



**INVITATION TO BID (OPEN TENDER)**

**DATE OF ISSUE: 08 SEPTEMBER 2023**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG  
GROWTH AND DEVELOPMENT AGENCY**

<b>BID NUMBER:</b>	<b>GIDZ/01/2023-2024/OFFICE FURNITURE</b>
<b>CLOSING DATE:</b>	<b>06 OCTOBER 2023</b>
<b>CLOSING TIME:</b>	<b>11:00</b>
<b>BID VALIDITY PERIOD:</b>	<b>90 DAYS</b>
<b>BRIEFING SESSION:</b>	<b>COMPULSORY BRIEFING SESSION</b>
<b>BRIEFING SESSION VENUE:</b>	<b>GIDZ SUPERBLOCK – BUILDING 4 O.R TAMBO SPECIAL ECONOMIC ZONE BONAERO DRIVE ACSA PRECINCT BONAERO PARK, 1619 GPS coordinates 26° 6' 52.14"S (Latitude) and 28°15'1.73"E (Longitude)</b>
<b>BRIEFING SESSION TIME:</b>	<b>11H00</b>
<b>BRIEFING SESSION DATE:</b>	<b>22 SEPTEMBER 2023</b>
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF SERVICE PROVIDER TO PROVIDE AND INSTALL FURNITURE AT BUILDING 4 REFERRED TO AS SUPERBLOCK AT OR TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1</b>
<b>BID SUBMISSION REQUIREMENTS:</b>	<b>2 ENVELOPES. SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY AND 1 X USB COPIES  TECHNICAL (1 ORIGINAL HARDCOPY &amp; 1 x USB COPY) FINANCIAL (1 ORIGINAL HARDCOPY &amp; 1 x USB COPY) NB: PLEASE NOTE IT'S A REQUIREMENT TO SUBMIT DOCUMENT AS REQUESTED)</b>

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 15<sup>th</sup> FLOOR, 124 MAIN  
STREET, JOHANNESBURG**

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### CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Compliance	Submitted ? (Yes / No)
<b>SBD 1</b> (Invitation to bid)	Make sure it is completed & signed	Compulsory	
<b>E2:</b> General conditions of contract	Make sure it is completed & signed	Compulsory	
<b>SBD 2</b> (Tax Status)	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
<b>SBD 3.3</b> (Pricing schedule)	Completed or refer to an Annexure or addendum where price is mentioned	Bid Pricing (2 <sup>nd</sup> envelope)	
<b>SBD 4</b> (Declaration of interest)	Make sure it is completed & signed	Compulsory	
<b>SBD 6.1</b> (Preference Points in terms of PPPFA of 2022)	Make sure it is completed and points claimed are allocated as per preferential procurement goals	Compulsory	
<b>SBD 6.2</b> - Local Content Declaration	Make sure its completed and signed	Other returnable	
Annex C (Local Content Declaration	Make sure its completed and signed	Other returnable	
Copy of Company Registration Documents	1. Certificate of registration, 2. Change of name certificate (if applicable) 3. Register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
Total Bid Price	Total bid price form part of the financial submission	Bid Pricing (2 <sup>nd</sup> envelope)	
Vat Registration Certificate	If applicable	Other returnable	

SANAS or CIPC BBBEE Certificate or Valid Sworn Affidavit or Consolidated BBBEE certificate accredited by SANAS for JV/ consortiums	SANAS/CIPC BBBEE certificate or valid sworn affidavit be submitted to claim BBBEE points JV/Consortiums to submit consolidated BBBEE SANAS accredited certificate to claim BBBEE points	Other returnable	
Company Profile	Include the structure of the company	Part of Functionality	
Certified copies of identity documents	For all current shareholders / members	Other returnable	

**IF ANY OF THE ABOVE-MENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE WILL DISQUALIFY THE BID**

1. Bid Documents must be completed with ink (Blue or black) and not typed. No Correctional fluid is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

# PART A

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF  
GAUTENG GROWTH AND DEVELOPMENT AGENCY**

**BID NUMBER:** GIDZ/01/2023-2024/OFFICE FURNITURE **CLOSING DATE:** 06 OCTOBER 2023 **TIME:** 11:00

**DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE AND INSTALL FURNITURE AT BUILDING 4 REFERRED TO AS SUPERBLOCK AT OR TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1**

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

**Gauteng Growth & Development Agency  
15<sup>TH</sup> Floor  
124 Main Street  
JOHANNESBURG  
2001**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER.....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE  
GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....DATE: .....

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

**TOTAL BID PRICE - BIDDERS NOT TO COMPLETE THIS SECTION HERE BUT SUBMIT IT AS  
PART OF ENVELOPE NO. 2 (FINANCIAL PROPOSAL)**

## A.1.1. CONDITIONS OF BIDDING

### 1 Proprietary Information

- 1.1 The GIDZ/GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GIDZ/GGDA. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GGDA.

### 2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: [tenders@ggda.co.za](mailto:tenders@ggda.co.za); [Lorrainen@ggda.co.za](mailto:Lorrainen@ggda.co.za) [Nthabisengc@gidz.co.za](mailto:Nthabisengc@gidz.co.za)
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **02 OCTOBER 2023**
- 2.3 **Bidders may not contact any other GIDZ/GGDA employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner may result in rejection of the bid concerned.**
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GIDZ/GGDA in regard to anything arising from the fact that pages are missing or duplicated.

### 3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

### 4 Submission of Tenders

- 4.1 Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **GIDZ/01/2023-2024/OFFICE FURNITURE**. The sealed envelopes must be placed in the tender box at 15<sup>th</sup> Floor, 124 Main Street, Johannesburg by no later than **11h00 on 06 OCTOBER 2023**.
- 4.2 The closing date, company name and the return address must also be endorsed on the envelope.  
If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.
- 4.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 4.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.

- 4.5 The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.
- 4.6 Kindly note that **GIDZ/GGDA** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 4.7 **GIDZ/GGDA** reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GIDZ/GGDA**.
- 4.8 GIDZ/GGDA also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.
- 4.9 GIDZ/GGDA also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10 GIDZ/GGDA reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.11 An incomplete price list shall render the bid non-responsive.
- 4.12 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. Not Applicable to this bid
- 4.13 NB: All reference to GGDA on this bid document includes its subsidiaries who are affected by the deliverable of this bid document



**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

#### Tax Compliance Requirements

- 1) Bidders Must Ensure Compliance with Their Tax Obligations.
- 2) Bidders Are Required to Submit Their Unique Personal Identification Number (Pin) Issued By SARS To Enable The Organ Of State To Verify The Taxpayer's Profile And Tax Status.
- 3) Application for Tax Compliance Status (TCS) Pin May Be Made Via E-Filing Through the SARS Website [www.sars.gov.za](http://www.sars.gov.za).
- 4) Bidders May Also Submit A Printed TCS Certificate Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit A Separate TCS Certificate / Pin / CSD Number.
- 6) Where No TCS Pin Is Available but The Bidder Is Registered on The Central Supplier Database (CSD), A CSD Number Must Be Provided.
- 7) No Bids Will Be Considered from Persons in The Service of The State, Companies With Directors Who Are Persons In The Service Of The State, Or Close Corporations With Members Persons In The Service Of The State."

## SECTION B: TERMS OF REFERENCE

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### APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND INSTALL FURNITURE AT BUILDING 4 REFERRED TO AS SUPERBLOCK AT OR TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1

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#### 1. STATEMENT OF PURPOSE

The Gauteng Industrial Development Zone SOC Limited ("GIDZ" or "Gauteng IDZ"), issues this BID for the purpose of appointing a service provider who will supply and install furniture for building 4 referred to as Superblock at the OR Tambo International Airport Special Economic Zone ("ORTIA SEZ") Precinct 1.

#### 2. BACKGROUND

Established in 2009, the Gauteng IDZ is a subsidiary of the Gauteng Growth and Development Agency ("GGDA") which was established as a special purpose vehicle to manage the conceptualization, design, development, and operationalization of the OR Tambo International Airport Special Economic Zone ("ORTIA SEZ") Programme situated at Africa's largest and busiest international airport located in Johannesburg, South Africa.

The Gauteng IDZ is a Gauteng Provincial Government ("GPG") initiative to realise the objectives of implementing its economic development goals. The initiative is aligned to the priorities set out by the national and provincial Government, which among others include leading, facilitating and managing sustainable job creation and inclusive economic growth and development in Gauteng.

The objective of the GIDZ SOC Limited is to drive the development of the OR Tambo SEZ Programme and in so doing the agency is a registered public sector Schedule 3C of the PFMA appointed to develop and manage infrastructure assets under its custodianship.

To date the GIDZ SOC Limited is in the processing of completing construction of the superblock at the Southern area of ORTIA SEZ Precinct 1 site of the greater 7.5ha land parcel earmarked for the development of a Jewellery Manufacturing Precinct ("JMP").

#### 3. SCOPE OF WORKS

The service provider will be required to supply and install furniture at the superblock. The required supply items include, but are not limited to the following:

- Desks and tables
- Office chairs
- Pedestals and credenzas
- Plug sets
- Office shelving/storage and server units
- Couches

- Office accessories (basic)

The service provider will be required to provide high quality office furniture by using capable and skilled labour; and durable locally manufactured raw material and products which comply with the South African National Standards where applicable. Furniture must be in line with the requirements of SABS standard approved technical specification No. SATS 1286:2011 for determining local content. The furniture provided must be of good contract grade quality and suitable for general commercial use. The furniture provided must be fit for the purpose which it is required for in the general sense.

The service provider must provide Guarantee periods for all products and guarantees to replace all parts within the defined defect correction period should they prove deficient within this period at the tenderer/ the service provider's cost. Where defective items have been taken off site for repairs the service provider must undertake to replace with an equivalent loan item. Minimum Guarantee on all products of one year or as otherwise specified.

All materials and work shall be protected from damage until final acceptance of work.

The service provider will be expected to assemble furniture in its correct place if and when necessary, without extra charges.

Damaged or defective items of work in this section are subject to rejection and replacement with new items by the service provider at no cost to the Client.

All materials must be carefully stored and fully protected from external conditions or contamination. Cover, ventilate and protect from damage caused by weather, moisture, heat, staining, dirt, abrasions, and other causes which may adversely affect appearance or use, or which may cause deterioration of finish warpage, distortion, twisting, opening of joints and seams, delamination, loosening etc. of woodwork.

Large items of furniture to be manufactured in sections for ease of installation, allow for full installation on site. The desk configuration, whether left or right hand, is to be confirmed. All furniture supplied should have correct dimensions to achieve the correct ergonomic use.

The service provider shall maintain uniform quality and consistency in workmanship throughout. All finished work must be truly vertical & horizontal or in any other plane as specified. Any work not conforming to specifications or workmanship shall be rejected and the same shall be rectified or removed and replaced with work of the required standard of workmanship at no extra cost to the Client.

Before fabricating and installing interior work, mock-ups could be built on special request from Gauteng IDZ for each form of construction and finish required to verify selections made under sample submitted and to demonstrate aesthetic effects and qualities of materials and execution. Fabric and colour samples to be supplied for approval by Gauteng IDZ prior to manufacturing.

All exposed veneers work in solid timber and veneers shall be within approvable range or samples approved. Special care shall be taken to ensure that the width of veneers in all related fabrication shall be identical and shall have an even number of veneers of equal near equal widths except where a single veneer is sufficient.

Fabricator should be experienced in producing architectural woodwork like that indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

All completed works shall be delivered fully finished in neat and clean condition without any stains, marks, defects, etc. and shall meet with the approval of the Client. Unless otherwise stipulated all work shall include priming and protective treatments and finishing as required

The service provider shall be responsible for protecting all the mirrors & glasses fixed by him until handing over of mirrors & glasses forming part of this contract. The service provider shall replace at his own expense any broken or damaged mirrors glasses caused through lack of adequate protection or care in installation or handling. All installed materials shall be left in perfect condition to the satisfaction of Owner. Woodwork shall be protected from defacement, marring until final completion, and handed over to the Client.

Upon completion of work, the service provider shall remove all adhesive from the floors, glass, and other surfaces. Remove from the premises all rubbish and accumulated materials of whatever nature, not caused by others, and leave this part of the work in clean, orderly, and acceptable conditions. The service provider will be required to remove and discard all packaging in a safe and environmentally appropriate way.









The service provider shall provide operating manuals where applicable and provide cleaning and maintenance manuals where applicable.

Prior to final inspection by the Architect the service provider must check to ensure proper operations, finish, and surroundings




**NB: Installation by Space planner**

## 4. SPECIFICATION

### I. INFORMAL SEATING AREA

SPECIFICATION	IMAGE	QTY
<p>Seats 650dia x 420h upholstered in Hertex Domus contract range mix of three colours (8 per colour):</p> <div>    </div> <div> <p>BLAZE <i>in Cranberry</i></p> <p>BLAZE <i>in Riviera</i></p> <p>LEGION <i>in Dijon</i></p> </div> <p>Warranty: 3 years</p>		24
<p>Side / coffee tables 450dia x 650h Dulux Powder coating in mix of three colours (4 per colour):</p> <div>   </div> <div> <p>LEMON YELLOW GLOSS 98432120</p> <p>SPACE BLUE GLOSS 98419990</p> </div> <div>  </div> <div> <p>FLAME RED GLOSS 98419959</p> </div>		12



### II. LOCKER ROOMS

SPECIFICATION	IMAGE	QTY
<p>Description: steel cabinet</p> <p>Size: 300mmW x 450mmD x 1800mmH</p> <p>Material: Steel</p> <p>Colour: Hammertone grey</p> <p>Warranty: 5 years</p>		22
<p>Description: Café table Full aluminium legs and top made of Weatherproof Polyresin construction with woodgrain effect. Heat resistant to 80 degrees C.</p> <p>Size: 800mm Diameter Round café table with white top and 4-star aluminium base</p> <p>Material: Weatherproof Polyresin construction with white top. Heat resistant to 80 degrees C. 4 star approximately 580mm span with adjustable feet or "Stopcock" base.</p> <p>Warranty: 1 year</p>		2
<p>Description: Café chair Stackable Commercial grade polypropylene seat and back with natural anodised aluminium legs</p> <p>Size: Approximately 550mmL x 500mmD x 800mmH</p> <p>Material: Natural anodised aluminium legs with polypropylene seat and back</p> <p>Colour: 4 x Red</p> <p>Warranty: 1 year</p>		4



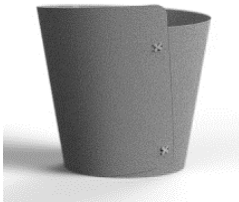
### III. GIDZ RECEPTION

<p>Description: Wooden side table</p> <p>Size: 500mmW x 500mmL x 500mmH</p> <p>Warranty: 1 year</p>		<p><b>1</b></p>
<p>Description: Single chair</p> <p>Size: 860mmL x 960mmD x 900mmH</p> <p>Material: Upholstered side in Hertex Domus contract range</p> <p>Fabric must be Scotchgarded</p>  <p>BLAZE <i>in Cranberry</i></p> <p>Leg: wood</p> <p>Warranty: 1 year</p>		<p><b>2</b></p>


#### IV. GIDZ OPEN PLAN



SPECIFICATION	IMAGE	QTY
<p>Description: Desk according to image <i>or similar</i></p> <p>Size: 1200w x 600d Desk</p> <p>Material: Formica 949 White</p> <p>Edge Detail of Desktop: Polyurethane moulded edge same colour as desktop</p> <p>Leg: Silver</p> <p>Cable Management:</p> <p>Desk to include reticulation channel running through all tables.</p> <p>cut out to accommodate plug set for power and dedicated power, data/telephone and 2 pin plug.</p> <p>Modesty Panel: Formica 949 White</p> <p>Warranty: 3 years</p>		<p><b>22</b></p>
<p>Description: Lockable mobile storage, according to image or similar</p> <p>Size: 1400L x 450W x 850H</p> <p>Material: Melamine with MDF sprayed doors</p> <p>Wheel/Extras: Silver Castors, key plus spare</p> <p>Handles: Rael 192 x12mm Square Hollow Bar Handle or similar to client/purchaser approval</p> <p>Handle Finish: Stainless Steel</p> <p>Warranty: 3 years</p>		<p><b>6</b></p>







SPECIFICATION	IMAGE	QTY
<p>Description: Lockable mobile storage, according to image or similar</p> <p>Size: 410L x 610W x 420H</p> <p>Drawer and pencil tray: 3 Drawer pedestal, plus pen and pencil tray</p> <p>Material: Melamine with MDF sprayed doors</p> <p>The top must be foamed and upholstered in: Hertex Domus contract range</p>  <p>LEGION in Dijon</p> <p>Fabric must be Scotchgarded Leg: wood</p> <p>Wheels: Silver Castors, key plus spare</p> <p>Locking Mechanism: Central locking, key plus spare</p> <p>Handle Finish: Stainless Steel</p> <p>Warranty: 1 year</p>		22
<p>Description: Powder coated mild steel wastepaper bin</p> <p>Size: Approximately 240mm Ø x 300mmH</p> <p>Colour: Powder coated mild steel – silver colour</p> <p>Warranty: 1 year</p>		30

## V. GIDZ OFFICES



SPECIFICATION	IMAGE	QTY
<p>Description: Desk (Closed offices)</p> <p>Size: 1800mmL X 900mmW x 32mm Thick formica top</p> <p>1200mmL x 500mmW L-extension with built-in credenza (lockable)</p> <p>Material: Formica White and Grey – client to approve samples</p> <p>Edge Detail of Desktop: Polyurethane moulded edge same colour as desk top</p> <p>Leg: Silver</p> <p>Cable Management: Desk to include</p> <ul style="list-style-type: none"> <li>• reticulation channel</li> <li>• cut out to accommodate plug set for power and dedicated power, data/telephone and 2 pin plug</li> </ul> <p>Modesty Panel:</p> <p>Warranty:3 years</p>		<p><b>14</b></p>


SPECIFICATION	IMAGE	QTY
<p>Description: CEO Desk</p> <p>Size: 2200mmL x 1000mmW x 32mm timber veneer modesty panel to match storage unit, with 1200mm x 500mm L-extension</p> <p>Material: High gloss finish – white</p> <p>Edge Detail of Desktop: Polyurethane moulded edge same colour as desktop</p> <p>Leg: Silver</p> <p>Cable Management: Desk to include.</p> <ul style="list-style-type: none"> <li>•Reticulation channel running through all tables.</li> <li>•Cut out to accommodate plug set for power and dedicated power, data/telephone and 2 pin plug.</li> </ul> <p>Warranty: 3 years</p>		1
<p>Description: Three-seater Urban wild whiskey leather couch</p> <p>Size: 770H x 870W x 1930L</p> <p>Material: Premium leather</p> <p>Colour: Urban wild whiskey</p> <p>Warranty: 3 years</p>		2





SPECIFICATION	IMAGE	QTY
<p>Description: Modular lockable wall unit according to image or similar.</p> <p>1-piece, modular wall cabinet, Top section: Powder coated aluminium frame to clear, lockable safety glass hinged doors, shelves, silver handles Bottom section: lockable timber veneer hinged doors, shelves, natural anodised aluminium.</p> <p>Size: 900mmL x 450mmD x 1800mmH</p> <p>Material: Walnut or equivalent natural timber veneer, sealed with a low VOC gloss sealer.</p> <p>Locking Mechanism: Each lockable door to have good quality grade lock, key plus spare.</p> <p>Adjustable levellers</p> <p>Glazing: Laminated safety glass</p> <p>Warranty: 3 years</p>		<p>5</p>

SPECIFICATION	IMAGE	QTY
<p>Description: High back desk chair</p> <p>Size: Approximately 650mmW x 600mmD x 1200mmH with adjustable seat height of 550mm – 650mm</p> <p>Hinge door box legs - reverse chamfer in Formica 949 White</p> <p>Mechanism: Backrest locking adjustment</p> <p>Fully Synchronous mechanism with tension adjustment</p> <p>Gas cylinder seat height adjustment</p> <p>Arms: Adjustable arms with polypropylene arm pad Formica 949 White</p> <p>Base: 5-star polished aluminium base</p> <p>Castors: As per manufacturer</p> <p>Fabric: White mesh back</p> <p>Warranty: 3 years</p>		<p><b>60</b></p>
<p>Description: Mid back visitor's chair</p> <p>Size: Approximately 600mmW x 600mmD x 100mmH with seat height of 500mmH</p> <p>Fabric Specification: Hertex Reckless – Dove</p>  <p>Fabric must be Scotchgarded</p> <p>Warranty: 1 year</p>		<p><b>7</b></p>


## VI. MEC OFFICE (GROUND FLOOR)

SPECIFICATION	IMAGE	QTY
<p><b>Description: CEO Desk</b></p> <p>Size: 2200mmL x 1000mmW x 32mm timber veneer modesty panel to match storage unit, with 1200mm x 500mm L-extension</p> <p>Material: High gloss finish – white</p> <p>Edge Detail of Desktop: Polyurethane moulded edge same colour as desktop</p> <p>Leg: Silver</p> <p>Cable Management: Desk to include.</p> <ul style="list-style-type: none"> <li>•Reticulation channel running through all tables.</li> <li>•Cut out to accommodate plug set for power and dedicated power, data/telephone and 2 pin plug.</li> </ul> <p>Warranty: 3 years</p>		1
<p><b>Description: High back desk chair</b></p> <p>Size: Approximately 650mmW x 600mmD x 1200mmH with adjustable seat height of 550mm – 650mm</p> <p>Hinge door box legs - reverse chamfer in Formica 949 White</p> <p>Mechanism: Backrest locking adjustment</p> <p>Fully Synchronous mechanism with tension adjustment</p> <p>Gas cylinder seat height adjustment</p> <p>Arms: Adjustable arms with polypropylene arm pad Formica 949 White</p> <p>Base: 5-star polished aluminium base</p> <p>Castors: As per manufacturer</p> <p>Fabric: White mesh back</p> <p>Warranty: 3 years</p>		1

<p>Description: Leather desk protector</p> <p>Size: Approximately 600mmL x 460mmW</p> <p>Material / Finish: Genuine Leather</p> <p>Colour: Black</p> <p>Warranty: 1 year</p>		<p>1</p>
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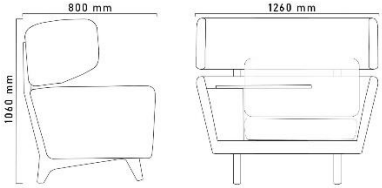


SPECIFICATION	IMAGE	QTY
<p>Description: Round meeting table with steel base and melamine top</p> <p>Size: 750mmH x 1500mmDIA</p> <p>Material / Finish: Black steel base and 32mm thick melamine top</p> <p>Colour: Black base and white top</p> <p>Warranty: 3 years</p>		<p>1</p>
<p>Description: Mid back visitor's chair</p> <p>Size: Approximately 600mmW x 600mmD x 100mmH with seat height of 500mmH</p> <p>Fabric Specification: Hertex Reckless – Dove</p>  <p>Fabric must be Scotchgarded</p> <p>Warranty: 1 year</p>		<p>4</p>
<p>Description: Coat hanger</p> <p>Size: 1800mm(H) x 350mm (DIA) x 350mm(W)</p> <p>Material: Painted steel</p> <p>Colour: Black</p> <p>Warranty: 1 year</p>		<p>1</p>





## VII. LEATHER DESK PROTECTOR (CLOSED OFFICES)

SPECIFICATION	IMAGE	QTY
<p>Description: Leather desk protector</p> <p>Size: Approximately 600mmL x 460mmW</p> <p>Material / Finish: Genuine Leather</p> <p>Colour: Black</p> <p>Warranty: 1 years</p>		<p><b>16</b></p>





## VIII. SOLITUDE FOCUS WORK BAY



SPECIFICATION	IMAGE	QTY
<p>Description: Single seat with writing pad</p> <p>Size: 1260L x 800W x 1060H</p>  <p>Material: The flip-top is finished in white laminate and the legs are solid wood, with a monocoat colour white and a clear dead matt finish.</p> <p>Hertex Reckless – Dove</p>  <p>Fabric must be Scotch guarded.</p> <p>Warranty: 3 years</p>		6

<p>Description: 2-seater with 2 x writing pads and table</p> <p>NO LAMP</p> <p>Size: 740mmd x 1510mml x 1240mmh</p> <p>Material: The flip-top is finished in white laminate and the legs are solid wood, with a monocoat colour white.</p> <p>Upholstered in:</p> <p>Hertex Reckless – Dove</p>  <p>Hertex Domus contract range</p>  <p>LEGION in Dijon</p> <p>Fabric must be Scotch guarded.</p> <p>Warranty: 1 year</p>		<p>3</p>
<p>Description: Round meeting Table with 4 chairs each</p> <p>Size: 1100mm Diameter 4-seater round meeting table in Formica 949 White</p> <p>Material: Formica 949 White</p> <p>Edge Detail of Desktop: Polyurethane moulded edge same colour as desktop</p> <p>Legs: White Duco</p> <p>Warranty: 3 Years</p>		<p>4 table</p> <p>16 chairs</p>



## IX. PLANTS

SPECIFICATION	IMAGE	QTY
<p>Description: Planters</p> <p>Size: 1500mmL x 300D x 900H</p> <p>Finish: Powder coating in mix of three colours: Yellow, Green, Red</p> <p>Warranty: 1 year</p>		<p>6</p>
<p>Description: Natural and realistic looking artificial grass with backing.</p> <p>Size: To fit on two 3500 x 5000mm roofs of meeting pod.</p> <p>Thickness: 15mm min.</p> <p>Material: PE+PP (UV resistant)</p> <p>Warranty: 1 year</p>		<p>2</p>

## X. KITCHEN EQUIPMENT

SPECIFICATION	IMAGE	QTY
<p>Fridge</p> <p>Net capacity refrigeration zone: 324 l Interior Fan</p> <ul style="list-style-type: none"> <li>6 safety glass shelves of which 5 are height adjustable,</li> <li>1 2-wave bottle rack, plastic</li> <li>2 door shelves large, 3 door shelves small</li> <li>Freshness System with humidity control - keeps fruit and vegetables fresh.</li> <li>Dimensions: H 176 cm x L 60 cm x D 65 cm</li> <li>Door left hinged, reversible.</li> <li>Colour: White</li> <li>Warranty: 2 years</li> </ul>		1
<p>Cupboard</p> <p>Description: Tall kitchen pantry cupboard with handle.</p> <p>Size: 600mmW x 600mm(D) x ±2000mm(H)</p> <p>Material: High gloss finish</p> <p>Colour: White</p> <p>Handle: Aluminium black lip handle</p> <p>Cupboard to match existing build-in cupboards in the existing kitchen.</p>		2

## XI. CONTROL ROOM, GUARD HOUSE & SECURITY CENTRE


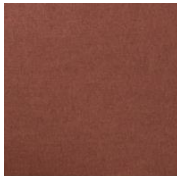

SPECIFICATION	IMAGE	QTY
<p>Description: High back desk chair</p> <p>Size: Approximately 650mmW x 600mmD x 1200mmH with adjustable seat height of 550mm – 650mm</p> <p>Hinge door box legs - reverse chamfer in Formica 949 White</p> <p>Mechanism: Backrest locking adjustment</p> <p>Fully Synchronous mechanism with tension adjustment</p> <p>Gas cylinder seat height adjustment</p> <p>Arms: Adjustable arms with polypropylene arm pad Formica 949 White</p> <p>Base: 5-star polished aluminium base</p> <p>Castors: As per manufacturer</p> <p>Fabric: White mesh back</p> <p>Warranty: 3 years</p>		<p><b>20</b></p>
<p>Description: Lockable steel cabinet</p> <p>Size: 900mmW x 450mmD x 1800mmH</p> <p>Material: Steel</p> <p>Colour: Hammer tone grey with white mist doors</p> <p>Warranty: 5 years</p>		<p><b>2</b></p>

## XII. ARCHIVE CENTRE

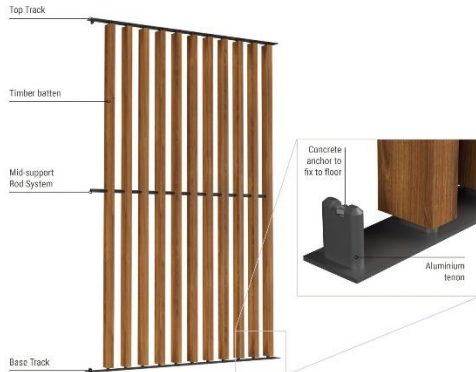

SPECIFICATION	IMAGE	QTY
<p>Description: Heavy duty steel open freestanding shelving unit with corner gussets.</p> <p>Size: 910mmW x 1900mmH</p> <p>Material: Steel</p> <p>Colour: Hammer tone grey</p> <p>Warranty: 5 years</p>		4

## CARPENTRY ITEMS


### I. ACCREDITATION POD

SPECIFICATION	IMAGE	QTY
<p>5250mmL x 3500mmD x 2500mmH Meeting Pod structure with Meeting loose meeting table in Walnut veneer, artificial grass on roof area.</p>  <p>Excludes downlights, will do cut outs if required</p> <p>As per architect detail</p> <p>Interior walls and ceiling upholstered in Hertex Domus contract range for sound absorption.</p>  <p>BLAZE in Cranberry</p> <p>Warranty: 3 years</p>		1



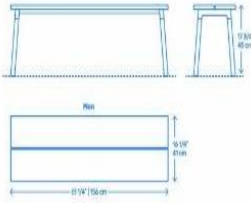
### II. EXHIBITION SPACE

SPECIFICATION	IMAGE	QTY
<p>Description: Wooden free standing exhibition screens</p> <p>Material: Solid wood as approved by architect</p> <p>Size: As per architect detail</p>  <p>Warranty: 5 years</p>		1

### III. RECEPTION SCREEN

SPECIFICATION	IMAGE	QTY
<p>Description: Wooden free standing</p> <p>Material: Solid wood as approved by architect</p> <p>Size: As per architect detail</p> <p>Warranty: 5 years</p>		1

### IV. MEETING PODS

SPECIFICATION	IMAGE	QTY
<p>Description: Private meeting pods</p> <p>Description: Wooden free standing Private meeting pods</p> <p>Material: Solid wood as approved by architect</p> <p>Size: 2500mml x 24mmD x 2100mmH</p>		2
<p>Tables: Solid wood as approved by architect: 1 x 3900(l) x 1700(w) x 780(h)</p>		2
<p>Benches: Solid wood as approved by architect (Qty 4 ) height of (45 cm), length of (156 cm), and width of (41 cm).</p>		4

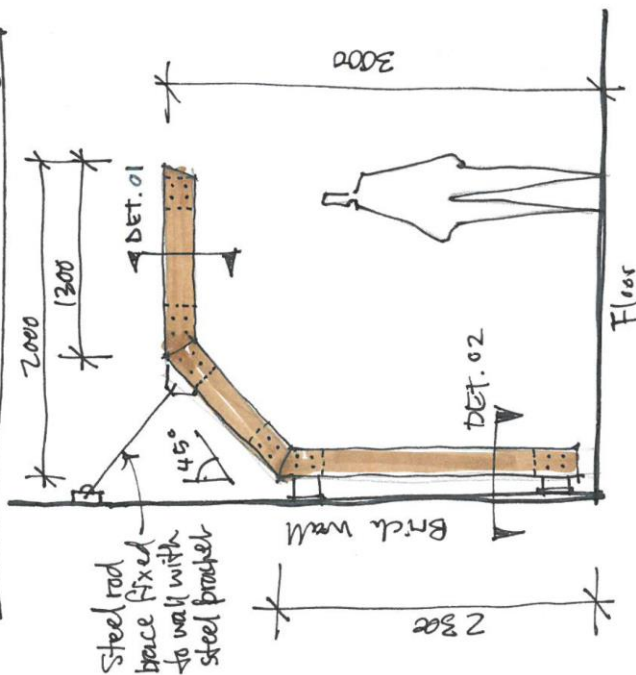
## V. HOTDESK/HOTSEAT/SERVER



SPECIFICATION	IMAGE	QTY
<p>Description: Break-away space for hotdesking</p> <p>Size: 1800mmw x 9300mml x 1100mmh</p> <p>As per architect detail</p> <p>Material: Wooden veneer planter</p> <p>Formica 949 White tabletop for hotdesking side</p> <p>Upholstered side in Hertex Domus contract range</p>  <p>LEGION <i>in Dijon</i></p> <p>Fabric must be Scotchgarded</p> <p>Caesarstone 1141 Pure White top at server section</p> <p>Warranty: 3 years</p>		<p>1</p>

# RECEPTION SCREEN

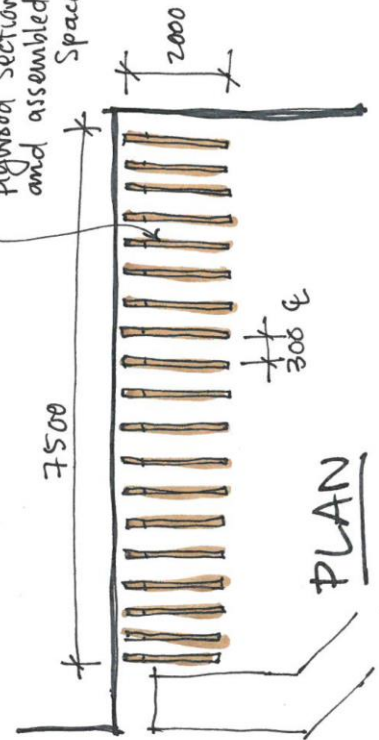
GIDZ Block 4 Building



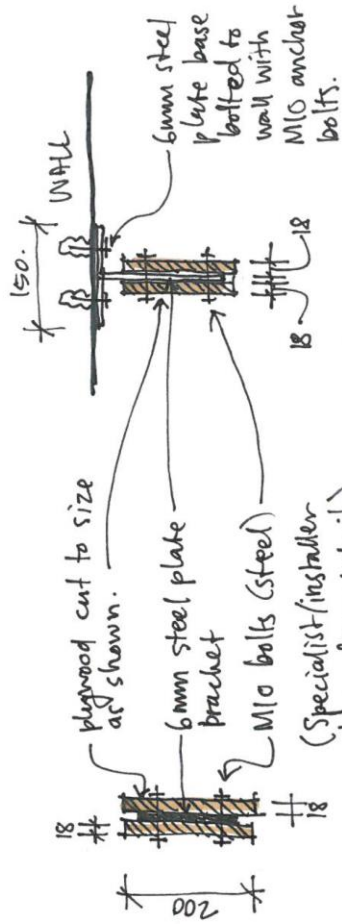
Floor

SECTION A-A

"Screen fins":  
Plywood sections cut to size  
and assembled using steel brackets.  
Spaced @ 300mm spacing

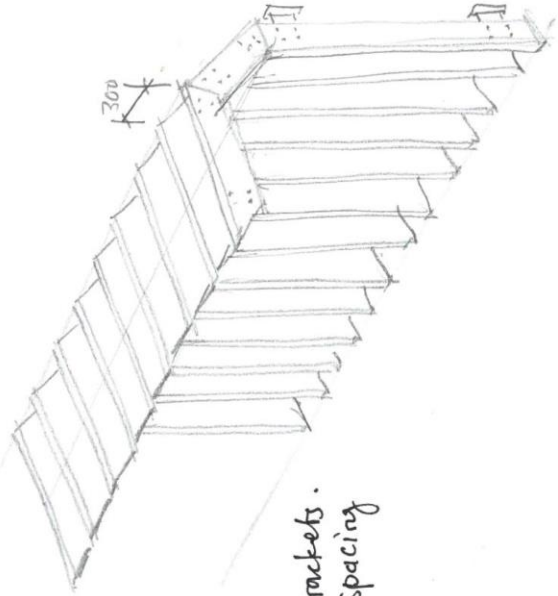


PLAN



DET. 02

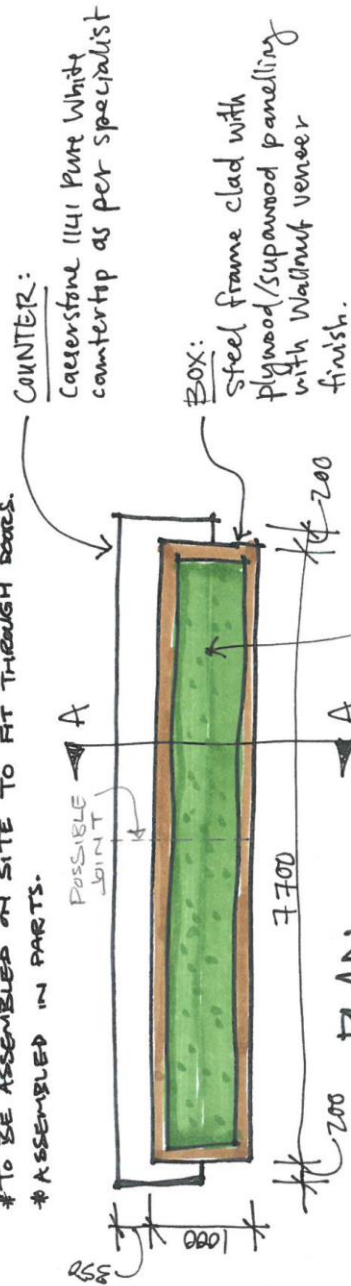
DET. 01



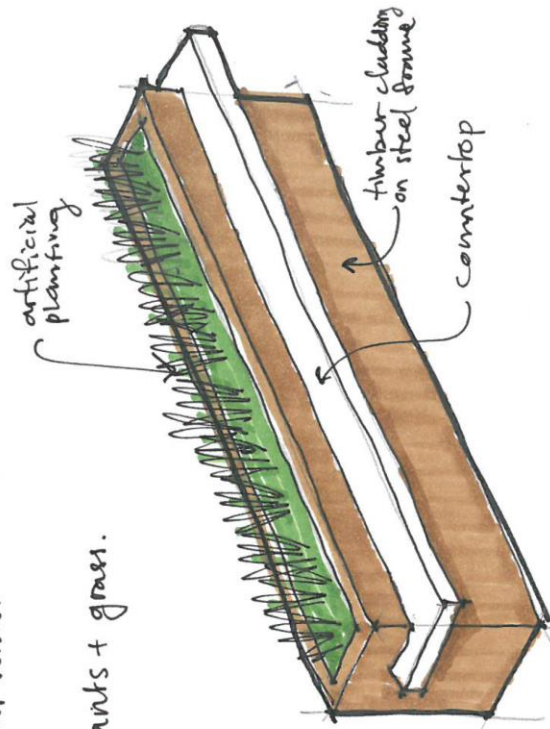
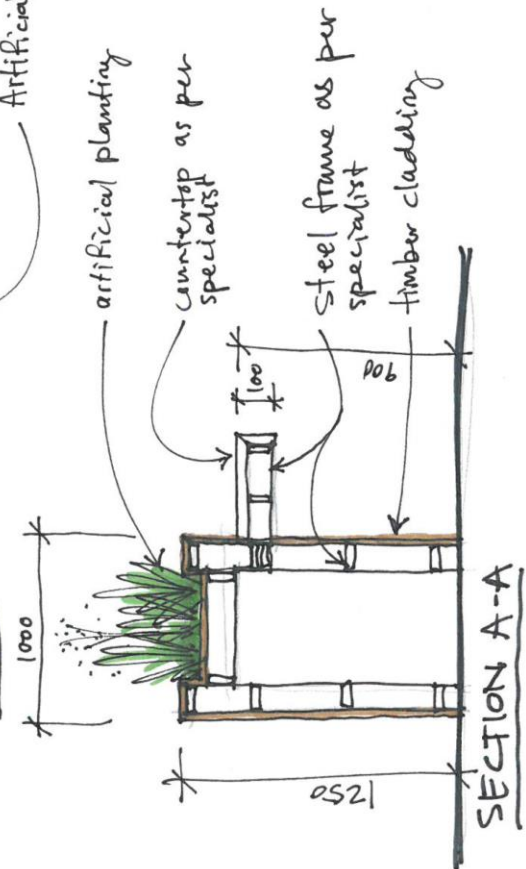
# GIDZ Block 4 Building

## HOT DESK PLANTER BOX. (concept)

# TO BE ASSEMBLED ON SITE TO FIT THROUGH DOORS.  
# ASSEMBLED IN PARTS.



Artificial plants + grass.

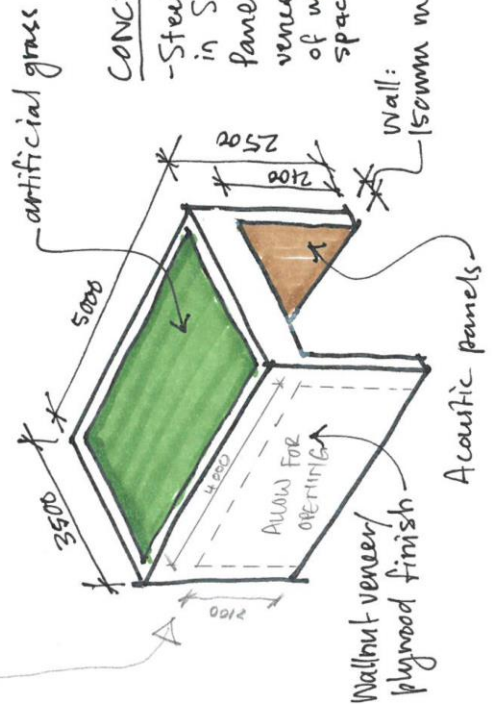
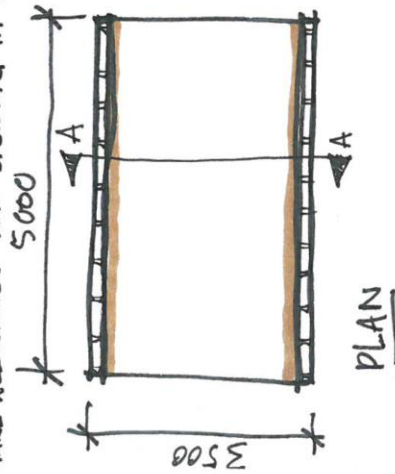


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# GIDZ Block 4 Building

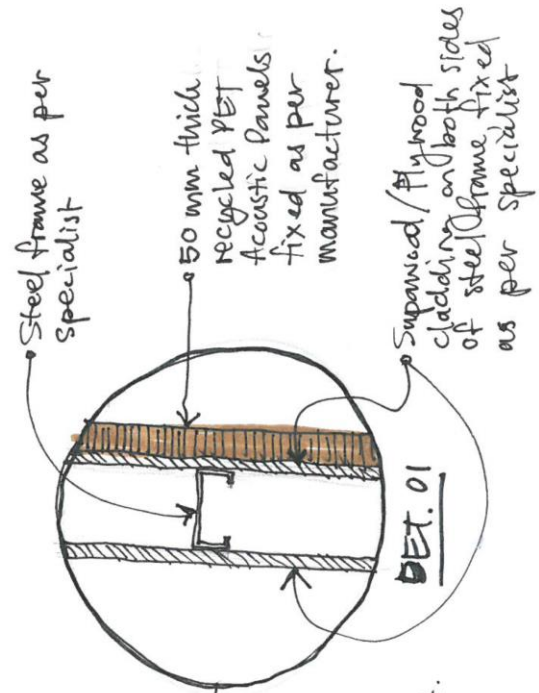
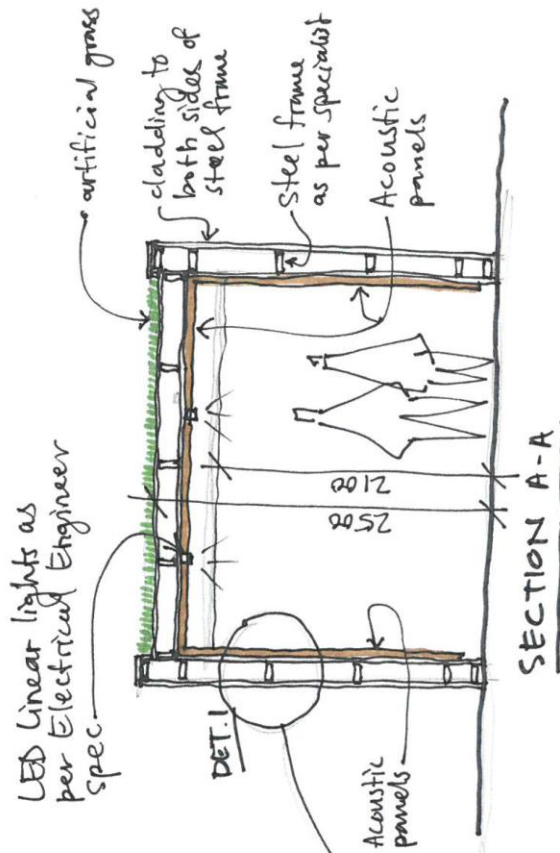
## MEETING PODS. (concept)

# TO BE ASSEMBLED ON SITE TO FIT THROUGH DOORS.  
# MAKE ALLOWANCE FOR OPENING IN LONG END.



### CONCEPT:

- Steel frame clad in Supanwood/Plywood panelling with Walnut veneer finish. Sizing of members and spacing as per specialist.

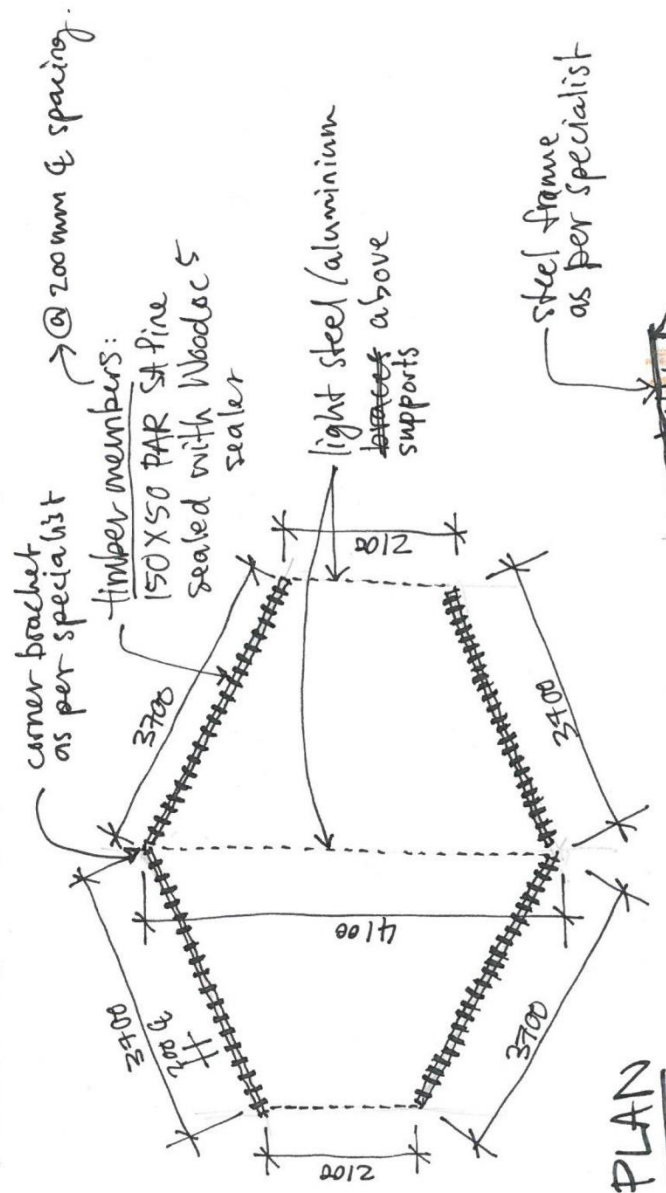


kmpCREATE (Pty) Ltd copyright reserved.



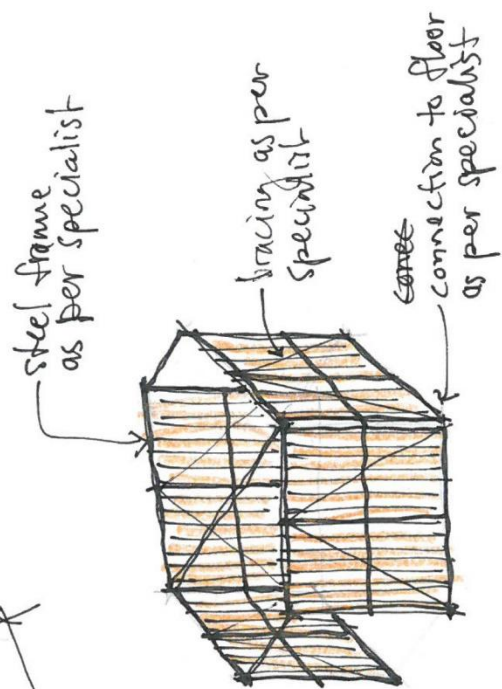
# GIDZ Block 4 Building

## EXHIBITION SCREEN (concept)



### Concept:

- 4 timber screen panels connected & braced as per specialist



## 5. EVALUATION CRITERIA

**In line with Preferential Procurement Regulation 2022 (PPR2022).** The evaluation of responsive Tender offers shall be on the 80/20-point preference system, being a maximum of 80 points for price and a maximum of 20 points for Preferential Procurement Goals the Preferential Procurement Regulations, 2022.

The procedure for the evaluation of responsive tenders will be as follows: -

- 1<sup>st</sup> Stage – Administrative compliance
- 2<sup>nd</sup> Stage - Functionality
- 3<sup>rd</sup> Stage - Price & Preferential Procurement Special Goals (for bidders who met the minimum required functionality points of 70)

### **2<sup>nd</sup> Stage = Functionality Criteria**

It is required of the bidder to obtain minimum score of 70 points to be considered for further evaluation. Failure by the bidder to obtain minimum of 70 points mentioned above shall render the bidder being non-responsive. Therefore, the bidder will be disqualified and will not be considered for further evaluation.

<b>FUNCTIONALITY &amp; CAPABILITIES</b>	<b>TYPE OF EVIDENCE/SUPPORTING DOCUMENTS REQUIRED</b>	<b>Maximum Points</b>	<b>Points Scored</b>
<b>1. BIDDER'S EXPERIENCE (Years)</b> Number of years in business of furniture manufacturing <ul style="list-style-type: none"><li>• &gt;11 year = 20 points</li><li>• More than 5 – 11 years = 15 points</li><li>• More than 2 – 5 years= 10 points</li><li>• 1 - 2 years = 5</li><li>• &lt; 1 years = 0 points</li></ul>	<b>Company Profile with portfolio of evidence</b>	<b>20</b>	
<b>2. REFERENCE FOR SIMILAR WORK DONE</b> Reference letters, showing the company letterhead, dated and signed, of completion of assignments of a similar nature. 5 Points are allocated per letter. <ul style="list-style-type: none"><li>• &gt;5 letters = 30 points</li><li>• 5 letters = 25</li><li>• 4 letters = 20 points</li><li>• 3 letters = 15 points</li><li>• 2 letters = 10 points</li><li>• 1 letter = 5 points</li></ul>	<b>Reference letters of completion of assignments of a similar nature</b>	<b>30</b>	

FUNCTIONALITY & CAPABILITIES	TYPE OF EVIDENCE/SUPPORTING DOCUMENTS REQUIRED	Maximum Points	Points Scored
<b>3. EXPERIENCE OF KEY PERSONNEL</b> Project Lead, must be experienced in furniture manufacturing and designing with: - <ul style="list-style-type: none"> <li>• More than 5 years' experience = 10 points</li> <li>• More than 3 - 5 years' experience = 5 points</li> <li>• 1 – 3 years' experience = 3 points</li> <li>• Less than 1 year experience = 0 points</li> </ul>	<b>Bidder must Attach CV's with portfolio of evidence/ list of projects worked on</b>	10	
<b>4. UNDERSTANDING SCOPE OF WORK -</b> Provide a detailed methodology around the supply and install to ensure you have captured the requirements as per flow, look and feel and completeness of the proposal submitted <p>➤ <b>Methodology</b></p> <ul style="list-style-type: none"> <li>○ Task List Shows Full Scope of Works = (5 point)</li> <li>○ Linkage between tasks and sequencing reasonable = (5 point)</li> <li>○ Reasonable Duration for each task = (5 point)</li> </ul> <p>➤ <b>Quality Control</b></p> <p>Quality Control Practices and Procedures Must Include Quality Management System, Health and Safety Plan and An Environmental Management Plan. (5 Points)</p>	<b>Proposal and methodology as per RFP scope.</b>	20	

FUNCTIONALITY & CAPABILITIES	TYPE OF EVIDENCE/SUPPORTING DOCUMENTS REQUIRED	Maximum Points	Points Scored
<b>5. PROGRAM</b> Demonstrate understanding of project efficiency; Quality and completeness of the proposal submitted, with detailed work programme. <ul style="list-style-type: none"> <li>• Project completed after 6 months = <b>0 points</b></li> <li>• Project completed within 6 months = <b>5 points</b></li> <li>• Project completed within 5 months = <b>10 points</b></li> <li>• Project completed within 4 months = <b>15 points</b></li> <li>• Project completed within 3 months = <b>20 points</b></li> </ul>	<b>Comprehensive proposal submitted addressing all the requirements as per RFP scope.</b>  <b>Submit Work Plan/program of execution with timelines</b>	<b>20</b>	
<b>Total Points</b>		<b>100</b>	
<b>Minimum points required</b>		<b>70</b>	
The minimum threshold for the technical evaluation is 70 points. The tenderers that do not meet the threshold will not proceed to the next stage.			

**NB: Bidders must achieve the minimum points scored of 70 points out of 100 points to be evaluated on the stage of price & Preferential Procurement Goals.**



### 3<sup>RD</sup> Stage - Price & Preferential Procurement Special Goals Evaluation Criteria

All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price & Preferential Procurement Special Goals.

	Preferential Procurement Goals	Points	Weight = 20 points if R50 000 000 and less
			Number of Points
1	B-BBEE Status Level of Contributor 1	20	
2	B-BBEE Status Level of Contributor 2	15	
3	B-BBEE Status Level of Contributor 3	10	
4	B-BBEE Status Level of Contributor 4	5	
	<b>TOTAL POINTS</b>	<b>20</b>	
	<b>PRICE</b>		<b>= 80 points if R50 000 000 and less</b>
	<b>TOTAL PREFERENTIAL PROCUREMENT GOALS &amp; PRICE</b>		<b>100</b>

#### THE PREFERENCE POINT SYSTEM AND PREFERENTIAL PROCUREMENT GOALS REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

The following must be submitted as supporting evidence for meeting the above preferential procurement targets:

- Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificates issued by SANAS accredited agency or valid Sworn affidavit thereof together with their tenders or price quotations, to substantiate their B-BBEE rating claims.
- NB: A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a valid consolidated B-BBEE Status Level Verification Certificate for every separate tender.
- AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies: -
  - Tenderers other than QSE/EMEs must provide valid B-BBEE Certificate from verification agencies accredited by SANAS; or
  - Tenderers who qualify as EMEs, must provide valid sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

#### VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- Verification agencies accredited by SANAS
  - These certificates are identifiable by a SANAS logo and a unique BVA number.
  - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on <http://www.sanas.co.za/directory/bbee> default.
  - The relevant BVA may be contacted to confirm whether such a certificate is valid.

- As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
  - ✓ The name and physical location of the measured entity;
  - ✓ The registration number and, where applicable, the VAT number of the measured entity;
  - ✓ The date of issue and date of expiry;
  - ✓ The certificate number for identification and reference;
  - ✓ The scorecard that was used (for example QSE, Specialized or Generic);
  - ✓ The name and / or logo of the Verification Agency;
  - ✓ The SANAS logo;
  - ✓ The certificate must be signed by the authorized person

**FINANCIAL PROPOSAL/COSTING (TO BE PRESENTED ON SEPARATE ENVELOP - 2nd Envelop)**

**SBD 3.3**

**PRICING SCHEDULE**

**(Goods and Services)**

**Name of bidder.....Bid number: GIDZ/01/2022-2023/Office Furniture**

**Closing Time: 11:00**

**Closing date: 15<sup>th</sup> SEPTEMBER 2023**

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**


The price quoted must include delivery, assembly, offloading and installation. It is the responsibility of the tenderer/the service provider to quote a final price. The Client/purchaser will not accept any responsibility for goods in transit

Rates quoted for the items shall be valid for carrying out the item of work at any and/ or all floor heights.




The approval of work does not relieve the service provider of his liability to maintain to defects liability period at the service provider's cost.

**XIII. INFORMAL SEATING AREA**




<b>SPECIFICATION</b>	<b>IMAGE</b>	<b>QTY</b>	<b>PRICE PER ITEM</b>	<b>PRICE PER QTY</b>
Seats 650dia x 420h upholstered in Hertex Domus contract range mix of three colours (8 per colour):   Warranty: 3 years		24		

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>Side / coffee tables 450dia x 650h Dulux Powder coating in mix of three colours (4 per colour):</p> <div data-bbox="183 651 368 748" style="background-color: #FFD700; width: 116px; height: 43px; margin-bottom: 5px;"></div> <div data-bbox="193 761 335 835" style="font-size: 0.8em;">           LEMON YELLOW GLOSS 98432120         </div> <div data-bbox="183 846 373 943" style="background-color: #191970; width: 119px; height: 43px; margin-bottom: 5px;"></div> <div data-bbox="193 954 300 1028" style="font-size: 0.8em;">           SPACE BLUE GLOSS 98419990         </div> <div data-bbox="183 1039 381 1133" style="background-color: #8B0000; width: 124px; height: 42px;"></div> <div data-bbox="193 1144 292 1216" style="font-size: 0.8em;">           FLAME RED GLOSS 98419959         </div>		12		



#### XIV. LOCKER ROOMS



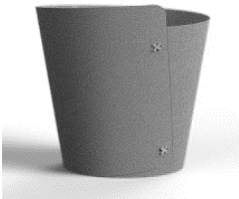
SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>Description: steel cabinet</p> <p>Size: 300mmW x 450mmD x 1800mmH</p> <p>Material: Steel</p> <p>Colour: Hammertone grey</p> <p>Warranty: 5 years</p>		22		
<p>Description: Café table Full aluminium legs and top made of Weatherproof Polyresin construction with woodgrain effect. Heat resistant to 80 degrees C.</p> <p>Size: 800mm Diameter Round café table with white top and 4-star aluminium base</p> <p>Material: Weatherproof Polyresin construction with white top. Heat resistant to 80 degrees C. 4 star approximately 580mm span with adjustable feet or "Stopcock" base</p> <p>Warranty: 1 year</p>		2		
<p>Description: Café chair Stackable Commercial grade polypropylene seat and back with natural anodised aluminium legs</p> <p>Size: Approximately 550mmL x 500mmD x 800mmH</p> <p>Material: Natural anodised aluminium legs with polypropylene seat and back Colour: 4 x Red</p> <p>Warranty: 1 year</p>		4		

#### XV. GIDZ RECEPTION

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
Description: Wooden side table  Size: 500mmW x 500mmL x 500mmH  Warranty: 1 year		1		
Description: Single chair  Size: 860mmL x 960mmD x 900mmH  Material: Upholstered side in Hertex Domus contract range  Fabric must be Scotchgarded   BLAZE in Cranberry  Leg: wood  Warranty: 1 year		2		


## XVI. GIDZ OPEN PLAN



SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>Description: Desk according to image <i>or similar</i></p> <p>Size: 1200w x 600d Desk</p> <p>Material: Formica 949 White</p> <p>Edge Detail of Desktop: Polyurethane moulded edge same colour as desktop</p> <p>Leg: Silver</p> <p>Cable Management:</p> <p>Desk to include reticulation channel running through all tables</p> <p>cut out to accommodate plug set for power and dedicated power, data/telephone and 2 pin plug</p> <p>Modesty Panel: Formica 949 White</p> <p>Warranty: 3 years</p>		22		
<p>Description: Lockable mobile storage, according to image or similar</p> <p>Size: 1400L x 450W x 850H</p> <p>Material: Melamine with MDF sprayed doors</p> <p>Wheel/Extras: Silver Castors, key plus spare</p> <p>Handles: Raiel 192 x12mm Square Hollow Bar Handle or similar to client/purchaser approval</p> <p>Handle Finish: Stainless Steel</p>		6		



SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
Warranty: 3 years				
<p>Description: Lockable mobile storage, according to image or similar</p> <p>Size: 410L x 610W x 420H</p> <p>Drawer and pencil tray: 3 Drawer pedestal, plus pen and pencil tray</p> <p>Material: Melamine with MDF sprayed doors</p> <p>The top must be foamed and upholstered in: Hertex Domus contract range</p>  <p>LEGION in Dijon</p> <p>Fabric must be Scotchgarded Leg: wood</p> <p>Wheels: Silver Castors, key plus spare</p> <p>Locking Mechanism: Central locking, key plus spare</p> <p>Handle Finish: Stainless Steel</p> <p>Warranty: 1 year</p>		22		
<p>Description: Powder coated mild steel wastepaper bin</p> <p>Size: Approximately 240mm Ø x 300mmH</p> <p>Colour: Powder coated mild steel – silver colour</p> <p>Warranty: 1 year</p>		30		





## XVII. GIDZ OFFICES

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>Description: Desk (Closed offices)</p> <p>Size: 1800mmL X 900mmW x 32mm Thick formica top</p> <p>1200mmL x 500mmW L-extension with built-in credenza (lockable)</p> <p>Material: Formica White and Grey – client to approve samples</p> <p>Edge Detail of Desktop: Polyurethane moulded edge same colour as desk top</p> <p>Leg: Silver</p> <p>Cable Management: Desk to include</p> <ul style="list-style-type: none"> <li>reticulation channel</li> <li>cut out to accommodate plug set for power and dedicated power, data/telephone and 2 pin plug</li> </ul> <p>Modesty Panel:</p> <p>Warranty: 3 years</p>		14		
<p>Description: CEO Desk</p> <p>Size: 2200mmL x 1000mmW x 32mm timber veneer modesty panel to match storage unit, with 1200mm x</p>		1		



SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>500mm L-extension</p> <p>Material: High gloss finish – white</p> <p>Edge Detail of Desktop: Polyurethane moulded edge same colour as desktop</p> <p>Leg: Silver</p> <p>Cable Management: Desk to include.</p> <ul style="list-style-type: none"> <li>•Reticulation channel running through all tables.</li> <li>•Cut out to accommodate plug set for power and dedicated power, data/telephone and 2 pin plug.</li> </ul> <p>Warranty: 3 years</p>				
<p>Description: Three-seater Urban wild whiskey leather couch</p> <p>Size: 770H x 870W x 1930L</p> <p>Material: Premium leather</p> <p>Colour: Urban wild whiskey</p> <p>Warranty: 3 years</p>		2		


SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>Description: Modular lockable wall unit according to image or similar.</p> <p>1-piece, modular wall cabinet, Top section: Powder coated aluminium frame to clear, lockable safety glass hinged doors, shelves, silver handles Bottom section: lockable timber veneer hinged doors, shelves, natural anodised aluminium.</p> <p>Size: 900mmL x 450mmD x 1800mmH</p> <p>Material: Walnut or equivalent natural timber veneer, sealed with a low VOC gloss sealer.</p> <p>Locking Mechanism: Each lockable door to have good quality grade lock, key plus spare</p> <p>Adjustable levellers</p> <p>Glazing: Laminated safety glass</p> <p>Warranty: 3 years</p>		5		
<p>Description: High back desk chair</p> <p>Size: Approximately 650mmW x 600mmD x 1200mmH with adjustable seat height of 550mm – 650mm</p> <p>Hinge door box legs - reverse chamfer in Formica 949 White</p> <p>Mechanism: Backrest locking adjustment</p>		60		



<b>SPECIFICATION</b>	<b>IMAGE</b>	<b>QTY</b>	<b>PRICE PER ITEM</b>	<b>PRICE PER QTY</b>
<p>Fully Synchronous mechanism with tension adjustment</p> <p>Gas cylinder seat height adjustment</p> <p>Arms: Adjustable arms with polypropylene arm pad Formica 949 White</p> <p>Base: 5-star polished aluminium base</p> <p>Castors: As per manufacturer</p> <p>Fabric: White mesh back</p> <p>Warranty: 3 years</p>				
<p>Description: Mid back visitor's chair</p> <p>Size: Approximately 600mmW x 600mmD x 100mmH with seat height of 500mmH</p> <p>Fabric Specification: Hertex Reckless – Dove</p>  <p>Fabric must be Scotchgarded.</p> <p>Warranty: 1 year</p>		7		



#### **XVIII. MEC OFFICE (GROUND FLOOR)**

<b>SPECIFICATION</b>	<b>IMAGE</b>	<b>QTY</b>	<b>PRICE PER ITEM</b>	<b>PRICE PER QTY</b>


<p>Description: CEO Desk</p> <p>Size: 2200mmL x 1000mmW x 32mm timber veneer modesty panel to match storage unit, with 1200mm x 500mm L-extension</p> <p>Material: High gloss finish – white</p> <p>Edge Detail of Desktop: Polyurethane moulded edge same colour as desktop</p> <p>Leg: Silver</p> <p>Cable Management: Desk to include.</p> <ul style="list-style-type: none"> <li>•Reticulation channel running through all tables.</li> <li>•Cut out to accommodate plug set for power and dedicated power, data/telephone and 2 pin plug.</li> </ul> <p>Warranty: 3 years</p>		1		
<p>Description: High back desk chair</p> <p>Size: Approximately 650mmW x 600mmD x 1200mmH with adjustable seat height of 550mm – 650mm</p> <p>Hinge door box legs - reverse chamfer in Formica 949 White</p> <p>Mechanism: Backrest locking adjustment</p> <p>Fully Synchronous mechanism with tension adjustment</p> <p>Gas cylinder seat height adjustment</p> <p>Arms: Adjustable arms</p>		1		

<p>with polypropylene arm pad Formica 949 White</p> <p>Base: 5-star polished aluminium base</p> <p>Castors: As per manufacturer</p> <p>Fabric: White mesh back</p> <p>Warranty: 3 years</p>				
<p>Description: Leather desk protector</p> <p>Size: Approximately 600mmL x 460mmW</p> <p>Material / Finish: Genuine Leather</p> <p>Colour: Black</p> <p>Warranty: 1 year</p>		1		

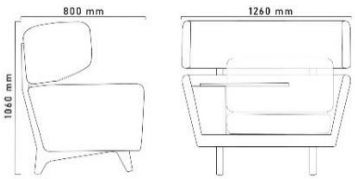




SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>Description: Round meeting table with steel base and melamine top</p> <p>Size: 750mmH x 1500mmDIA</p> <p>Material / Finish: Black steel base and 32mm thick melamine top</p> <p>Colour: Black base and white top</p> <p>Warranty: 3 years</p>		1		
<p>Description: Mid back visitor's chair</p> <p>Size: Approximately 600mmW x 600mmD x 100mmH with seat height of 500mmH</p> <p>Fabric Specification:</p>		4		

Hertex Reckless – Dove  Fabric must be Scotchgarded. Warranty: 1 year				
Description: Coat hanger Size: 1800mm(H) x 350mm(DIA) x 350mm(W) Material: Painted steel Colour: Black Warranty: 1 years		1		

#### **XIX. LEATHER DESK PROTECTOR (CLOSED OFFICES)**

<b>SPECIFICATION</b>	<b>IMAGE</b>	<b>QTY</b>	<b>PRICE PER ITEM</b>	<b>PRICE PER QTY</b>
Description: Leather desk protector Size: Approximately 600mmL x 460mmW Material / Finish: Genuine Leather Colour: Black Warranty: 1 years		16		


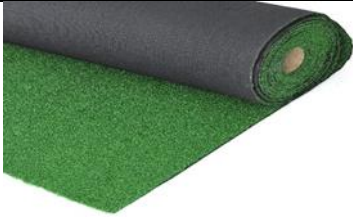
#### **XX. SOLITUDE FOCUS WORK BAY**

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>Description: Single seat with writing pad</p> <p>Size: 1260L x 800W x 1060H</p>  <p>Material: The flip-top is finished in white laminate and the legs are solid wood, with a monocoat colour white and a clear dead matt finish.</p> <p>Hertex Reckless – Dove</p>  <p>Fabric must be Scotch guarded.</p> <p>Warranty: 3 years</p>		6		
<p>Description: 2-seater with 2 x writing pads and table</p> <p>NO LAMP</p> <p>Size: 740mmd x 1510mml x 1240mmh</p> <p>Material: The flip-top is finished in white laminate and the legs are solid wood, with a monocoat colour white.</p> <p>Upholstered in:</p> <p>Hertex Reckless – Dove</p> 		3		









## XXI. PLANTS

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>Description: Planters</p> <p>Size: 1500mmL x 300D x 900H</p> <p>Finish: Powder coating in mix of three colours: Yellow, Green, Red</p> <p>Warranty: 1 years</p>		6		
<p>Description: Natural and realistic looking artificial grass with backing.</p> <p>Size: To fit on two 3500 x 5000mm roofs of meeting pod.</p> <p>Thickness: 15mm min.</p> <p>Material: PE+PP (UV resistant)</p> <p>Warranty: 1 years</p>		2		


## XXII. KITCHEN EQUIPMENT

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<b>Fridge</b> <ul style="list-style-type: none"> <li>• Net capacity refrigeration zone: 324 l Interior Fan</li> <li>• 6 safety glass shelves of which 5 are height adjustable,</li> <li>• 1 2-wave bottle rack, plastic</li> <li>• 2 door shelves large, 3 door shelves small</li> <li>• Freshness System with humidity control - keeps fruit and vegetables fresh.</li> <li>• Dimensions: H 176 cm x L 60 cm x D 65 cm</li> <li>• Door left hinged, reversible.</li> <li>• Colour: White</li> <li>• Warranty: 2 years</li> </ul>		1		
<b>Cupboard</b>  Description: Tall kitchen pantry cupboard with handle.  Size: 600mmW x 600mm(D) x ±2000mm(H)  Material: High gloss finish  Colour: White  Handle: Aluminium black lip handle  Cupboard to match existing build-in cupboards in the existing kitchen.		2		

### XXIII. CONTROL ROOM, GUARD HOUSE & SECURITY CENTRE



SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>Description: High back desk chair</p> <p>Size: Approximately 650mmW x 600mmD x 1200mmH with adjustable seat height of 550mm – 650mm</p> <p>Hinge door box legs - reverse chamfer in Formica 949 White</p> <p>Mechanism: Backrest locking adjustment</p> <p>Fully Synchronous mechanism with tension adjustment</p> <p>Gas cylinder seat height adjustment</p> <p>Arms: Adjustable arms with polypropylene arm pad Formica 949 White</p> <p>Base: 5-star polished aluminium base</p> <p>Castors: As per manufacturer</p> <p>Fabric: White mesh back</p> <p>Warranty: 3 years</p>		20		
<p>Description: Lockable steel cabinet</p> <p>Size: 900mmW x 450mmD x 1800mmH</p> <p>Material: Steel</p> <p>Colour: Hammer tone grey with white mist doors</p> <p>Warranty: 5 years</p>		2		


#### XXIV. ARCHIVE CENTRE

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QTY
<p>Description: Heavy duty steel open freestanding shelving unit with corner gussets.</p> <p>Size: 910mmW x 1900mmH</p> <p>Material: Steel</p> <p>Colour: Hammer tone grey</p> <p>Warranty: 5 years</p>		4		

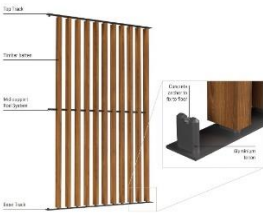

#### CARPENTRY ITEMS

##### VI. ACCREDITATION POD

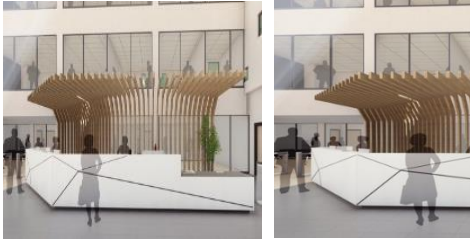
SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QUANTITY
<p>5250mmL x 3500mmD x 2500mmH Meeting Pod structure with Meeting loose meeting table in Walnut veneer, artificial grass on roof area.</p>  <p>Excludes downlights, will do cut outs if required.</p> <p><b>As per architect detail</b></p> <p>Interior walls and ceiling upholstered in Hertex Domus contract range for sound absorption.</p>		1		

 <p><b>BLAZE</b> <i>in Cranberry</i></p> <p>Warranty: 3 years</p>				
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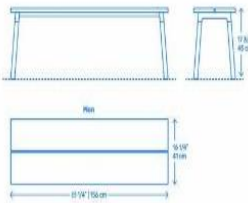
## VII. EXHIBITION SPACE

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QUANTITY
<p>Description: Wooden free standing exhibition screens</p> <p>Material: Solid wood as approved by architect</p> <p>Size: As per architect detail</p>  <p>Warranty: 5 years</p>		1		


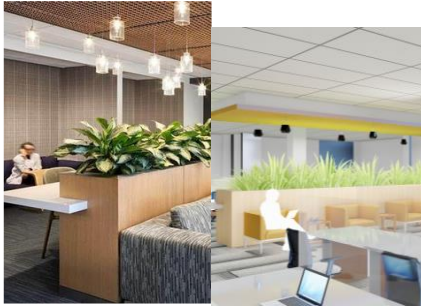
## VIII. RECEPTION SCREEN

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QUANTITY
<p>Description: Wooden free standing</p> <p>Material: Solid wood as approved by architect</p> <p>Size: As per architect detail</p> <p>Warranty: 5 years</p>		1		

## IX. MEETING PODS

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QUANTITY
<p>Description: Private meeting pods</p> <p>Description: Wooden free standing Private meeting pods</p> <p>Material: Solid wood as approved by architect</p> <p>Size: 2500mmL x 24mmD x 2100mmH</p>		2		
<p>Tables: Solid wood as approved by architect: 1 x 3900(l) x 1700(w) x 780(h)</p>		2		
<p>Benches: Solid wood as approved by architect (Qty 4) ) height of (45 cm), length of (156 cm), and width of (41 cm).</p>		4		

## X. HOTDESK/HOTSEAT/SERVER

SPECIFICATION	IMAGE	QTY	PRICE PER ITEM	PRICE PER QUANTITY
<p>Description: Break-away space for hotdesking</p> <p>Size: 1800mmw x 9300mml x 1100mmh</p> <p>As per architect detail</p> <p>Material: Wooden veneer planter</p> <p>Formica 949 White tabletop for hotdesking side</p> <p>Upholstered side in Hertex Domus contract range</p>  <p>LEGION in Dijon</p> <p>Fabric must be Scotchgarded</p> <p>Caesarstone 1141 Pure White top at server section</p> <p>Warranty: 3 years</p>		1		

**NOTE: The price must be inclusive of all costs and all taxes where applicable, etc.**

Important: If there are any Exclusions or added services, those must be clearly indicated in a separate detailed costing schedule

Bidders need to price their proposal in detail as per scope of work and deliverables expected. Incomplete pricing schedule will be reported as non-responsive.



# **PART B**

# **DECLARATION OF INTEREST**

## 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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed

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<sup>1</sup> 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.

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.

3.5 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.

3.6 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. 3.7 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

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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.

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**

# **PART C - PREFERENCE POINT SYSTEM**

## 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

### 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) **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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



The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Proof of evidence required)
B-BBEE Status Level of Contributor 1	20	
B-BBEE Status Level of Contributor 2	15	
B-BBEE Status Level of Contributor 3	10	
B-BBEE Status Level of Contributor 4	5	
The tenderer must be an entity which is at least 51% owned by black people who are youth.	N/A	
The tenderer must be an entity which is at least 51% owned by black people who are women.	N/A	
The tenderer must be an entity which is at least 51% owned by black people with disabilities.	N/A	
The tenderer must be an entity which is 51% owned by black people living in rural or underdeveloped areas or townships.	N/A	
The tenderer must be an entity which is 51% owned by black people who are military veterans.	N/A	
The tenderer must supply locally manufactured goods and services in line with the Department of Trade and Industry thresholds for products designated for local content.	N/A	
The tenderer must be an entity which is a cooperative, which is 50% owned by black people.	N/A	
TOTAL	20	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

# PART D

## **E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID**

### **1. Definitions:**

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “GGDA” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by GGDA calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to GGDA at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to GGDA;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

## **2. Interpretation**

2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention: -

2.2 An expression which denotes

- any gender includes the other gender;
- a natural person included an artificial or juristic person and vice versa;
- the singular includes the plural and vice versa;

2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

3. I/we hereby bid:

3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA;

3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);

3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

4. I/we agree further that:

4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA during the validity indicated and calculated from the closing time of the bid;

4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;

5. notwithstanding anything to the contrary:

5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, GGDA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGDA.

5.2 in such event, I/we shall then pay to GGDA any additional expense incurred by GGDA for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

5.3 GGDA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or

contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure GGDA may retain such monies, guarantee or deposit as security for any loss GGDA may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay GGDA legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

Bidder's  
Information

Name of firm (company) .....

Postal Address .....

Physical Address .....

Contact Person .....

Telephone .....

Fax Number .....

Types of business .....

Principal business .....

Activities .....

12. The bidder hereby offers to render all or any of the services described in the attached documents to GGDA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGDA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.



## **D2: GENERAL CONDITIONS OF**

### **CONTRACT 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 suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with GGDA.

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

- The General Conditions of Contract will form part of all bid and contract documents.

- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Delivery and documents
9. Insurance
10. Transportation
11. Incidental services
12. Warranty
13. Payment
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15. Contract amendments
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18. Delays in the supplier's performance
19. Penalties
20. Termination for default
21. Force Majeure
22. Termination for insolvency
23. Settlement of disputes
24. Limitation of liability
25. Governing language
26. Applicable law
27. Notices
28. Taxes and duties
29. National Industrial Participation Programme (NIPP)

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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 client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.2 "Contract price" means the price payable to the service provider 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 anything 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 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable.  
  
Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 "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.
- 1.10 "GCC" means the General Conditions of Contract.
- 1.11 "Goods" means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 "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 service provider 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.
- 1.13 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 "Order" means an official written order issued for the rendering of a service.

- 1.15 "Project site," where applicable, means the place indicated in bidding documents.
- 1.16 "The client" means the organization purchasing the service.
- 1.17 "Republic" means the Republic of South Africa.
- 1.18 "SCC" means the Special Conditions of Contract.
- 1.19 "Services" means those functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
- 1.20 "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 client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin.  
The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection**

- 5.1 The service provider shall not, without the client's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider 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 service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

## **6. Patent rights**

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

## **7. Performance Security**

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider'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 client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Delivery and Documents**

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

## **9. Insurance**

9.1 The service rendered 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.

## **10. Transportation**

10.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **11. Incidental Service**

- 11.1 The service provider 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 rendered service;
  - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
  - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
  - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

## **12. Warranty**

- 12.1 The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, 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.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

## **13. Payment**

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 14. Prices**
- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.
- 15. Contract amendments**
- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 16. Assignment**
- 16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 17. Subcontracts**
- 17.1 The service provider shall notify the client in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 18. Delays in the service provider's performance**
- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.
- 18.3 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.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

- 18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

## **19. Penalties**

- 19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

## **20. Termination for default**

- 20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
  - (b) if the service provider fails to perform any other obligation(s) under the contract; or
  - (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.
- 20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.
- 20.4 If the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.
- 20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

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

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

## **21. Force Majeure**

- 21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider 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.
- 21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

## **22. Termination for insolvency**

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

## **23. Settlement of Disputes**

- 23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider 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.
- 23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.
- 23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 23.5 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 client shall pay the service provider any monies due the service provider.

## **24. Limitation of liability**

- 24.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and
  - (b) the aggregate liability of the service provider to the client, 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

## **25. Governing language**

- 25.1 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

## **26. Applicable law**

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

## **27. Notices**

- 27.1 Every written acceptance of a bid shall be posted to the service provider 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 services of such notice.
- 27.2 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.

## **28. Taxes and duties**

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

**29. National Industrial Participation (NIP) Programme**

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

**30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED, NB: - IF NOT COMPLETED AND SIGNED, BIDDER WILL BE DISQUALIFIED)**

**NAME OF YOUR COMPANY (IN BLOCK LETTERS)**

---

**SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)**

**DATE**

---

**NAME OF PERSON SIGNING (IN BLOCK LETTERS)**

---

**CAPACITY**

---

**ARE YOU DULY AUTHORISED TO SIGN THIS BID?**

---

**COMPANY REGISTRATION NUMBER**

---

**VAT REGISTRATION NUMBER**

---

**POSTAL ADDRESS (IN BLOCK LETTERS)**

---

**PHYSICAL ADDRESS (IN BLCOK LETTERS)**

---

**CONTACT PERSON**

**TELEPHONE NUMBER** \_\_\_\_\_ **FAX NUMBER** \_\_\_\_\_

**CELLPHONE NUMBER**

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**E-MAIL**

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**TYPES OF BUSINESS**

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**PRINCIPAL BUSINESS ACTIVITIES**

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# **ANNEXURE A**

## **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**