

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HOME AFFAIRS

BID NUMBER:	DHA02-2023	CLOSING DATE:	03 MARCH 2023	CLOSING TIME:	11:00
DESCRIPTION	INVITATION OF BIDS FROM SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BLACK HEAVY DUTY PLASTIC CHAIRS TO THE DEPARTMENT OF HOME AFFAIRS FOR A PERIOD OF THREE (3) YEARS, WITH AN OPTION TO RENEW FOR TWO (2) YEARS, SUBJECT TO THE PERFORMANCE OF THE SERVICE PROVIDER AND THE AVAILABILITY OF FUNDS.				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Home Affairs,					
230 Johannes Ramokgoase Street,					
Cnr. Thabo Sehume and Johannes Ramokgoase Streets					
Hallmark Building, Pretoria					
BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO			TECHNICAL ENQUIRIES MUST BE DIRECTED TO:		
CONTACT PERSON	Agnes Tsoene Ngobile Chonco		CONTACT PERSON	Vukani Nxasana	
TELEPHONE NUMBER	(012)406 2782 (012)406 2785		TELEPHONE NUMBER	(012) 406 4024	
E-MAIL ADDRESS	nompumelelo.tsoene@dha.gov.za ngobile.chonco@dha.gov.za		E-MAIL ADDRESS	vukani.nxasana@dha.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

I INSTRUCTIONS TO BIDDERS

A THE TENDER DOCUMENTS

Rules for Bidding

- 1.1. The Department is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- 1.2. The Department reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the Department decide not to proceed with the tender.
- 1.3. The Department also reserves the right to appoint any other person to undertake any part of the tasks.
- 1.4. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. The Department will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- 1.5. The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 1.6. All South African firms submitting bids as part of a consortium or joint venture must submit a valid original tax clearance certificates.
- 1.7. Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
- 1.8. The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- 1.9. Firms may ask for clarification on these tender documents or any part thereof up to close of business 1 week before the deadline for the submission of the bids.
- 1.10. The Department reserves the right to return late bid submission unopened.
- 1.11. Firms may not contact the Department on any matter pertaining to their bid from the time when the bids are submitted to the time the contract 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.
- 1.12. Should the contract between the Department and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.

Conditions of the Tender

- 1.13. The General Conditions of contract will apply.

- 1.14. The Department will become the owner of all information, documents, programmes, advice and reports collected and compiled by the service provider in the execution of this tender.
- 1.15. The copyright of all documents, programmes, and reports compiled by the service provider will vest in the Department and may not be reproduced or distributed or made available in any other way without the written consent of the Department.
- 1.16. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Department.
- 1.17. Bidders shall undertake to limit the number of copies of this document and destroy them in the event of their failure to secure the contract.
- 1.18. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Department.

Cost of Bidding

- 1.19. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Department, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

Content of Tender Documents

- 1.20. The services required, tender procedures and contract terms are prescribed in the tender documents, which include:
 - i. Instruction to Bidders;
 - ii. Technical Bid;
 - iii. Terms of Reference;
 - iv. Evaluation Criterion;
 - v. Financial Bid;
- 1.21. The Bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

Clarification of Tender Documents

- 1.22. The Department will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by the Department.
- 1.23. **No briefing session will be held.**

Amendment of Tender Documents

- 1.24. At any time prior to the deadline for submission of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

- 1.25. All prospective bidders who have received the tender document will be notified of the amendment in writing or by fax, and same will be binding on them.
- 1.26. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Department, at their discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

Language of Bid

- 1.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Department shall be written in English.

Documents Constituting the Bid

- 1.2. The bid prepared by the Bidder shall comprise the following components:

1. **Technical Bid, including:**

- i. Invitation to Bid (SBD 1)
 - ii. Tax Clearance Certificate
 - iii. Declaration of Interests(SBD4)
 - iv. Preferential Points Claim Forms (SBD 6.1)
 - v. General Conditions of contract
 - vi. CSD report
 - vii. Letter of Authority
 - viii. Completed Technical Specification Document

2. **Financial Bid, comprising:**

- i. Price Schedule & Professional services (SBD 3.3)
 - ii. Preferential points specific goals

Bid Prices

- 1.3. Prices indicated on the Price Schedule shall be the total price of services including, where applicable:
 1. All duties and other taxes;
 2. The price of transportation, insurance and other costs incidental to delivery of the services to their final destination;
 3. The price of any other incidental services required in terms of the tender deliverables;
- 1.4. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 1.5. A bid submitted with a variable price quotation will be treated as non-responsive and rejected.
- 1.6. Prices shall be quoted in South African Rands.

- 1.7. The Department has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

Period of Validity of Bids

- 1.8. Bids shall remain valid for 90 days after the closing date of bid prescribed by the Department. A bid valid for a shorter period shall be rejected by the Department as non-responsive.
- 1.9. In exceptional circumstances, the Department may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Format and Signing of Bid

- 1.10. The Bidder shall prepare one copy of the Technical Bid and Financial Bid separately, clearly marking each "Original Technical Bid" and "Original Financial Bid", as appropriate. **Apart from hard copies, a copy should also be provided on CD or memory stick. In the event of any discrepancy between the two, the original shall govern.**
- 1.11. The original and CD or Memory stick of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.12. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

Sealing and Marking of Bids

- 1.13. The original and CD or Memory stick of the Technical Bid shall be placed in a sealed envelope clearly marked Technical Bid and the original and CD or Memory stick of the Financial Bid shall be placed in a sealed envelope clearly marked Financial Bid and warning "Do not open with Technical Bid". All the inner envelopes shall then be placed into an outer envelope. The inner and outer envelopes shall be addressed to the following address:

Department of Home Affairs
230 Johannes Ramokhoase Street
Pretoria
0001

- 1.14. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late.
- 1.15. If the outer envelope is not sealed and marked as required by the clause, the Department will assume no responsibility for the bid's misplacement or premature opening.

- 1.16. Faxed or emailed bids will not be accepted. **Only hand-delivered bids submitted before the due date and time will be accepted.**

Closing Date of Bids

- 1.17. Bids (Technical and Financial) must be received by the Department at the address specified under clause 1.13 above. In the event of the specified date for the submission of Bids being declared a holiday for the Department, the Bids will be received up to the appointed time on the next working day.
- 1.18. The Department may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

- 1.19. Any bid received by the Department after the deadline for submission of bids prescribed by the Department will be rejected and/or returned unopened to the Bidder.

Modification and Withdrawal of Bids

- 1.20. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Department prior to the deadline prescribed for submission of bids.
- 1.21. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 1.22. No bid may be modified subsequent to the deadline for submission of bids.
- 1.23. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the Invitation to Bid form.

C. EVALUATION OF BIDS

Clarification of Bids

- 1.1. During evaluation of bids, the Department may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Preliminary Examination

- 1.2. The Department will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

- 1.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid may be rejected.
- 1.4. If a bid is not responsive and not fulfilling all the conditions of the Contract and not meeting Technical Specifications, it will be rejected by the Department and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Evaluation and Comparison of Bids

- 1.5. The Department will evaluate and compare the financial bids only of those Bidders whose Technical Bid has been accepted by the Department.
- 1.6. The Department's evaluation of a financial bid will take into account information to be provided on the SBD 3.3.

Contacting the Department

- 1.7. Subject to clause 1.1 above, no Bidder shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Department, it should do so in writing.
- 1.8. Any effort by a Bidder to influence the Department in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

D. AWARD OF CONTRACT

Post qualification

- 1.1. The Department will determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents, and is qualified to perform the contract satisfactorily.
- 1.2. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as the Department deems necessary and appropriate.
- 1.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Department will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

Department's right to vary Quantities at Time of Award

- 1.4. The Department reserves the right at the time of Contract award to increase or decrease the quantity of the services originally specified in the Terms of Reference without any change in unit price or other terms and conditions.

Department's right to accept or reject any or all Bids

- 1.5. The Department reserves the right to:
 1. Accept or reject all or individual items of this bid;
 2. Accept one or more bids submissions reject individual items;
 3. Request clarification or further information regarding any item in the Proposal;
 4. Request further information from any bidder after the closing date;
 5. Accept a bid that may not reflect the lowest pricing;
 6. Consider any bid that may not conform to any aspect of this bid;
 7. Annul the tender process and reject all bids at any time prior to contract award;
 8. Consider such alternate services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise;
 9. Award the contract or any part thereof to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

Notification of Award

- 1.6. Prior to the expiration of the period of bid validity, the Department will notify the successful bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 1.7. The notification of award will constitute the formation of the Contract.

Signing of Contract

- 1.8. At the same time as the Department notifies the successful bidder that its bid has been accepted, the Department will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 1.9. Within 2 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract Form and return it to the Department.

Termination of Service

- 1.10. In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of service, the stipulation of the General Conditions of Contract and the Special Conditions of Contract, shall be applicable.
- 1.11. Should the Department, after a reasonable period of notice, of not less than seven days, in writing, depending upon the circumstances, call upon the service provider to comply with any of the conditions and should he/she fail to do so, the Department shall, without prejudice to any of its rights be entitled to cancel the contract, and to claim from the service

provider any damage or loss that might have been suffered, including any additional expense incurred by it having either to invite fresh bids or to accept any less favourable bid.

Unsatisfactory Performance

- 1.12. Failure to comply with the conditions of the contract, the Department shall be entitled, without prejudice to its other rights, to cancel the contract in terms of the General Conditions of Contract. Delays beyond time limits and timeframes agreed upon between the parties. Failure to meet the performance standards indicated in the contract

Assignment

- 1.13. The contractor shall not, without prior written authority of the Department, cede, assign or transfer its rights or obligations in respect of this contract or any part thereof or any share of interests herein, directly or indirectly, to any person, firm or organization whatsoever.



home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

DHA02-2023

INVITATION OF BIDS FROM SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BLACK HEAVY DUTY PLASTIC CHAIRS TO THE DEPARTMENT OF HOME AFFAIRS FOR A PERIOD OF THREE (3) YEARS, WITH AN OPTION TO RENEW FOR TWO (2) YEARS, SUBJECT TO THE PERFORMANCE OF THE SERVICE PROVIDER AND THE AVAILABILITY OF FUNDS.

CLOSING DATE AND TIME OF BID:

03 March 2023 at 11h00

No briefing session will be held.

BID VALIDITY PERIOD: 90 DAYS

**Department of Home Affairs
Supply Chain Management**

TERMS OF REFERENCE

OBJECTIVES

1. The objective (aim) of this tender is:
 - To invite bids from suitable service providers for supply and delivery of **black heavy duty** plastic chairs (see attached detailed specification) to the Department of Home Affairs (DHA) for a period of three (3) years, with an option to renew for two (2) years, subject to the performance of the service provider and the availability of funds

BACKGROUND

2. The Department of Home Affairs operates in more than 400 offices where it offers its services to the general public.
3. The Department is currently facing long queues in the number of its offices and the need has risen to procure for these offices black heavy duty chairs to assist clients that visit offices.

SCOPE AND EXTENT OF THE TENDER

4. The successful bidder(s) will be expected to execute and conduct the following tasks or provide the following services/items to the Department:
 - to supply and deliver black heavy duty plastic chairs to all offices of the Department of Home Affairs' located in all nine (9) provinces. Initially, 17 000 chairs are required and thereafter, procurement will be done on an as and when required basis for the duration of the contract.
 - The black heavy duty chairs must be branded at ("DHA") at the back.

Detailed minimum specifications. These new items must come with warranties/quarantines of at least three (3) months.

SPECIAL CONDITIONS OF CONTRACT

5. To achieve the above, the successful service provider(s) will be required to meet the following requirements:
 - Suppose any successful bidder becomes insolvent or unable to fulfill their contractual obligations. In that case, the Department reserves the right to appoint a replacement from the remaining successful bidders through a closed procurement process.
 - The service provider(s) may not recruit or shall not attempt to recruit an employee of the Department of Home Affairs to prepare the bid or for the duration of the execution of this contract or any part thereof.
 - Post the initial order of 17 000, the contract will be usage-based, implying that goods will be procured as and when required over the duration of the three (3) year contract period, with the option to renew for a period of two (2) years.

- Option to renew will be based on supplier's performance and availability of funds
- **WARRANTY AND PERFORMANCE OF SERVICES**
 - The Heavy duty chairs must carry a three (3) months warranty against faulty workmanship and component defects. Should the chairs break within 3 (three) months, the service provider will be expected to replace at own costs.

TENDER DELIVERABLES / OUTPUTS AND TIMEFRAMES

6. After the order has been issued the black heavy duty chairs must be delivered within eight (8) weeks.
- **Project location(s):**
All Department of Home Affairs offices located in the nine (9) provinces.
 - **Contract and Project Management**
The unit Chief Financial Officer's office will centrally manage the contract.
 - **Expected commencement date:**
After awarding the tender, subject to successful contract negotiations and the signing of a Service Level Agreement
 - **Project period:**
Three (3) years with an option to renew for two (2) years, subject to the service provider's performance and the availability of funds).
 - **Bid proposal**
Bidders must submit 1 x hard copy and 1 x electronic copy (CD/USB).
 - **Pricing**
 - The cost **MUST** be all-inclusive, including design, manufacturing and delivery costs (in various offices), including VAT.
 - Pricing evaluation shall be based on prices, including VAT. **Annexure A** and SBD 3.3 to be completed.

EVALUATION STAGES

7. The bid evaluation process consists of several stages that are applicable as defined in the table below:

Stage	Description	Applicable for this bid
Stage 1A	Initial screening process / compliance with bid requirements	Yes
Stage 1B	Briefing session	No
Stage 2	Pre-qualification criteria	No
Stage 3	Mandatory requirement evaluation	Yes
Stage 4	Functionality requirement evaluation	Yes
Stage 5	Price / Specific goals evaluation	Yes

Stage 1A:

- Verification of service provider(s) compliance with bid requirements / initial screening process.

Stage 1B:

- Not Applicable.

Stage 2:

- Not Applicable

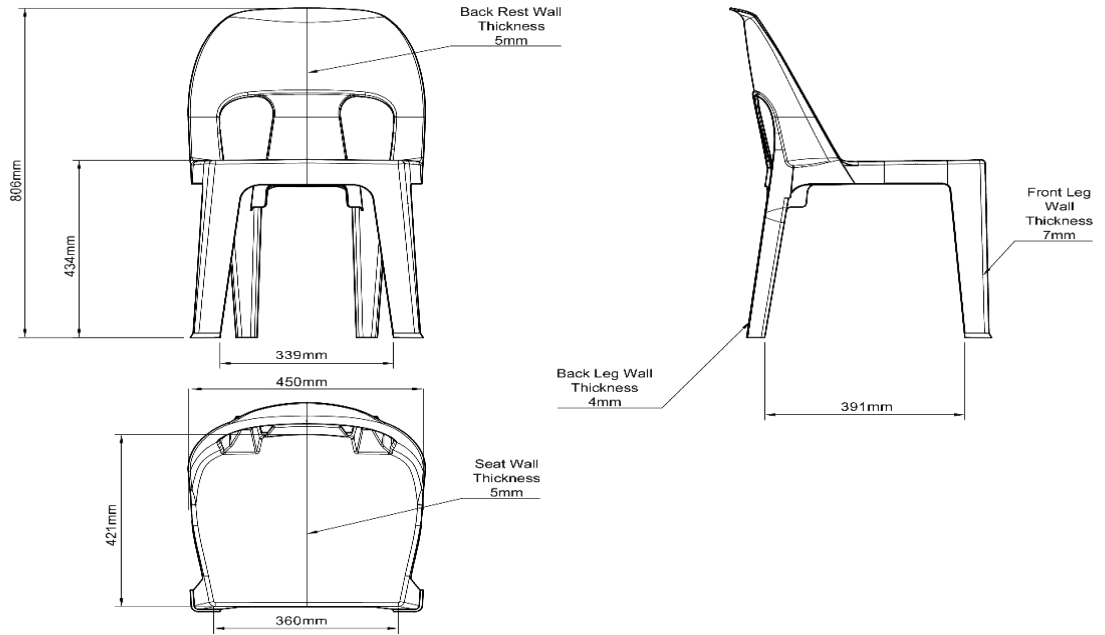
Stage 3:

- Service provider(s) must indicate their compliance with the following mandatory requirement as required by the DHA. Bidders who fail to meet the mandatory requirement will be disqualified.
- Bidders must comply with all the requirements of the detailed minimum specifications.
- Bidders who have indicated “**NO**” in one or more box of the minimum detailed specifications will be disqualified.
- Only bidders who have complied with the following mandatory requirements will be evaluated for functionality.

Mandatory requirement 1	Comply	Do not comply
The Bidder must confirm that they will comply with all the detailed minimum specifications.		
<p><u>EVIDENCE:</u> Bidder must sign, date and indicate (YES OR NO) on all the boxes of the detailed minimum specifications below.</p>		



Heavy Duty Plastic Chair Specifications		Comply YES/NO
Colour	Black	
Product Weight	Min 2.85 kgs ± 0.05 kg	
Load bearing Capacity	175 kgs minimum	
Dimensions:	42cm Depth x 80cm Height x 45cm Width	
Seat	Re-inforced Rib Structure under the seat	
Seat Wall Thickness:	5mm	
Back Rest Wall Thickness	5mm	
Legs	Inverted Legs	
Front Leg Wall Thickness	7mm	
Back Leg Wall Thickness	4mm	
Stackability	25 Chairs high	
Raw Material	100% Pure Polypropel No mixing of any kind of Fillers or similar substance allowed	
Warranty	At least three (3) months	



Name and Surname: _____

Signature: _____

Date: _____

NB: Any misrepresentation identified relating to the submission of the information above would be dealt with by the Department. This also includes amongst other punitive measures, restriction from doing business with any organ of the state for a period not exceeding ten (10) years.

Stage 4:

- The Technical proposal will be evaluated out of 100 points with a threshold of **60** points.
Bidders that score less than a minimum of 60 points will be disqualified.
Bidders must score a minimum of 60 points on functionality to qualify for further evaluation on price and preference points.

DHA02-2023

Evaluation Criteria	Minimum Requirements	Elimination Factor	Points Obtainable
Relevant experience in supply or delivery of goods	The service provider must have experience in supply or delivery of goods.	1 = Reference letter	20
		2 = Reference letters	40
	Bidders must submit signed and dated Client reference letters indicating acceptable level of performance.	3 = Reference letters	60
		4 = Reference letters	80
		5 = Reference letters	100
Total			100

NB: The Department reserves the right to verify the Reference letter.

Stage 5:

- Bids will then be evaluated in accordance with the prescripts of the Preferential Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations (PPR) of 2022, which stipulate a 80/20 points is applicable up to a rand value of R50 million (all applicable taxes included).
- The points for this bid will be allocated as follows:

No.	Components	Points
1.	Price	80
2.	Specific goals as below	20
	Total	100

Specific goals	20	Evidence
HDI	10	A valid B-BBEE certificate showing at least 51% black ownership
Women	7	A valid B-BBEE certificate showing at least 40% women ownership
Disability	3	A doctor's note confirming disability

ANNEXURE A

The service provider must complete the pricing schedule below in full. The service provider who did not bid as per the table below would be disqualified.

PROVINCE	PRICE PER CHAIR INCL VAT	DELIVERY COSTS INCL VAT	TOTAL COST INCLUDING VAT
1. Eastern Cape			
2. Free State Gauteng			
3. Gauteng			
4. Kwazulu-Natal			
5. Limpopo			
6. Mpumalanga			
7. Northern Cape			
8. North West			
9. Western Cape			
10. TOTAL (Indicating the final price on the SBD 3.3			

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DHA02-2023
CLOSING TIME 11:00	CLOSING DATE: 03 March 2023

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

ITEM NO	DESCRIPTION **(ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4.

PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	R.....
-----	-----	R.....
-----	-----	R.....
-----	-----	R.....

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	R.....
-----	-----	R.....
-----	-----	R.....
-----	-----	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

***[DELETE IF NOT APPLICABLE]**

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89

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

of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (B-BBEE)	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

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 the and 80/20 preference point system.

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

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)	Evidence	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	10	A valid B-BBEE certificate showing at least 51% Black ownership	
Women	7	A valid B-BBEE certificate showing at least 51% Women ownership	
Disability	3	A doctor's note confirming disability	

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:

.....

.....

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