



**the doj & cd**

Department:  
Justice and Constitutional Development  
REPUBLIC OF SOUTH AFRICA

**REQUEST FOR BID (RFB)**

**THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT INVITES ALL INTERESTED PARTIES TO SUBMIT BIDS FOR REQUIREMENTS AS STIPULATED BELOW:**

<b>DOCUMENT NUMBER:</b>	<b>RFB 06 2025</b>
<b>RFB ISSUE DATE:</b>	<b>10 November 2025</b>
<b>NON-COMPULSORY BRIEFING SESSION</b>	<b>17 November 2025 at 10h00</b>
<b>SITE INSPECTION</b>	<b>N/A</b>
<b>CLOSING DATE FOR WRITTEN QUESTION</b>	<b>20 November 2025</b>
<b>PUBLISHING OF ANSWERS IN DEPARTMENTAL WEBSITE</b>	<b>24 November 2025</b>
<b>RFB CLOSING DATE AND TIME:</b>	<b>05 December 2025 at 11H00</b>
<b>RFB VALIDITY PERIOD:</b>	<b>90 days</b>
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURING, SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE: MASTER OF HIGH COURT, PRETORIA</b>
<b>PERIOD:</b>	<b>Once-Off Delivery</b>
<b>RESPONSES TO THIS RFB MUST BE FORWARDED TO:</b>	<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, (DOJ&amp;CD) PRETORIA CENTRAL</b>
<b>ENQUIRIES:</b>	<b>E-Mail Address: <a href="mailto:SCM@justice.gov.za">SCM@justice.gov.za</a></b>

M S BASSIER

  
10/11/2025

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# ANNEX A: INTRODUCTION

## 1. PURPOSE AND BACKGROUND

### 1.1. PURPOSE

The purpose of this bid is for the Department of Justice and Constitutional Development (DoJ&CD) to invite suitably qualified prospective bidders to manufacture, supply, deliver and install office furniture required at Master of High Court, Pretoria, Metro Park Building.

### 1.2. BACKGROUND

1.2.1. Key mandate of the DOJ&CD is to support the Administration of Justice and uphold the Constitution. This is performed by implementing an effective and efficient court system and through the provision of quality legal services to the citizens and the state.

1.2.2. The Master Pretoria is having 250 Officials who will be occupying the new building: Metro Park Building.

## 2. SCOPE OF BID

### 2.1. SCOPE OF WORK

#### 2.1.1. PRETORIA MASTER OF HIGH COURT: FURNITURE REQUIRED

<b>MASTER OF NORTH GAUTENG HIGH COURT: (NEXT TO LOUIS PASTURE HOSPITAL: PRETORIA: GAUTENG PROVINCE)</b>				
<b>NO</b>	<b>OFFICE NO</b>	<b>ITEM NO</b>	<b>QTY</b>	<b>FURNITURE REQUIREMENTS</b>
1.	3rd floor Boardroom	1.1	18	Chairs: Mid Back Heavy duty chairs with arms, 650mm wide, full shell ply wood with 18ply. High density foam on seat VP70. Medium density foam on back VP30(170kg Max Weight) (Blue Colour).
2.	3rd floor Boardroom	2.1	1	18-seater Boardroom table in Mahogany veneer 2,2m (L) X 5 m (W) x 780 mm (H) with 38mm top). U shape of the table. Can the boardroom accommodate up to 30 officials.
3.	3rd floor	3.1	1	Admin Clerks and other: 2 Officials (3rd floor): Open Plan 2-way cluster consists of:

			<p>2 x 2000mm x 800mm desk tops in 32mm “summer oak” with 2mm matching pvc edge with 2 x 75mm cut-outs per desk for cabling, including covers for cut-outs to match “summer oak” 4 x 416mmw x 575mmd x 718mmh 3-drawer desk high pedestals with 2 x standard drawers with pen and pencil tray insert in the top drawer and 1 x deep filer. Fitted with silver bow handles and central locking mechanism. Outer edge or drawer unit in 16mm summer oak” with 2mm matching pvc edging. Inner pedestal, drawer units and drawer fronts are to be in “super white” with 2mm matching pvc edge. - 1 X 1584mmW x 864mmH X 32mmD Panel with double sided pinboard upholstered in WW”Mirage 8668”</p> <p>CPU holder under table in black.</p> <p>4 x 3500mmw x 100mmh x 40mmd 2-tier cable channels in 1mm mild steel powder coated silver fitted under desks. Top channel for data, bottom channel for power. “Corporate connections” (or similar) per desk – 2 x red dedicated plugs, 1 x white normal power, 1 x 2-pin plug. Units to daisy chain under the desks in the cable channels. Maximum of 3 3 desks to be connected together in one run. Unit closest to wall will connect to plugs in the power skirting or dry wall.</p> <p>Furniture contractor will supply, install and connect the “corporate connections” under the desks and will connect the units to the electrical point provided in the power skirting or dry wall.</p>
<b>4.</b>	<b>3rd floor</b>	<b>4.1</b>	<p><b>3</b> Admin Clerks and other: 12 Officials (3rd floor): Open Plan 4-way cluster consists of:</p> <p>4 x 2000mm x 800mm desk tops in 32mm “summer oak” with 2mm matching pvc edge with 2 x 75mm cut-outs per desk for cabling, including covers for cut-outs to match “summer oak” 4 x 416mmw x 575mmd x 718mmh 3-drawer desk high pedestals with 2 x standard drawers with pen and pencil tray insert in the top drawer and 1 x deep filer. Fitted with silver bow handles and central locking mechanism. Outer edge or drawer unit in 16mm summer oak” with 2mm matching pvc edging. Inner pedestal, drawer units and drawer fronts are to be in “super white” with 2mm matching pvc edge. - 2 X 1584mmW x 864mmH X 32mmD Panel with double sided pinboard upholstered in WW”</p>

			<p>Mirage 8668”</p> <p>CPU holder under table in black.</p> <p>4 x 3500mmw x 100mmh x 40mmd 2-tier cable channels in 1mm mild steel powder coated silver fitted under desks. Top channel for data, bottom channel for power. “Corporate connections” (or similar) per desk – 2 x red dedicated plugs, 1 x white normal power, 1 x 2-pin plug. Units to daisy chain under the desks in the cable channels. Maximum of 3 3 desks to be connected together in one run. Unit closest to wall will connect to plugs in the power skirting or dry wall.</p> <p>Furniture contractor will supply, install and connect the “corporate connections” under the desks and will connect the units to the electrical point provided in the power skirting or dry wall.</p>
5.	2nd floor	5.1	<p>16 <b>Admin Clerks and other: 64 Officials (2nd floor):</b></p> <p><b>Open Plan 4-way cluster consists of:</b></p> <p>4 x 2000mm x 800mm desk tops in 32mm “summer oak” with 2mm matching pvc edge with 2 x 75mm cut-outs per desk for cabling, including covers for cut-outs to match “summer oak” 4 x 416mmw x 575mmd x 718mmh 3-drawer desk high pedestals with 2 x standard drawers with pen and pencil tray insert in the top drawer and 1 x deep filer. Fitted with silver bow handles and central locking mechanism. Outer edge or drawer unit in 16mm “summer oak” with 2mm matching pvc edging. Inner pedestal, drawer units and drawer fronts are to be in melawood “super white” with 2mm matching pvc edge. 2 x 1584mmw x 864mmh x 32mmd panel with double sided pinboard upholstered in WW” Mirage 8668”</p> <p>CPU holder under table in black:</p> <p>4 x 3500mmw x 100mmh x 40mmd 2-tier cable channels in 1mm mild steel powder coated silver fitted under desks. Top channel for data, bottom channel for power. “Corporate connections” (or similar) per desk – 2 x red dedicated plugs, 1 x white normal power, 1 x 2-pin plug. Units to daisy chain under the desks in the cable channels. Maximum of 3 3 desks to be</p>

				<p>connected together in one run. Unit closest to wall will connect to plugs in the power skirting or dry wall.</p> <p>Furniture contractor will supply, install and connect the “corporate connections” under the desks and will connect the units to the electrical point provided in the power skirting or dry wall.</p>
6.	1st floor	6.1	21	<p><b>Admin Clerks and other: 82 officials (1st floor): Open Plan 4-way cluster consists of:</b></p> <p>4 x 2000mm x 800mm desk tops in 32mm melawood “summer oak” with 2mm matching pvc edge with 2 x 75mm cut-outs per desk for cabling, including covers for cut-outs to match “summer oak” 4 x 416mmw x 575mmd x 718mmh 3-drawer desk high pedestals with 2 x standard drawers with pen and pencil tray insert in the top drawer and 1 x deep filer. Fitted with silver bow handles and central locking mechanism. Outer edge or drawer unit in 16mm melawood “summer oak” with 2mm matching pvc edging. Inner pedestal, drawer units and drawer fronts are to be in “super white” with 2mm matching pvc edge. 2 x 1584mmw x 864mmh x 32mmd panel with double sided pinboard upholstered in VV” Mirage 8668”</p> <p>CPU holder under table in black:</p> <p>4 x 3500mmw x 100mmh x 40mmd 2-tier cable channels in 1mm mild steel powder coated silver fitted under desks. Top channel for data, bottom channel for power. “Corporate connections” (or similar) per desk – 2 x red dedicated plugs, 1 x white normal power, 1 x 2-pin plug. Units to daisy chain under the desks in the cable channels. Maximum of 3 3 desks to be connected together in one run. Unit closest to wall will connect to plugs in the power skirting or dry wall.</p> <p>Furniture contractor will supply, install and connect the “corporate connections” under the desks and will connect the units to the electrical point provided in the power skirting or dry wall.</p>
7.	Ground Floor	7.1	3	<p><b>Registry Clerks x 12 (Ground Floor): Open Plan 4 way cluster:</b></p> <p>4 x 2000mm x 800mm desk tops in 32mm melawood “summer oak” with 2mm matching pvc edge with 2 x 75mm cut-outs per desk for cabling, including covers for cut-outs to match</p>

			<p>“summer oak” 4 x 416mmw x 575mmd x 718mmh 3-drawer desk high pedestals with 2 x standard drawers with pen and pencil tray insert in the top drawer and 1 x deep filer.</p> <p>Fitted with silver bow handles and central locking mechanism. Outer edge or drawer unit in 16mm “summer oak” with 2mm matching pvc edging. Inner pedestal, drawer units and drawer fronts are to be in melawood “super white” with 2mm matching pvc edge. 2x 1584 mm w x 864 mm h x 32 mm d panel with double sided pin board upholstered in WW” Mirage 8668”</p> <p>CPU holder under table in black:</p> <p>4 x 3500mmw x 100mmh x 40mmd 2-tier cable channels in 1mm mild steel powder coated silver fitted under desks. Top channel for data, bottom channel for power. “Corporate connections” (or similar) per desk – 2 x red dedicated plugs, 1 x white normal power, 1 x 2-pin plug. Units to daisy chain under the desks in the cable channels. Maximum of 3 3 desks to be connected together in one run. Unit closest to wall will connect to plugs in the power skirting or dry wall. Furniture contractor will supply, install and connect the “corporate connections” under the desks and will connect the units to the electrical point provided in the power skirting or dry wall.</p>
<b>8. Ground Floor</b>	<b>8.1</b>	<b>1</b>	<p>Registry Offices x 2 Officials (ground floor):</p> <p>2 x 2000mm x 800mm desk tops in 32mm “summer oak” with 2mm matching pvc edge with 2 x 75mm cut-outs per desk for cabling, including covers for cut-outs to match “summer oak” 4 x 416mmw x 575mmd x 718mmh 3-drawer desk high pedestals with 2 x standard drawers with pen and pencil tray insert in the top drawer and 1 x deep filer. Fitted with silver bow handles and central locking mechanism. Outer edge or drawer unit in 16mm summer oak” with 2mm matching pvc edging. Inner pedestal, drawer units and drawer fronts are to be in “super white” with 2mm matching pvc edge. - 1 X 1584mmW x 864mmH X 32mmD Panel with double sided pinboard upholstered in WW” Mirage 8668”</p> <p>CPU holder under table in black.</p> <p>4 x 3500mmw x 100mmh x 40mmd 2-tier cable channels in 1mm mild steel powder coated silver fitted under desks. Top channel for data, bottom channel for power. “Corporate</p>

			<p>connections” (or similar) per desk – 2 x red dedicated plugs, 1 x white normal power, 1 x 2-pin plug. Units to daisy chain under the desks in the cable channels. Maximum of 3 3 desks to be connected together in one run. Unit closest to wall will connect to plugs in the power skirting or dry wall.</p> <p>Furniture contractor will supply, install and connect the “corporate connections” under the desks and will connect the units to the electrical point provided in the power skirting or dry wall.</p>
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### 2.1.2 Management Component

Roles	Experience	Qualification
Project Manager	<p><b>Minimum:</b> The Project Manager must have at least 3 years project management experience in managing projects related to the design, manufacture and installation of furniture.</p> <p>CV must be attached as proof.</p>	Certificate in Carpentry

## 2.2. DELIVERY ADDRESS

1.	Master of North Gauteng High Court 351 Francis Baard Street, Pretoria 0001	Next to Louis Pasture Hospital: Pretoria: Gauteng Province
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## 2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

Prospective Bidders are referred to stipulated measurements and may visit the delivery addresses highlighted under paragraph 2.2 above.

## 3. REQUIREMENTS

### 3.1. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

The required furniture must be made of high-quality standard and be durable.

## 4. BID EVALUATION STAGES

- i. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
- ii. **The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	Yes
Stage 2	Technical Mandatory requirement evaluation	Yes
Stage 3	Technical Functionality requirement evaluation	Yes
Stage 4	Special Conditions of Contract verification	Yes
Stage 5	Price / Specific Goals Evaluation	Yes

## ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

### 5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

#### 5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- (1) The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the DOJ&CD is unable to verify whether the pre-qualification requirements are met, then DOJ&CD reserves the right to-

- (a) Reject the bid and not evaluate it, or
- (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

#### 5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
- (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
  - (b) in the correct format as one original document and one copy on memory stick / USB.
- (2) **Attendance of non-compulsory virtual briefing session**
- (3) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

RETURNABLE DOCUMENT THAT MUST BE SUBMITTED		
Pricing Schedule (Firm Price) – SBD 3.1	YES	• Complete and sign the supplied document (SBD 3.1).
DECLARATION OF INTEREST – SBD 4	YES	• Complete and sign the supplied document (SBD 4).
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT	YES	• Complete and sign the supplied document (SBD 6.1).

<b>RETURNABLE DOCUMENT THAT MUST BE SUBMITTED</b>		
<b>REGULATIONS 2022 – SBD 6.1</b>		
<b>GOOD STANDING ON TAX AFFAIRS</b>	<b>YES</b>	<ul style="list-style-type: none"> <li>The bidders must be in good standing with SARS in respect of any relevant legislative tax commitments and must provide together with the bid response a SARS pin number for verification purposes.</li> </ul>
<b>REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)</b>	<b>YES</b>	<p>Bidders must be registered on the Central Supplier Database (CSD).</p> <ul style="list-style-type: none"> <li>If you are not registered proceed to complete the registration of your company prior to submitting your Bid. Visit <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> to obtain your vendor number.</li> <li>Must submit CSD MAAA number</li> </ul>
<b>TWO ENVELOPE SYSTEM</b>	<b>YES</b>	<p>Prospective bidders must package separate submissions in respect of the technical and financial proposal.</p> <ul style="list-style-type: none"> <li>Failure to adhere to this will lead to Automatic disqualification.</li> </ul>

## ANNEX A.2: TECHNICAL MANDATORY REQUIREMENTS

### 6. TECHNICAL MANDATORY

#### 6.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- (3) The bidder **must complete the declaration of compliance** as per section 6.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- (4) The bidder **must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS** in order for the bid to proceed to the next stage of the evaluation.
- (5) **No URL references or links will be accepted as evidence.**

#### 6.2. TECHNICAL MANDATORY REQUIREMENTS

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
<b>1. The Bidder must provide proof of physical address of where the furniture will be manufactured. Failure to submit the physical address will result in disqualification.</b>	The bidder must provide verifiable proof of the physical address where the furniture will be manufactured. Acceptable proof includes: <ul style="list-style-type: none"><li>• A municipal utility account (water, electricity, or rates) not older than three (3) months from the date of advertisement; or</li><li>• A valid lease agreement or permission-to-occupy letter issued by the property owner or relevant authority.</li></ul>	Provide unique reference to locate substantiating evidence in the bid response

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
	<ul style="list-style-type: none"> <li>The document must clearly reflect the name of the bidder and the address of the manufacturing site.</li> </ul> <p>Failure to submit the required information and substantiating evidence will result in disqualification.</p>	
<b>2. Warranty Letter for workmanship guarantee</b>	At least for a minimum of twelve (12) months.	Provide unique reference to locate substantiating evidence in the bid response

### 6.3. DECLARATION OF COMPLIANCE

	<b>Comply</b>	<b>Not Comply</b>
<p>The bidder declares by <b>indicating with an "X"</b> in either the "COMPLY" or "NOT COMPLY" column that –</p> <p>(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND</p> <p>(b) Each and every requirement specification is substantiated by evidence as proof of compliance.</p>		

## ANNEX A.3: TECHNICAL FUNCTIONAL MANDATORY REQUIREMENTS

### 7. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

#### 7.1. INSTRUCTION AND EVALUATION CRITERIA

1. The bidder **must complete in full all of the TECHNICAL FUNCTIONALITY requirements.**
2. Where necessary, the bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiating evidence that cannot be located in the bid response as “NOT COMPLY”.
3. **Evaluation per requirement.** The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY MANDATORY requirement will be evaluated using a rating as indicated per functionality requirement.
4. A panel representing the Department will evaluate the proposals received according to a set of evaluation criteria. In respect to the evaluation matrix, the prospective service bidders will be rated from **0 to 3 in the scoring guide** in that:

#### 7.2 SCORING GUIDE

Score	Meaning	Explanation
0	Non-responsive	No evidence / no relevant information / does not meet the requirement.
1	Poor response	Partially meets minimum requirements; insufficient evidence provided.
2	Good response	Fully meets and complies with specification; adequate supporting evidence.
3	Excellent Response	Exceeds specification requirements; strong evidence of added value, innovation, or best practice.

5. **Weighting of requirements:** The full scope of requirements will be determined by the following weights:

No.	Technical Functionality requirements	Weighting
1.	Approach and Methodology	30
2.	Management Component	20
3.	Demonstrable Experience	20
4.	Financial Stability	30
<b>TOTAL</b>		<b>100 %</b>

6. **Minimum threshold.** To be eligible to proceed to the next stage of the evaluation the bid must achieve a minimum threshold score of **60%**.

### 7.3 TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

No.	Technical Functionality mandatory requirements	Scoring	Weighting
1.	<p>Approach and Methodology in the manufacture, supply, delivery and installation of office furniture;</p> <p>i. Project plan detailing:</p> <p>a. The time frames, capacity during the project to manufacture office furniture so that the delivery and installation of the furniture must take place within 90 days from date of award.</p> <p>b. Supervisory support that will execute the installations supervision.</p> <p>c. Quality control mechanism.</p> <p>d. Drawing configuration and 100% colour images of the required furniture solution as per the requirements of the specification.</p>	<p><b>Rating Scale</b></p> <p>a) <i>Exceeds the requirements a, b, c, d and e; strong evidence of added value, innovation, or best practice</i> <b>=3</b></p> <p>b) <i>Fully meets requirements for a, b, c, d and e; adequate supporting evidence</i> <b>=2</b></p> <p>c) <i>Partially meets minimum requirements of a, b, c, d and e</i> <b>=1</b></p> <p>d) <i>No evidence / no relevant information / does not meet the requirement</i> <b>=0</b></p>	<b>30</b>

	e. Standards – Include information regarding your entity’s usage of widely known Industry Standards and guidelines, as they apply to your entity.		
2.	<p><b>Project Manager Experience Management Component</b></p> <p>The Project Manager must have at least 3 years project management experience in managing projects related to the design, manufacture and installation of furniture as per paragraph 2.1.2. The Project Managers CV must be attached as proof.</p>	<p><b>Rating Scale</b></p> <p>a) <i>Exceeds the requirements with strong evidence for a Project Manager with an experience of more than 4 years</i> =3</p> <p>b) <i>Fully complies with the minimum requirements for a Project Manager; adequate supporting evidence be provided with an experience of 3 to 4 years</i> =2</p> <p>c) <i>Partially meets minimum requirements for Project Manager with an experience of below 3 years</i> =1</p> <p>d) <i>No evidence / no relevant information / does not meet the requirement</i> =0</p>	20
3.	<p><b>Demonstrable Experience</b></p> <p>Submit contactable three (3) reference letters for similar work indicating the following:</p> <ul style="list-style-type: none"> <li>i. Relevant contact details,</li> <li>ii. Value of contracts previously held,</li> </ul>	<p><b>Rating Scale</b></p> <p>a) <i>Exceeds the requirements and has more than three (3) letters</i> =3</p> <p>b) <i>Fully meets and complies with the number three (3) letters required</i> =2</p> <p>c) <i>Partially meets minimum requirements</i> =1</p>	20

	Name of the organization, the project type, Organization contact person, and year project was implemented and completed.	d) <i>No evidence / no relevant information / does not meet the requirement</i> <b>=0</b>	
4	<p><b>Financial Stability</b> Financial capability and capacity whether the tenderer have access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims).</p> <p>The bidder must submit latest bank statements bearing a bank stamp (Bank Stamp not older than one Month as at closing date) or provide proof of financial resources confirming access to one or more of the following: cash flow support, a bridging finance facility, or an overdraft facility.</p>	<p><b>Rating Scale</b></p> <p>a) <i>R2.6 million rating score: Exceeds the requirements</i> <b>=3</b></p> <p>b) <i>R2.3 million rating score: Fully meets and complies with the minimum requirements</i> <b>=2</b></p> <p>c) <i>Below R2 million rating score: Partially meets minimum requirements</i> <b>=1</b></p> <p>d) <i>Below R1 million: Does not meet the requirement</i> <b>=0</b></p>	<b>30</b>
<b>TOTAL</b>			<b>100 %</b>

## **ANNEX A.4: SPECIAL CONDITIONS OF CONTRACT (SCC)**

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### **8. SPECIAL CONDITIONS OF CONTRACT**

#### **8.1. INSTRUCTION**

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, DOJ&CD reserves the right to include or waive the condition in the signed contract.
- (2) DOJ&CD reserves the right to –
  - (a) Negotiate the conditions, or
  - (b) Automatically disqualify a bidder for not accepting these conditions.
- (3) In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, DOJ&CD will invoke the rights reserved in accordance with subsection 8.1(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 11.6 below by marking with an “X” either “ACCEPTS ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

#### **8.2. CONTRACTING CONDITIONS**

- (1) **Contracting condition will be as follows:**
  - (a) **Manufacturing Site:** The DOJ&CD reserves the right to conduct site visits to the supplier’s manufacturing site prior to awarding and during the existence of the contract.
  - (b) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with DOJ&CD.
  - (c) **Right of Award.** DOJ&CD reserves the right to award the contract for required goods or services to multiple Suppliers.
  - (d) **Right to Audit.** DOJ&CD reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.
  - (e) All information, documents, and reports regarding this bid must be regarded as confidential and may not be made available to any unauthorized person or institutions without the written consent of the Accounting Officer of the DOJ&CD of his/her delegate.
  - (f) The DOJ&CD reserves the right to cancel the award in the case of any misrepresentation by the bidder and report the matter to National Treasury.
  - (g) The DOJ&CD reserves the right to contact all references provided for verification purposes.

- (h) The contract to be concluded with the successful bidders(s) will be valid as from the date of commencement and, the service level agreement and/or execution plan must be signed by the delegated authority and service provider within 90 days from the date of acceptance of the letter of award or at a date agreed upon.
- (i) **Contract Duration.** The Department will enter into a once off contract duration with the successful bidder(s) for the Manufacture, supply, Delivery and Installation of office furniture required at Master of High Court Pretoria, in Gauteng Province. Delivery and installation of the furniture must take place within **90 days** from date of award or at a date agreed upon.

(2) **DELIVERY ADDRESS**

The supplier must deliver the required products or services at the physical locations as specified in section 2.2 above.

(3) **REPORTING FRAMEWORK**

The bidders must provide a progress report in writing for each delivery phase and the report should include the following:

- (a) Details of progress achieved towards meeting all deliverables, against the scope of work;
- (b) Challenges encountered and proposed remedial actions and
- (c) Project review.

(4) **COMMUNICATION**

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

(5) **MATERIALS AND WORKMANSHIP.**

- (a) All materials utilized for purposes of this contract shall be new and both workmanship and materials shall be of the highest standards and quality of the several trades employed.
- (b) All work shall be executed in strict compliance with dimensional design requirements of the manufacturer's drawings and specifications and under direct supervision of competent representatives of the bidders;
- (c) Methods of fabrication, assembly, and erection, unless otherwise specifically stated, shall be to the specification of the manufacturer and it shall be the bidder's responsibility to guarantee to the satisfactory performance as herein specified;

- (d) Metal and wood furniture shall be fabricated and rigidly assembled by skilled work persons of the highest grade known to the trade and to the complete satisfaction of the manufacturer/designer;
- (e) Reinforcing as required to ensure a rigid and secure assembly shall be provided where necessary, even if not detailed on the drawings. Exposed surfaces shall be free from dents, tool marks, warp-age, buckle, glue and open joints. All joints, corners, and miters shall be accurately fitted and rigidly secured with hairline contacts. Fastenings shall be concealed. Threaded connections shall be made up tightly so that threads are entirely concealed;
- (f) Metal work shall be fabricated and fastened so that work will not be distorted nor the fasteners overstressed from the expansion and contraction of the metal;
- (g) All soldering shall be in accordance with the specifications of the manufacturers of the parent metals involved. Soldering shall be employed only for filling or sealing of joints, and shall not be relied upon for mechanical strength. Immediately after soldering, all fluxes shall be removed by washing with a strong neutralizing solution, followed by clean water rinse and drying;
- (h) All work shall be fitted and assembled in the shop insofar as practicable. Units which are too large for shipment to project site shall be marked and disassembled, retaining units in sizes as large as possible for shipment and erection. All dimensions for recessed file unit(s) and systems furniture panel runs shall be verified in the field. All exposed work shall be carefully matched to produced continuity of and design. All finishes shall match samples as approved by Designer in all respects. Gluing of plastic laminate surfacing materials and of face veneers shall, where possible, be by the hotplate method and glued surfaces shall be in close contact throughout. Glue stains will not be permitted.
- (i) The successful bidder/s shall provide samples of the fabrics specified in the bid document for the Department to choose which fabric colours are to be used in the manufacturing of chairs.

**(6) DELIVERY AND INSTALLATION**

- (a) Manufactured materials shall be delivered in the original packages, containers or bundles bearing the name of the manufacture and the brand. Temporary coverings, provided at the bidder's option to protect the work during shipment, storage and installation, shall be carefully selected to avoid development of deleterious effects in the work;
- (b) All manufactured articles, materials and equipment shall be applied, installed, connected, erected, stored, used, cleaned and conditioned in accordance with the manufacturer's written specifications or instructions unless hereinafter specified to the contrary;

- (c) Any furniture which does not conform to the specification requirements or standards shall be disapproved and condemned by DoJ&CD and in which case it shall be removed and replaced by the bidders before any payments are processed;
- (d) In the event of the bidders requiring any additional workforces to ensure completion of work within the agreed time, this would be for the account of the bidders;
- (e) Installations must be done under constant supervision of the bidder's qualified technicians and or authorized representatives;
- (f) All work must be done to the acceptable standard level of the trade and to the satisfaction of the manufacturer/designer as well as DoJ&CD
- (g) Where applicable, all file, storage or wall units /cabinets shall be bolted together side to side and all over file storage cabinets and all counter tops securely fastened
- (h) Special care shall be taken in the handling of the furniture to avoid it either being scratched or defaced during the course of installation. No materials showing evidence of such mishandling shall be accepted and shall be replaced by the bidders at his/her expense;
- (i) All units which have been warped, bowed, deformed or otherwise damaged or defaced shall not be installed. The bidders shall remove and replace such item as required;
- (j) Any carpeting, glass panels, wall surfaces, etc. affected (dirtied or broken) during the installation, need to be cleaned or replaced as part of final installation of such area where the furniture is delivered;
- (k) The corporate connections must be installed within the desks and form part of the desk installation; and
- (l) Delivery will be required in phases based on the project plan as agreed by the project team. This plan will be communicated with the successful bidders.

**(7) PACKAGING**

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

**(8) TRAVEL**

Travel between the prospective contractor's place of work to the respective sites i.e. Master of High Court Pretoria will be at the contractor's cost.

**(9) PAYMENT**

- (a) Advance payment will not be made and payments shall be processed on the satisfactory delivery and installation per phase completed on site and to the satisfaction of the DoJ & CD representative certifying that such furniture was delivered and installed satisfactorily.
- (b) Invoices shall be paid in terms of the Public Finance Management Act (PMFA) and shall therefore be paid within (30) days.
- (c) Disputed invoices will be dealt with in line with National Treasury Instruction Note 01 of 2019/2020.

**(10) POLICIES & PROCEDURES**

The successful bidders must at all times comply with the DoJ & CD's Supply Chain Management (SCM) policies and procedures.

**(11) SCOPE OF WORK AND DELIVERY SCHEDULE**

The Supplier is responsible to perform the work as outlined in the following Work Breakdown Structure (WBS):

<b>WBS</b>	<b>Statement of Work for Product Required</b>	<b>Delivery Timeframe From commencement of the contract</b>
1.	60% of Furniture supplied, delivered and installed	30 days
2.	40% of Furniture supplied, delivered and installed	30 days

**(12) SUPPLIER PERFORMANCE REPORTING**

- (a) The service provider will be required to provide reports, including presentations on status of the project on a weekly basis / as required.
- (b) All reporting will be aligned to DOJ&CD approved templates to be issued to the successful bidder.

**(13) DELAYS IN THE SUPPLIER'S PERFORMANCE**

- (a) If at any time during performance of the contract, the supplier or its subcontractor (s) should encounter conditions impeding timely delivery of the goods and performance of service, the supplier shall promptly notify the Department (purchaser) in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Department (purchaser) shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without the imposition of

penalties, in which case the extension shall be ratified by the parties by amendment of contract

- (b) Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

#### **(14) PENALTIES**

- (a) The manufacturing, supply, delivery and installation of all the office furniture shall be completed by the contractor within 90 calendar days from date of award. Supply, delivery and installation to take place according to the Work Breakdown structure in paragraph 11 above. Failure to adhere to these timeframes will result in a monetary penalty of 25% of the value of the furniture that was not delivered by the due date.
- (b) The enforcement of a penalty does not exempt the bidder from resolving a problem. The penalty will be enforced on payment of the goods once delivered.

#### **(15) MANUFACTURING**

During the manufacturing stage, the contractor will on request from DoJ & CD, be required to arrange and accompany DoJ & CD officials on further visits to the factories where the furniture is manufactured, during the manufacturing process and prior to delivering such to inspect and verify progress of products being manufactured for DoJ & CD. The purpose of the inspection is to ensure faithful adherence to specifications, quality standards, and completion of manufacturing and shipment within the specified time.

#### **(16) CLEANING UP**

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

#### **(17) GUARANTEE**

- (a) The supplier shall replace any furniture that is defective/broken within the first 12 months from date of delivery.
- (b) The successful bidders will be required to provide furniture parts, spares, consumables and appurtenances that become defective during the warranty period and fix without any charge.

- (c) The DOJ&CD requires a minimum of 5 years guarantee from the prospective bidders against factory faults.

**(18) CERTIFICATION, EXPERTISE AND QUALIFICATION**

- (a) **The Supplier represents that,**
  - (i) it has the necessary expertise, skills, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
  - (ii) it is committed to provide the Services; and
  - (iii) perform all obligations detailed herein without any interruption to DOJ&CD.
- (b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- (c) The Supplier must perform the services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

**(19) LOGISTICAL CONDITIONS**

- (a) The service provider will be expected to deliver the service/product requirements as per scope of work.
- (b) In the event that DOJ&CD grants the Supplier permission to access DOJ&CD's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to DOJ&CD's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- (c) All items to be clearly marked by means of a removable tag or sticker being displayed on the item reflecting the room number/office location to which each item must be delivered/ installed. The specification item list must be utilized by the supplier for this purpose prior to the items being delivered on site.
- (d) All deliveries on site must take place in the presence of a member of the supplier who is at the level of supervisor and who will have the ability to oversee the correct distribution of the items on site in co-operation with DOJ & CD.
- (e) Any damages that may be caused to the building in the cause of delivery or installation on site must be restored by the supplier to its original standard.
- (f) **Tools of Trade.** The Supplier must bring own tools of trade.
- (g) **On-site and Remote Support.** The Supplier must be available on-site.

**(20) COVER QUOTING**

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

**(21) DELETION AND AMENDMENTS**

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

**(22) REGULATORY, QUALITY AND STANDARDS**

The Supplier must for the duration of the contract ensure compliance with Protection of Personal Information Act, 2013 (POPIA).

**(23) PERSONNEL SECURITY CLEARANCE**

- (a) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).
- (b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) The Supplier must provide proof of security vetting.

**(24) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**

- (d) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (e) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
  - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
  - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
  - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
  - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;

- (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
  - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
  - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
  - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
  - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- (b) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
  - (c) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
  - (d) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

**(25) INTELLECTUAL PROPERTY RIGHTS**

- (a) DOJ&CD retains all Intellectual Property Rights in and to DOJ&CD's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of DOJ&CD's Intellectual Property for the sole purpose of providing the Products or Services to DOJ&CD pursuant to this Contract; provided that the Supplier must not be permitted to use DOJ&CD's Intellectual Property for the benefit of any entities other than DOJ&CD without the written consent of DOJ&CD, which consent may be withheld in DOJ&CD's sole and absolute discretion. Except as otherwise requested or approved by DOJ&CD, which approval is in DOJ&CD's sole and absolute discretion, the Supplier must cease all use of DOJ&CD's Intellectual Property, at of the earliest of:
- (i) termination or expiration date of this Contract;
  - (ii) the date of completion of the Services; and
  - (iii) the date of rendering of the last of the Deliverables.
- (b) If so required by DOJ&CD, the Supplier must certify in writing to DOJ&CD that it has either returned all DOJ&CD Intellectual Property to DOJ&CD or destroyed or deleted all other DOJ&CD Intellectual Property in its possession or under its control.
- (c) DOJ&CD, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

**(26) SUPPLIER DUE DILIGENCE**

DOJ&CD reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

**8.3. DECLARATION OF COMPLIANCE**

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>(1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR</p> <p>(2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 8.2 above by -</p> <p>(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;</p> <p>(b) Provide reason and proposal for each of the conditions that is not accepted.</p>		
<p><b>Comments by bidder:</b></p> <p>Provide reason and proposal for each of the conditions not accepted as per the format:</p> <p>Condition Reference:</p> <p>Reason:</p> <p>Proposal:</p>		

## **ANNEX A.5: COSTING AND PRICING**

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### **9. COSTING AND PRICING**

#### **9.1. COSTING AND PRICING EVALUATION**

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
  - (a) the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
  - (b) the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –
  - (a) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
  - (b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
- (3) The bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.
- (4) Bidder will be bound by the following general costing and pricing conditions and DOJ&CD reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between DOJ&CD and the bidder. However, DOJ&CD reserves the right to include or waive the condition in the Contract.

#### **9.2. COSTING AND PRICING CONDITIONS**

- (1) **SOUTH AFRICAN PRICING.** The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (2) **TOTAL PRICE**
  - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
  - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
  - (c) All additional costs must be clearly specified.
- (3) **BID EXCHANGE RATE CONDITIONS.** In the event the proposed bid price includes imported content, the bidders must use the exchange rate provided below to enable DOJ&CD to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	
1 Euro	
1 Pound	

### 9.3. BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted Refer to section 9.

**DOJ&CD reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.**

### 9.4. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 9.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 9.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the condition not accepted.		
<b>Comments by bidder:</b> Provide the condition reference, the reasons for not accepting the condition.		

## **ANNEX A.6: TERMS AND DEFINITIONS**

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### **10. ABBREVIATIONS**

<b>CSD</b>	Supplier on National Treasury Central Supplier Database
<b>DOJ&amp;CD</b>	Department of Justice and Constitutional Development
<b>GCC</b>	General Conditions of Contract
<b>POPIA</b>	Protection of Personal Information Act, 2013
<b>PPPFA</b>	Preferential Procurement Policy Framework Act
<b>R</b>	South African Rand
<b>SARS</b>	South African Revenue Services
<b>SBD</b>	Standard Bidding Document
<b>SCC</b>	Special Conditions of Contract
<b>SCM</b>	Supply Chain Management
<b>WBS</b>	Work Breakdown Structure
<b>VAT</b>	Value added Tax
<b>ZAR</b>	South African Rand

# ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

## 11. TECHNICAL FUNCTIONAL MANDATORY REQUIREMENT EVIDENCE

### 11.1 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

- a) Bidder must provide contactable reference letters from customers to whom the supply, delivery and installation of furniture service/project was rendered;
- b) Project end-date must be current or not older than 6 years from date this bid is advertised,
- c) Scope of work must be related to supply, delivery and installation of furniture.

Table 1: References

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work	Project Start and End-date
1				
2				
3				
4				
5				

### 11.2 PRODUCT / SERVICE FUNCTIONAL REQUIREMENT

(The bidder must submit the relevant evidence supporting the above requirement)

### 11.3 BIDDER DECLARATION

I, the bidder (Full names).....representing (company name)..... Hereby confirm that I comply with the above Technical Mandatory Requirements and understand that it will form part of the contract and is legally binding.

Thus done and signed at ..... On this.....day of.....20....

.....

Signature

Designation:

## SBD 1 PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ&amp;CD</b>					
BID NUMBER:	RFB 06-2025	CLOSING DATE:	05 DECEMBER 2025	CLOSING TIME:	11h00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURING, SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE: MASTER OF HIGH COURT, PRETORIA				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Tender Box, Momentum Centre, 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
E-MAIL ADDRESS	SCM@justice.gov.za	E-MAIL ADDRESS		SCM@justice.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE 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]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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**

**BID SUBMISSION:**

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

**TAX COMPLIANCE REQUIREMENTS**

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  
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.  
APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.  
BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.  
IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.  
WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  
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: .....

**SBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

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

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

Name of bidder.....	Bid number: RFB 06-2025
Closing Time 11:00	Closing date: 05 December 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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Required by: .....

- At: .....

Brand and model .....

Country of origin .....

-Does the offer comply with the specification(s)? \*YES/NO

If not to specification, indicate deviation(s) .....

Period required for delivery .....

\*Delivery: Firm/not firm

Delivery basis .....

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

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

\*Delete if not applicable

## SBD4 - 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

3.1. 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. 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

3.1. 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..1. If so, furnish particulars:

.....  
 .....

3.1. 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..1. If so, furnish particulars:

.....  
 .....

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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.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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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.

## **SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

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### **1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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 written 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

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

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

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

Where

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

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender.

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s		10		
Enterprises with ownership of 51% or more by person/s who are woman		5		
Enterprises with ownership of 51% or more by person/s who are youth		3		
Enterprises with ownership of 51% or more by person/s with disability		2		

**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.

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







