINTAIN OFFICE FURNITURE IN THE DEPARTMENT OF SPORT, RECREATION, ARTS, AND CULTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

#### **1. Background**

The department seeks to obtain an experienced and reputable service provider to deliver, install and maintain office furniture in the department for a period of thirty-six (36) months. The following is a list of items for the purposes of price evaluation:

ITEM	DESCRIPTION	MINIMUM THRESHOLD FOR LOCAL CONTENT.	UNIT COST (EXCL VAT)
EXECUTIVE DESK	<ul style="list-style-type: none"> <li>• 2600mm W x 2000mm D x 732mm</li> <li>• Walnut Veneer Finish</li> <li>• 50mm Thick Floating top</li> <li>• 50mm Flat Solid Wood Edge</li> <li>• Black Leather Inlay</li> <li>• Modesty Panel</li> <li>• 2x Sliding door Credenza: 2 x Door Lock 2 x Height Adjustable Shelf</li> <li>• 1 x Fitted Desk Height Pedestal: 3x Standard Drawers</li> </ul>	70%	
Executive Wall Unit	<ul style="list-style-type: none"> <li>• Rosewood, mahogany, Oak, or Cherry veneer Finish</li> <li>• 32mm Solid wood profile</li> <li>• 4x hinged glass doors top section</li> <li>• 4x adjustable shelves</li> <li>• Lockable</li> <li>• 1x glass shelves middle section</li> <li>• 4x full hinged doors bottom section</li> <li>• 1x adjustable shelf</li> <li>• Lockable</li> </ul>	100%	



Executive Shelving Multi-Purpose Unit	<ul style="list-style-type: none"> <li>Rosewood, Mahogany, Oak, or Cherry veneer finish</li> <li><b><u>64mm Solid wood profile</u></b></li> <li>Silver stub legs</li> <li><u>2 x Glass hinged doors middle section</u> Adjustable shelves Lockable</li> <li><u>2 x Full hinged doors side sections</u> <b><u>Adjustable shelf</u></b> <b><u>Lockable</u></b></li> </ul>	100%	
Executive rectangular boardroom table	<ul style="list-style-type: none"> <li>Rosewood, Mahogany, Oak or Cherry veneer finish</li> <li>Black leather inlay table centre</li> <li><b><u>64mm Thick solid wood profile on top</u></b></li> <li>64mm Thick panel legs</li> <li>Silver stub risers</li> <li>Modesty panel</li> </ul>		
Executive plasma TV stand	<ul style="list-style-type: none"> <li><b><u>Rosewood, Mahogany, Oak, or Cherry veneer finish</u></b></li> <li>32mm Solid wood profile</li> <li>2 x Pull out draws each side Telescopic draw runners Adjustable shelves Bar handles silver stub feet Full back panel</li> </ul>		





Executive 4 drawer filing cabinet	<ul style="list-style-type: none"> <li>• 470Wx625Dx1300H</li> <li>• Rosewood, Mahogany, Oak or</li> <li>• Cherryveneer finish</li> <li>• 64mm Solid wood profile</li> <li>• Telescopic ball bearing draw runners</li> <li>• Hang rails - Suspension files</li> <li>• Central locking</li> </ul>	100%	
Sealer executive boardroom table	<ul style="list-style-type: none"> <li>• Bullet shaped boardroom table</li> <li>• Rosewood, Mahogany, Oak or Cherryveneer finish</li> <li>• Full 32mm thick worktop</li> <li>• 33mm Solid wood profile</li> <li>• 400mm Black leather inlay</li> <li>• following table shape</li> <li>• 4 x Reticulated canty-lever legs1 x</li> <li>• Front modesty panel</li> <li>• Full modesty panel with aluminum kick plate</li> <li>• Rectangular boardroom tables</li> <li>• Rosewood, Mahogany, Oak, or Cherryveneer finish</li> <li>• Full 32mm thick worktop32mm</li> <li>• Solid wood profile</li> <li>• 2200mm x 400mm Black leather inlay</li> <li>• 2 x Reticulated canti-lever legs1 x</li> <li>• Front modesty panel</li> <li>• Full modesty panel with aluminum kick plate</li> </ul>		





Executive round conference table	<ul style="list-style-type: none"> <li>• Round</li> <li>• Rosewood, Mahogany, Oak, or Cherry veneer finish</li> <li>• Leather inlay table centre</li> <li>• 32mm Thick solid wood profile on top</li> <li>• 48mm Thick panel legs Silver stub risers Modesty panel</li> </ul>		
Computer workstation – large	<ul style="list-style-type: none"> <li>• Standard Core top - cross grain</li> <li>• Rectangular top Mahogany, Cherry, Oak or Maple finish</li> <li>• Full 32mm thick top 32mm x 3mm Flat P.V.C edges on sides and back - Black 32mm x 12mm Bull nose P.V.C knock in edges on all users sides</li> <li>• 1 x 3 Draw desk high pedestal - no top 2 x Standard drawers 1 x deep filing drawer with steel cradle</li> <li>• 1 x Roller door credenza - no top</li> <li>• 1x Steel pole leg</li> <li>• 1 x Wood modesty panel Mahogany, Cherry Oak, or Maple finish</li> </ul>	70%	
Sliding door credenza	<ul style="list-style-type: none"> <li>• 1200mm x 650mm x 732mm H Mahogany, Cherry, or Maple finish</li> <li>• Full 32mm thick top</li> <li>• Full 32mm thick base</li> <li>• 32mm x 3mm Flat P.V.C edges - black</li> <li>• 3 x Steel adjustable shelves</li> <li>• Lockable</li> </ul>	70%	
Book shelves	<ul style="list-style-type: none"> <li>• 2100mm x 900mm x 300 Pine ply code 1</li> </ul>	70%	





Toy cupboard	<ul style="list-style-type: none"> <li>2100mm x 900mm x 600mm white, red, yellow, blue and green with shelves</li> </ul>	70%	
Visitors Chair	<ul style="list-style-type: none"> <li>Chair no arms rest steel frame fabric</li> </ul>	100%	
Computer Stand	Mahogany, Maple, Cherry or Oakmelamine finish with steel frame and wheels.	70%	
Reception counter	<ul style="list-style-type: none"> <li>Worktop Mahogany, Maple, Cherry or Oakmelamine finish 32mm Thick full tops 32mm Solid wood profile Full 32mm Thick panel legs Full modesty panel</li> <li>Countertop 32mm Thick full tops Brushed silver perforated modesty panel 4 x Metal pole leg supports</li> <li>1 x Sliding door credenza Draws, 1 x D/filer Metal draw runners Central locking 32mm Solid wood profile Adjustable shelf</li> </ul>	70%	
5 drawer top retrieval cabinet — veneer	<p>Veneer finish of choice Anti-tilt mechanism Central locking mechanism Precision engineered steel frame Holds plastic container boxes Cabinet supplied without software</p>	100%	



Executive high-back chair	Black bonded leather upholstery Swivel & tilt action Gas height adjust Torsion bar mechanism Armrests Chrome frame 5 Star aluminium castor base	65%	
Executive visitor's armchair	Black bonded leather upholstery Armrests Chrome sleigh base frame Moulded shell	100%	
Executive double seater easy couch	Black bonded leather upholstery Fully upholstered type side armrests		
Executive single seater easy couch	Black bonded leather upholstery fully upholstered type side armrests		
Fully molded plastic stack chair	Various plastic finish Fully moulded Durable construction	100%	
square aluminum dining table	Aluminum molded over supawood top. Aluminum molded edges all around top. Aluminum center column pole. 4 Prong cast aluminum base. Base with height adjustable ferrules. Seats 4 persons		
4 legged aluminum arm chair	Seat height at 440mm. Full aluminum frame. Wood slats on seat and backrest. Fully stackable. All joints are welded.		
3 seater bench seat - padded seat & backrest	• 3 Seater On Beam Ergonomically Shaped 3 x Perforated Steel Seau — Aluminum Powder Coated With Chrome		





	<p>Channel TrimPletta on seat &amp; backrest 1 x Support Beam - Black Epoxy Coated Finish 2 x End Armrests - Chrome Finish 3 x Double Cantilever Base Legs - Chrome Finish 4 x Height Adjustable Ferrules — Chrome Finish designed For High Volume TrafficConstructed Of Mild Steel Low Maintenance And Cleaning Required</p>		
Metal waste paper Bin	Black / Silver powder coated finish. DiameterPerforated		
3 tier metal perforated letter tray	Black/ Silver powder coated finish Perforated		
Hat & coat stand	Black/ Silver powder coated finish Solid wood balls to match desk range		
Tuscany visitors arm chair	<ul style="list-style-type: none"> <li>• Range 2 fabric</li> <li>• 1 piece fully moulded mid back shell</li> <li>• Curved poly armrest on steel sub frame</li> <li>• Metal sleig base frame</li> </ul> Steel epoxy coated finish	65%	
Discovery Rectangular 3 drawdesk	<ul style="list-style-type: none"> <li>• Rectangular desk</li> <li>• Full 22mm thick top</li> <li>• Oak melamine finish</li> <li>• 22mm flat PVC profile</li> <li>• Panel legs &amp; modesty panel</li> <li>• draw fitted pedestal</li> <li>• 3 x standard drawers</li> <li>• Metal draw runners</li> <li>• Top draw lock</li> </ul>	70%	
Double Couch	<ul style="list-style-type: none"> <li>• Range 2 fabric</li> <li>• Fully upholstered</li> <li>• High density foam</li> </ul>		
4-seater siler	<ul style="list-style-type: none"> <li>• 2420mm W x 680mm D x</li> </ul>		





benches	<ul style="list-style-type: none"> <li>800mm H</li> <li>4x1 piece fully molded mid back shell perforated shell</li> <li>2x curved steel armrest on steel sub frame</li> <li>4x Height adjustable feet</li> <li>Designed for high volume traffic in all waiting areas</li> <li>Constructed oof brushed &amp; polished mild steel</li> <li>Low maintenance and cleaning required</li> </ul> <p>Mounted on the floor</p>		
Library trolleys	<ul style="list-style-type: none"> <li>1090h x 1010w x 350d</li> <li>Melamine finish</li> <li>2 double sided sloping shelves top</li> <li>Bottom flat shelf open</li> </ul> <p>Heavy duty castors</p>		
Roller door systems cupboard	<ul style="list-style-type: none"> <li>Burgan mahogany melamine finish</li> <li>22mm flat PVC finish</li> <li>3x adjustable shelves</li> <li>1 x pull out cradle</li> <li>lockable</li> </ul>	100%	
Discovery 4 Drawer Filing cabinet	<ul style="list-style-type: none"> <li>Melamine finish of choice</li> <li>1290mm H x 95mm W x 600mm D</li> <li>22mm banded PVC profile</li> <li>Steel draw runners</li> </ul> <p>Central locking</p>	100%	
1 x mobile pedestal with 3 drawers	<ul style="list-style-type: none"> <li>Central locking</li> </ul>	70%	
High back operators chair	<ul style="list-style-type: none"> <li>Backrest-netting black</li> <li>Range 1 fabric seat (black)</li> <li>Swivel &amp; tilt action</li> <li>Forward knee tilt mechanism</li> </ul> <p>Gas height adjustment</p>	65%	
Library book shelf units	<ul style="list-style-type: none"> <li>1250H x 1828W x 340D</li> <li>Single bays-side to side</li> <li>Top canopy shelf</li> <li>5 tier storage</li> <li>All sides are 30mm thick</li> <li>All shelves are 22mm thick</li> </ul>		





	<b>Melamine finish</b>		
Square reading tables	<ul style="list-style-type: none"> <li>• 1350L x 700D x 716H</li> <li>• 16mm thick top</li> <li>• PVC edging</li> <li>• Oak melamine finish</li> </ul> <b>Steel square tube frame</b>	70%	
Stacker-chairs	<ul style="list-style-type: none"> <li>• Range 1 fabric</li> </ul> <b>Silver steel frame</b>	100%	
Corkscrew 4 legged aluminium chair (outside room)	<ul style="list-style-type: none"> <li>• Full aluminum chair</li> <li>• Rattan on seat and backrest</li> <li>• Fully stackable</li> </ul> <b>All joints welded</b>		
PVC Kids Chair	<ul style="list-style-type: none"> <li>• Solid pine</li> </ul> <b>Sprayed duco-red, yellow, blue, green</b>		
Bean bags	<ul style="list-style-type: none"> <li>• Different colours (red, green, black, yellow)</li> <li>• Combination of foam chip &amp; fibre inner bag</li> <li>• Durable fabric</li> </ul>		
Wood Kids table	<ul style="list-style-type: none"> <li>• Solid pine</li> <li>• Sprayed duco (yellow)</li> </ul> <b>Unit to seat up to 4 children</b>		
Double couch (for leisure areas)	<ul style="list-style-type: none"> <li>• Range 2 fabric</li> <li>• Fully upholstered</li> <li>• High density foam</li> </ul> <b>Chrome foot</b>		
<b>SUB TOTAL</b>			
<b>VAT @ 15% (VAT Vendors)</b>			
<b>GRAND TOTAL</b>			

## 2. SPECIAL CONDITIONS

- 2.1 Provide an itemised priced manufacturer catalogue for contracting purposes.
- 2.2 Prices must include vat, delivery and assembling at the delivery point
- 2.3 Prices
- 2.3 The office furniture must come with a warranty of seven (7) years minimum.

## 3. MANDATORY REQUIREMENTS

- The following SBD forms must be signed and completed (1,4,6.1 & 6.2)





#### 4. Criteria for Functionally Evaluation

ITEM	CRITERIA	Total points	Score
1	<b>Work Experience:</b> Previous experience in supply, delivery, and installation of office furniture (attach letters of contactable references from previous customers, clearly stating the duration of the contract and the value of that contract, with a minimum value of R500 000.00 or more. (Failure to do so will result in not scoring points in this category) <ul style="list-style-type: none"> <li>• 1-3 contracts (20 points)</li> <li>• 4-6 contracts (30 points)</li> <li>• More than 6 (40 points)</li> </ul>	40	
2	<b>Methodology and approach:</b> methodology and approach consisting of:- <ul style="list-style-type: none"> <li>• Detailed profile of the organization = (0-10)</li> <li>• Proposed implementation plan = (0-10)</li> <li>• Quality assurance plan = (0-10)</li> </ul>	30	
3.	CA = Current Assets CL= Current Liabilities Current ratio — CA + CL	Signed Financial Statements not older than (21/22 financial year)	20
		≥2 (20)	
		≥1 less than 2 (10)	
		=1 (5)	
		Less than 1 (0)	
4	<b>Locality –</b> (Valid proof of the company based in Eastern Cape – utility bill; lease agreement etc.): <ul style="list-style-type: none"> <li>• Eastern Cape company = 10</li> <li>• Outside Eastern Cape company = 0</li> </ul>	10	
TOTAL		100	

**NB. The bidder must score a minimum of 70 out of 100 points to qualify to the next stage of evaluation.**

#### 5. EVALUATION ON LOCAL CONTENT

Please adhere to treasury local content stipulation as attached.  
 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid/





quotation document at the closing date and time.

Service providers must complete SBD 6.2 with annexure C and it must be submitted with the bid at the closing date and time. Failure to submit will invalidate the bid.

## **6. 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 **80/20** preference point system.
- b) the **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
--	--------





<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

## **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**

### **2. GENERAL CONDITIONS**

2.1 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).

### **2.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

- (c) Price; and
- (d) Specific Goals.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

### 3. POINTS AWARDED FOR SPECIFIC GOALS

3.1. 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:

3.2. 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)	5	
<b>Women</b> , (atleast 51% of the company is owned/controlled by a director who is a Woman)	5	
<b>Persons with disabilities</b> , (atleast 51% of the company is owned/controlled by a director living with disability).	5	
<b>Promotion of Youth</b> (atleast 51% is owned/controlled by a director who is Youth).	5	

### DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name \_\_\_\_\_ of  
company/firm.....

3.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number:  
.....

3.5. 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]

3.6. 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

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

## 7. APPROVAL OF THE TERMS OF REFERENCE:

Compiled By	Recommended By:	Endorsed By:	Approved By:
Mr. L Mancoko	Ms. L Dzengwa	Ms. N Fololo	Mr. NT Adonis
Project Leader	Acting Chairperson: Specification Committee.	Chief Director: Corporate Services	Chairperson of the Bid Adjudication Committee
Signature: 	Signature: 	Signature: 	Signature: 
Date: 07/02/2024	Date: 07/02/2024	Date:  12 February 2024	Date:  13 February 2024





## Bid Forms and related documentation

### Schedule A Government Procurement General Conditions of Contract

#### Annexure A

#### NOTES

The purpose of this document is to:

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

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

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





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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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of Contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.





- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance**

### **Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or 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 for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser





- (ii) to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted





by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## 18. Contract

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

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

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

## 21. Delays in the Suppliers 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.

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

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such





provisional payment or any such right is reduced, any such favorable 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 terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

- 28.1 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 Africa revenue services





## SBD 1

### PART A - INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU14-23/24-0004	CLOSING DATE:	15-03-2024	CLOSING TIME:	11H:00
DESCRIPTION	<b>Appointment of a manufacturer to supply, deliver, install, and maintain Office Furniture in the Department of Sport, Recreation, Arts, and Culture for a period of thirty-six (36) months.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE

BID BOX SITUATED AT (STREET ADDRESS)

<b>DSRAC HEAD OFFICE, NO.05, EALES STREET, KING WILLIAM'S TOWN, EQONCE</b>					
<b>SUPPLIER INFORMATION</b>					
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	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE			





AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:

**[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 (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	ECSRAC	CONTACT PERSON	Mr Lwandile Mancoko
CONTACT PERSON	M. Maqubela	TELEPHONE NUMBER	066 481 6245
TELEPHONE NUMBER	043 492 0232	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Lwandile.mancoko@ecsrac.gov.za
E-MAIL ADDRESS	Mkululi.maqubela@ecsrac.gov.za		





## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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



## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

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



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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

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<sup>2</sup> 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.  
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- 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

**SBD 6.1**





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

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

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

### 3. GENERAL CONDITIONS

3.1 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).

### 3.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- e) The applicable preference point system for this tender is the 90/10 preference point system.
  - f) The applicable preference point system for this tender is the 80/20 preference point system.
  - g) 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.
- 3.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (e) Price; and
  - (f) Specific Goals.

### 3.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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





## GOALS

- 3.5 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.
- 3.6 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.

## 4. 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).

## 5. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.7. 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:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$





Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.8.1. POINTS AWARDED FOR PRICE

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$		

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = 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—

- (c) 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
- (d) 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)
South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)		5		
Women		5		
Persons with disabilities		5		
Promotion of Youth		5		
Enterprises located in the Eastern Cape Province		0		
Promotion of Co-		0		





operatives and Non-Profit Organizations				
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## 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:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) 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;
- viii) 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 –

- (f) disqualify the person from the tendering process;
- (g) recover costs, losses or damages it has incurred or





suffered as a result of that person's conduct;

- (h) 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;
- (i) 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
- (j) forward the matter for criminal prosecution, if deemed necessary.

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

**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_development/ip.jsp) at no cost.**

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

**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"/>
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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](http://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.

- 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

- 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.
- 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](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:** \_\_\_\_\_





## Qualifications and Experience

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

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

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*(Please provide contactable reference)*

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

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

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

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

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....





## Organization type

**PARTNERSHIP/CLOSED CORPORATION/COMPANY**  
**(Delete which is not applicable)**

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

1. NAME \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
2. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
3. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
4. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
5. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_

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

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....
2. ....



## Organizational structure

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

[illegible]

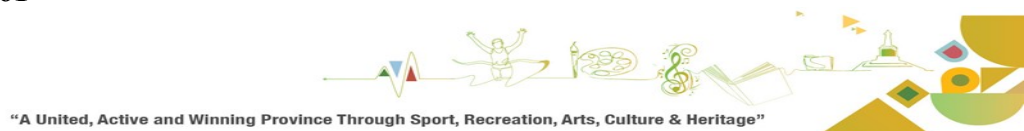
.....  
SIGNATURE OF (ON BEHALF OF) BIDDER

.....  
NAME IN CAPITAL

In the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

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## Details of Supplier's office

1. Physical address of supplier's office

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- 1 Telephone No of office: \_\_\_\_\_

- 3 Time period for which such office has been used by supplier: \_\_\_\_\_

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

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....
2. ....

