

SASSA: SASSA: 05-24-CS-FS

INVITATION TO BID

THE SOUTH AFRICAN SOCIAL SECURITY AGENCY HEREBY INVITES PROPOSALS FROM POTENTIAL SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) FREE STATE REGION

PROPOSALS MUST BE DEPOSITED IN THE BID HELD BOX SITUATED AT:

: SASSA House Iustitia Building (Ground Floor),
Cnr St Andrews and Aliwal Street,
Bloemfontein
9300

Date of publication : 13 November 2024
CLOSING DATE : 09 December 2024
TIME : 11:00

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

CONTACT : Ms Ebeth Enslin – 051 410 8424
Email: EbethE@sassa.gov.za

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT : Mr Sello Masama – 051 683 6362
Email: SelloMas@sassa.gov.za

WHERE DOCUMENTS BID CAN BE OBTAINED:

<https://etenders.treasury.gov.za>
<https://etenders.treasury.gov.za/>
<http://www.sassa.gov.za>

Stamp Out Social Grants Fraud and Corruption
Call 0800 60 10 11/ 0800 701 701



*[paying the right social grant, to the right person,
at the right time and place. NJALO!]*

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN SOCIAL SECURITY AGENCY					
BID NUMBER:	SASSA: 05-24-CS-FS	CLOSING DATE:	09 DECEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	THE SOUTH AFRICAN SOCIAL SECURITY AGENCY HEREBY INVITES PROPOSALS FROM POTENTIAL SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) FREE STATE REGION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA HOUSE FREE STATE REGIONAL OFFICE, IUSTITIA BUILDING, GROUND FLOOR, CNR ST ANDREWS AND ALIWAL STREET, BLOEMFONTEIN					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR SELLO MASAMA		CONTACT PERSON	MS EBETH ENSLIN	
TELEPHONE NUMBER	051 683 6362		TELEPHONE NUMBER	051 410 8424	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	SelloMas@sassa.gov.za		E-MAIL ADDRESS	EbethE@sassa.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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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 THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS 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:

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: SASSA: 05-24-CS-FS
Closing Time 11:00	Closing date: 09 DECEMBER 2024

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**

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1** 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.
- 1.2** 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.

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.

STANDARD BIDDING DOCUMENT (SBD) 4

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;

STANDARD BIDDING DOCUMENT (SBD) 4

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.

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

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of

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.

STANDARD BIDDING DOCUMENT (SBD) 4

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

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.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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:

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- $P_{\min}$ = Price of lowest acceptable tender

3.2. 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:

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18	
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16	
B-BBEE Status Level 1 - 2 contributor	14	
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12	
B-BBEE Status Level 3 - 4 contributor	8	
B-BBEE Status Level 5 - 8 contributor	4	
Others (Non-Compliant)	0	

Returnable document to claim points	Please tick below for the attached document
1. B-BBEE Certificate	
2. Sworn Affidavit (EME or QSE)	
3. CSD registration number	

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:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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

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

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

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.SASSA: 05-24-CS-FS.....

ISSUED BY: (Procurement Authority / Name of Institution):

.....**SASSA**.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

Tender No.	SASSA: 05-24-CS-FS
Tender description:	Office Furniture
Designated product(s)	Furniture Products
Tender Authority:	SASSA
Tendering Entity name:	
Tender Exchange Rate:	
Specified local content %	

(C1)
(C2)
(C3)
(C4)
(C5)
(C6)
(C7)

Note: VAT to be excluded from all calculations

Pula EU GBP

Tender item no's	List of items	Calculation of local content				Tender summary		
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)
1	High Back Operator Chair							206
2	Heavy Duty Operator Chair							102
3	Visitor's chair							100
4	General Workstations (Left Hand)							19
5	General Workstations (Right Hand)							18
6	Three silver line chairs							108
7	4-Drawer steel lockable cabinet							120
8	Two seater cubicles							28
9	Executive Desk							4
10	Chairs							8
11	Canteen Round Table							2
(C20) Total tender value								
(C21) Total Exempt imported content								R 0
(C22) Total Tender value net of exempt imported content								R 0
(C23) Total imported content								R 0
(C24) Total local content								R 0
(C25) Average local content % of tender								

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(01)	Tender No.	SASSA: 05-24-CS-FS
(02)	Tender description:	Office Furniture
(03)	Designated Products:	Furniture Products
(04)	Tender Authority:	SASSA
(05)	Tendering Entity name:	
(06)	Tender Exchange Rate:	

Note: VAT to be excluded from all calculations

Pula EU GBP

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
									(D19) Total exempt imported value		R 0

(D19) Total exempt imported value	R 0
-----------------------------------	-----

This total must correspond with
Annex C - C 21

B. Imported directly by the Tenderer

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
									(D32) Total imported value by tenderer		R 0

(D32) Total Imported value by tenderer	R 0
--	-----

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

[illegible]

(D45) Total imported value by 3rd party	R 0
---	-----

D. Other foreign currency payments

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

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

Signature of tenderer from Annex B

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

This total must correspond with
Annex C - C 23

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SASSA: 05-24-CS-FS
(E2)	Tender description:	Office Furniture
(E3)	Designated products:	Furniture Products
(E4)	Tender Authority:	SASSA
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	High Back Operator Chair		
	Heavy Duty Operator Chair		
	Visitor's chair		
	General Workstations (Left Hand)		
	General Workstations (Right Hand)		
	Three silver line chairs		
	4-Drawer steel lockable cabinet		
	Two seater cubicles		
	Executive Desk		
	Chairs		
	Canteen Round Table		

(E9) Total local products (Goods, Services and Works) R 0

(E10) Manpower costs (Tenderer's manpower cost) R 0

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

DESCRIPTION OF BID: SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) FREE STATE REGION - SASSA: 05-24-CS-FS

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

.....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:.....

(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1 **DATE:**.....

2 **DATE:**.....



*[paying the right social grant, to the right person,
at the right time and place. NJALO!]*

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that
I am the sole owner of the business trading as

.....

SIGNATURE.....

DATE.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by
every partner:

.....

.....

.....

.....

We, the undersigned partners in the business trading as

.....

hereby authoriseto sign this bid as well as
any contract resulting from the bid and any other documents and correspondence in
connection with this bid and /or contract on behalf of

.....

SIGNATURE

SIGNATURE

SIGNATURE

.....

.....

.....

DATE

DATE

DATE



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at the right time and place. NJALO!*]

South African Social Security Agency
Free State Region

Iustitia Building • Cnr Aliwal & St. Andrews Street • Bloemfontein
Private Bag X20553 • Bloemfontein 9300

www.sassa.gov.za

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at
Mr/Ms....., whose signature appears below, has
been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

.....
.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

DATE:

2.....

DATE:



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E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at.....
Mr/Ms....., whose signature appears below, has
been authorised to sign all documents in connection with this bid on behalf of (Name of
cooperative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1 **DATE:**.....

2 **DATE:**.....



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F. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(Whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... DATE:.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... DATE:.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... DATE:.....



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IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... **DATE:**.....

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(Whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... **DATE:**.....



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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

TERMS OF REFERENCE

FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) FREE STATE REGION.

1. OBJECTIVE

THE MAIN OBJECTIVE OF THIS BID IS:

To appoint a suitable independent supplier/s to supply, deliver and install office furniture for the South African Social Security Agency as per the agreed specifications in various offices in Free State region.

2. DELIVERABLES

The successful Bidder/s will be expected to supply, deliver and install office furniture at the South African Social Security Agency as per the agreed specifications in various SASSA offices around Free State Region.

3. SCOPE OF WORK

To supply, deliver and install office furniture in various offices around the Free State Region.

3.1. Extent of Work

The below mentioned commodities will form core of assets required (*Refer to detailed specification*):

3.1.1. Cubicles

3.1.2. Office Desks

3.1.3. Chairs



3.1.4. Filing lockable steel cabinet

3.1.5. Water coolers

3.1.6. Fridges

3.1.7. Microwave

3.2. Other Services

The winning bidder must remove, dismantle and place existing furniture at designated places in each office.

3.3. Delivery Addresses

The list of all offices where the furniture must be delivered is detailed in **ANNEXURE A**.

4. VALIDITY PERIOD

The validity period of this bid is 90 days and is calculated from the time and date that the bid closes.

5. PRICING

5.1. BILLING METHOD

5.1.1. The winning bidder may elect to bill the Agency (SASSA) in phases to be agreed upon during the signing of the award letter.

5.2. PRICING SCHEDULE

5.1.2. The Pricing Schedule documents form part of Terms of Reference and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Bid, Conditions of Contract, Specifications, Drawings and all other relevant documentation. Price proposals



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must strictly be prepared in line with the attached Technical specifications and price schedule. **ANNEXURE B**

5.3. VALUE ADDED TAX

5.1.3. The bid price must be inclusive of Value Added Tax (VAT).

6. SPECIAL CONDITIONS OF THE BID

- 6.1. Bidders shall comply 100% with the local content determination as per the SABS (South African Bureau of Standards) Technical specification SATS 1286:2011.
- 6.2. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.
- 6.3. The rates of exchange quoted by the bidder shall be verified for accuracy.
- 6.4. Only the SABS approved Technical Specification Number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D(Imported Content Declaration: Supporting Schedule to Annex C) and E(Local Content Declaration: Supporting Schedule to Annex C)] shall be used in calculating local content. *This is accessible to all potential bidders on the DTI's official website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost. NB: (All templates mentioned in 6.4 must be completed signed and submitted with the bid*
- 6.5. The declaration certificate for Local Production and Content (SBD 6.2) together with all annexures (Local Content Declaration: Summary Schedule) must be completed, dully signed and submitted by the bidder at the closing date and time of the bid.
- 6.6. Bidders must attach / provide documentation used for local content such as: Details of imported components; Direct importation costs; Import & Sales duty; Landing costs and Dock duties
- 6.7. If information on the origin of components, parts or material in the manufacturing process is not attached it will be deemed to imported content.



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6.8. Bidders are drawn to the attention of the following documents herein attached as **ANNEXURE :C**

- Guidance Document for the Calculation of Local Content
- SATS 1286.2011 edition 1

7. ADMINISTRATIVE RESPONSIVENESS

It is compulsory for all bid proposals to provide the following:

7.1. PROFILE OF THE COMPANY:

7.1.1. A comprehensive company profile, indicating details of joint ventures and sub-contracting arrangements if any and a proposal to indicate commitment, if any, towards building the regional economies.

7.1.2. Proof of experience and track record (past installations, achievements etc.) in the design, manufacturing, delivery and installation of office furniture on a similar scale supported by contactable references.

7.1.3. Referral letters that confirms that the company has previously supplied and installed office furniture.

7.1.4. Illustrations of previously supplied and installed similar office furniture elsewhere with photographs where possible.

7.2. PROJECT PLAN

7.2.1. A detailed work plan demonstrating the ability to deliver the estimated quantities within the required delivery period.

7.2.2. This would typically include a time-line covering the manufacturing of the goods, delivery and installation resources and capacity required and other risks and assumptions.

7.3. PLANNED JOINT VENTURES

7.3.1. Special Resolution of Consortia or JV's.

7.3.2. Joint Venture Involvement Declaration.

7.3.3. Joint-Venture Agreement.



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7.4. ADMINISTRATIVE COMPLIANCE

- Compliant Central Supplier Database report
- Originally Certified copies of all directors/trustees/shareholders/members Identity documents not older than 6 months.
- Completion of SBD Forms
 - SBD 1
 - SBD 3.1
 - SBD 4
 - SBD 6.1 must be fully completed for claiming of preference points, a failure of which will result in points not being awarded.
 - Valid B-BBEE Status Level verification Certificate or certified copies of or certified copies thereof/ Sworn Affidavit signed by the Commissioner of Oaths must be submitted together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a consolidated B-BBEE Status Level Verification Certificate must be submitted. Affidavits may only be commissioned by a person designated as a Commissioner of Oaths in terms of Section 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 - 10 July 1998.
 - SBD 6.2 and annexures C, D and E.(Annexure C to be submitted with SBD 6.2)

NB. Failure to submit the above documents may invalidate your bid.

8. EVALUATION CRITERIA

8.1. This bid proposal shall be evaluated in a three (3) stage evaluation process and in accordance with the 80/20 principle as follows:

EVALUATION STAGES	EVALUATION PROCESS
Stage One (1)	Minimum Thresholds for Local Production and Content
Stage Two (2)	Functionality Criteria
Stage Three (3)	Preference Point System (80/20)

8.1.1. Stage One – Evaluation in Terms of Stipulated Minimum Thresholds for Local Production and Content



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Phase One - Administrative Compliance	SCORE
All bidders must comply to point number 6 (Special Conditions of the Bid)	Stipulated minimum threshold per item
NB: Only bids that achieved minimum percentage for local production and content shall be evaluated further on functionality	

8.1.2. Stage Two – Evaluation in Terms of Functionality Criteria

	Stage Two – Functionality Criteria	100
8.1.2.1 Capability and Experience in the office furniture supply industry (Returnable documents, orders and contracts ect)	8.1.2.1.1 Prior and Current Projects in the office furniture industry (30 Points) <i>Projects shall be allocated values as follows:</i> 1 to 4 projects = 10 5 to 9 Projects = 20 10 to 14 Projects = 25 15 and above Projects = 30	60
	8.1.2.1.2 Value of the Highest office furniture Project completed (30 Points) Highest Project value carried by the bidder/s per project or projects running concurrently: R100 000 to R499 999 = 10 R500 000 to R1 999 999 = 20 R2 000 000 to R2 999 999 = 25 R3 000 000 and above = 30	
8.1.2.2 Methodology	8.1.2.2.1 Detailed project plan in terms including Work schedule/plan with clear deliverables and time frames = 10 8.1.2.2.2 How the furniture will be manufactured and installed (including manufacturing	30



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	plants, warehouse, labour, equipment, transportation, etc.) = 15 8.1.2.2.3 Contingency plan = 5	
8.1.2.3 Locality within the free state province	8.1.2.3.1 The potential Bidder/s must provide proof of locality within the Free State Province in a form of municipal account/ electricity account/ lease agreement accompanied by the lessor's utility bill / Eskom account/ bank statement. Locality in the Free State = 10 Locality in other provinces = 1	10

N.B. Bidders must score a minimum of 70 points on functionality to qualify to the next phase of evaluation as follows:

8.1.3 Stage Three - Price and Preference

Preference points claimed by bidders will be calculated and added to the points scored for price.

In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the state on the 80/20 preference point for Broad based Black economic empowerment in terms of which points are awarded to the bidders on the basis of :

- The bid price (maximum 80 points)
- Broad Based Black Economic Empowerment as well as specific goals (maximum 20 points)

The following formula will be used to calculate the points for the price in respect of bidders with Rand value up to R 50 000 000:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{\frac{80}{20}}$$

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\min}$ = Comparative price of lowest acceptable bid



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Calculating of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18	
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16	
B-BBEE Status Level 1 - 2 contributor	14	
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12	
B-BBEE Status Level 3 - 4 contributor	8	
B-BBEE Status Level 5 - 8 contributor	4	
OTHERS	0	
Note: In the event of a bidder claiming more than one specific goal category, the Agency will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBBEE Certificate/Sworn Affidavit submitted by bidder/CIPC etc.		

- **NB: Failure to submit Original and valid B-BBEE Status Level Verification Certificates or certified Copies thereof/ Sworn Affidavit signed by the Commissioner of Oaths will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.**



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- **Disability – Proof of medical report from a registered medical practitioner confirming disability status when claiming points based on disability.**

9 OTHER CONDITIONS OF THE BID

9.1 The General Conditions of Contract from National Treasury will apply for this bid.

9.2 When completing the tender document, the bidder may not deviate from the drawings, and the detailed specifications provided unless allowed to do so by the Agency in writing.

9.3 The Bidder/s is further advised to:

9.3.1 Examine all drawings and/or specifications prior to submitting proposals.

9.3.2 Acquaint themselves with the geographical extent of the offices.

9.3.3 Assess the extent and nature of the requirements.

9.3.4 Allow for the delivery and installation of the furniture items.

9.4 No claim on the grounds of lack of knowledge in respect of the aforementioned will be considered.

9.5 All information, documents, designs and sketches must be regarded as confidential and may not be used for any purpose other than for the one intended without a written consent of the Agency.

9.6 The successful bidder/s is/are 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 SASSA.

9.7 Where possible, SASSA will furnish the successful bidder with relevant available information that might be necessary for the execution of the contract.

9.8 Bids submitted must be in line with the attached annexure's / specifications. Failure to bid accordingly will result in disqualification of the bid.

9.9 SASSA reserves the right to award the tender to one or more bidder/s.

9.10 SASSA reserves the right to award the tender in whole or in part or not to award the tender at all.

9.11 All bid prices accepted from the successful bidder/s will remain fixed and firm.

9.12 The Agency reserves the right to refer components for testing to ensure that all specifications have been met.



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- 9.13 The successful bidder/s shall be expected to commence with delivery within two (2) weeks of award and shall be expected to complete delivery within three (3) months of contract being awarded.
- 9.14 SASSA will not be held liable for any expenses incurred by bidder/s during this bidding process.
- 9.15 Bids containing misrepresentation of any facts will upon discovery be immediately disqualified. SASSA reserves the right to cancel the contract of the winning bidder/s if this misrepresentation is discovered.
- 9.16 Bidders shall be notified of the decision of the Bid Adjudication Committee within 90 days of the closing of the Bid.
- 9.17 The contract shall be concluded between SASSA and the successful bidder/s.
- 9.18 SASSA reserves the right to invite bidder(s) to make a presentation on their proposals to the Bid Evaluation Panel.
- 9.19 Bidder/s must provide referral letters from past completed projects.
- 9.20 SASSA shall pay within thirty days after receipt of valid invoice
- 9.21 Part payments will be made throughout the contract period as per Service Level Agreement.
- 9.22 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission.
- 9.23 SASSA may, for any reason and at any time during the selection process, request any Bidder to supply further information and/ or documentation.
- 9.24 The appointment of the successful Bidder is subject to the conclusion of Service Level Agreement (SLA) between SASSA and the successful Bidder governing all rights and obligations related to the required services. The SLA shall be prepared by SASSA to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by SASSA (whether arising from the specifications of the proposal of the successful Bidder or otherwise).
- 9.25 After careful consideration and thorough examination of the proposals, SASSA shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements. The cheapest price offered will not necessarily be a decisive factor in choosing between Proposals.



9.26 Bidders which have not been selected shall be informed accordingly in writing. The name of the successful bidder will be published in the tender bulleting.

9.27 The Agency reserves the right to reject a product/s which the Agency deems to be below acceptable quality or standard.

9.28 Joint ventures are eligible to submit bids provided that:

9.28.1 This will only be considered to be valid if there is proof of agreement signed by all parties involved.

9.28.2 Submission of applicable: Resolution by the Legal Entity, or consortium / joint venture, authorizing a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.

9.28.3 In the case of sub-contracting or joint venture arrangement, the Agency (SASSA) will enter into a single contract with the principal bidder.

9.28.4 In case where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished:

9.28.5 Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of the project/ contract e.g. buying material.

10 FORMAT AND SUBMISSION OF BIDS

Bidders are requested to submit their bids in the following manner:

10.1 Bidders are required to quote per item on each annexure and to reflect these on the completed forms for furniture required. Failure to do so will disqualify the bid.

10.2 The Agency reserves the right to conduct a site inspection to assess the bidders' ability to supply the product. The site visit will be carried out with the short-listed bidders only and will be carried out without notice.

10.3 At the discretion of the Agency, short listed bidders may be required to provide the Agency with mock-up samples for inspection.

10.4 It would be expected of the successful bidder/s to ensure that the delivery commences within two weeks of the order being placed.

10.5 All furniture items must be guaranteed as per the agreed conditions in the SLA.



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- 10.6 The Agency will not be held liable for any expenses incurred by bidders during this bid process.
- 10.7 The successful bidder 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 Agency.
- 10.8 Where possible, the Agency will furnish the successful bidder with the necessary layout plans and relevant available information that might be necessary for execution of the contract.
- 10.9 Bids submitted must be in line with the attached annexures / detailed specifications. Failure to bid accordingly will result in the disqualification of the bids.

11 CONTRACT ADMINISTRATION

- 11.1 The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc. shall be the sole responsibility of the Supply Chain Management Unit.

12 PROJECT CO-ORDINATION ARRANGEMENTS

The Facilities Management and Auxiliary Support Services Unit, based at SASSA Free State Regional Office shall be responsible for the coordination of this project. The physical address is as follows:

Free State SASSA House

Iustitia Building

Corner Aliwal and Saint Andrew Street
Bloemfontein, 9300

Contact details for enquiries

Technical : Ms Ebeth Enslin

Tel : 051- 410 8424

Email : EbethE@sassa.gov.za

SCM : Mr Sello Masama

Tel : 051- 683 6362

Email : SelloMas@sassa.gov.za



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OFFICES.

MB-1

DETAIL OF OFFICE FURNITURE FOR LOCAL OFFICES

1. XHARIEP DISTRICT

Items	Smithfield Local Office	Zastron Local Office	Trompsburg Local Office	Jagersfontein Local Office	Koffiefontein Local Office	Quantity
1. Workstation	1	0	0	0	0	1
2. Cubicles (Two Seater)			1			1
3. High Back Chairs	2	5	5	5	5	22
4. Visitors Chairs	4	0	0	0	0	4
5. Silver Lining Chairs (Three Seater)	0	1	0	4	0	5
6. Water Dispenser	3	2	1	2	1	9
7. Board Room Tables (12 Seater)	0	0	0	0	0	0
8. Steel Lockable Filing Cabinets Four Drawer	10	4	3	2	4	23
9. Fridge	1	0	0	0	0	1
10. Microwave	0	1	0	0	1	2
11. Pause Area Table	0	0	0	0	0	0
12. Pause Area Chairs	0	0	0	0	0	0
DELIVERY ADDRESS	24 Church Street; Smithfield	330 Old Location Zastron[Old Health Clinic]	Thusanong Service Centre 398 Booyesen Street; Trompsburg	Hlasela Hall; 2330 Itumeleng; Jagersfontein	1 Du Preez Street, Mining Complex	



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2. MANGAUNG METRO

Items	Bloemfontein Local Office	Botshabelo Local Office	Thaba Nchu Local Office	Quantity
1. Workstation	0	3	0	3
2. Cubicles (Two Seater)	5	2	2	9
3. High Back Chairs	24	15	10	49
4. Visitors Chairs	9	6	10	25
5. Silver Lining Chairs (Three Seater)	22	10	10	42
6. Water Dispenser	4	3	3	10
7. Board Room Tables (12 Seater)	0	0	0	0
8. Steel Lockable Filing Cabinets Four Drawer	10	5	10	25
9. Fridge	2	2	0	4
10. Microwave	2	2	2	6
11. Pause Area Table	2	0	0	2
12. Pause Area Chairs	8	0	0	8
DELIVERY ADDRESS	CNR Aliwal & St. Andrews Street	RCM Complex	75 Hospital Road, Ratlou Shopping Complex, Selosesha	



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W.D.M

2. REGIONAL OFFICE

Items	1 st Floor	2 nd Floor	3 rd Floor	4 th Floor	5 th Floor	6 th Floor	Quantity
3. Workstation							
2. Cubicles (Two Seater)							
3. High Back Chairs							60
4. Visitors Chairs							
5. Silver Lining Chairs (Three Seater)							
6. Water Dispenser							
7. Board Room Tables (12 Seater)							
8. Steel Lockable Filing Cabinets Four Drawer	2	2	2	12	2	2	22
9. Fridge							
10. Microwave							
11. Pause Area Table							
12. Pause Area Chairs							
13. Executive Desk	1	1	1		1		4
DELIVERY ADDRESS	Iustitia Bldg, Aliwal St, City Centre, Bloemfontein, 9301						



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3. LEJWELEPUTSWA DISTRICT

Items	Welkom Local Office	Bothaville Local Office	Odendaalsrus Local Office	Winburg Local Office	Hetzogville Local Office	Quantity
1. Workstation	5	0	0	5	5	15
2. Cubicles (Two Seater)	0	0	0	0	0	0
3. High Back Chairs	43	0	0	5	13	61
4. Visitors Chairs	35	0	0	5	5	45
5. Silver Lining Chairs (Three Seater)	0	10	10	5	10	35
6. Water Dispenser	3	2	2	2	2	11
7. Board Room Tables (8 Seater)	0	0	0	0	0	0
8. Steel Lockable Filing Cabinets Four Drawer	4	5	3	4	4	20
9. Fridge	0	0	0	1	1	2
10. Microwave	0	0	0	1	1	2
11. Pause Area Table	0	0	0	0	0	0
12. Pause Area Chairs	0	0	0	0	0	0
DELIVERY ADDRESS	Cnr Koppie Alleen and Jan Hofmeyer Street Welkom	8778 Mokgagge Street Bothaville	Erf 438, Old Police Station, Odendaalsrus	03 Stern Street; Winburg	122 Struis Street Hertzogville	



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4. THABO MOFUTSANYANE

Items	Qwaqwa Local Office	Bethlehem Local Office	Senekal Local Office	Ladybrand Local office	Ficksburg Local Office	Vrede Local Office	Tweespruit Local office	Quantity
1. Workstation	6	0	0	1	0	0	1	8
2. Cubicles (Two Seater)	5	0	5	2	2	0	3	15
3. High Back Chairs	20	5	10	5	4	0	3	47
4. Visitors Chairs	11	3	0	6	4	0	2	26
5. Silver Lining Chairs (Three Seater)	12	5	0	6	0	0	3	26
6. Water Dispenser	6	4	3	2	2	0	2	19
7. Board Room Tables (12 Seater)	0	0	0	0	0	0	0	0
8. Steel Lockable Filing Cabinets Four Drawer	12	0	0	4	2	0	2	20
9. Fridge	1	1	1	1	0	1	1	5
10. Microwave	1	1	1	1	1	0	1	5
11. Pause Area Table	0	0	0	0	0	0	0	0
12. Pause Area Chairs	0	0	0	0	0	0	0	0
DELIVERY ADDRESS	Old Post Office Building, De Bult Road	Cnr Malan & Richter Street, Bethlehem	2096 John Stone Street, Matwabeng; Senekal	Matleng Drive; Manyatseng; Ladybrand	317 Lekota Street, Mqheleng, 9730	1451 Vilane Street, Themballhle	Old SAPS Building, Borwa, 9970	



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5. FEZILE DABI DISTRICT

Items	Sasolburg Local Office	Kroonstad Local Office	Frankfort Local Office	Zamdela Office	Quantity
1. Workstation	5	3	2	0	10
2. Cubicles (Two Seater)	0	0	1	0	0
3. High Back Chairs	38	18	12	0	68
4. Visitors Chairs	0	0	0	0	0
5. Silver Lining Chairs (Three Seater)	0	0	0	0	0
6. Water Dispenser	3	3	3	0	9
7. Board Room Tables (20 Seater)	0	0	0	0	0
8. Steel Lockable Filing Cabinets Four Drawer	4	2	4	0	10
9. Fridge	1	0	1	1	3
10. Microwave	0	1	0	1	2
11. Pause Area Table	0	0	0	0	0
12. Pause Area Chairs	0	0	0	0	0
DELIVERY ADDRESS	10 NJ VAN DER MERWE CRESENT, SASOLBURG 1947	28 REITZ STREET; KROONSTAD; 9495	22 VAN REENEN STREET, FRANKFORT 9830	10714 HARRY GWALA, ZAMDELA 1949	



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W. G. 1

ANNEXURE B



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SOUTH AFRICAN SOCIAL SECURITY AGENCY

TECHNICAL SPECIFICATIONS AND PRICE SCHEDULE FOR OFFICE FURNITURE FOR LOCAL OFFICES IN FREE STATE REGION

ITEM	DESCRIPTION	QTY	LOCAL CONTENT	UNIT PRICE	TOTAL PRICE
1	HIGH BACK OPERATOR CHAIR High back operator's chairs upholstered with arms on 5 star base. The colour of the chair must BLACK. 	206	65%		

1/1/2017

ERGONOMIC REQUIREMENTS

BACK REST:

- Spring return force of backrest adequate for individuals weighing between 50 - 125 kg.
- Synchronous angle adjustment of seat and backrest angles in the range 1:2,5 to 1:3,5.
- Seat depth max 450mm.
- Seat height 670 – 750 mm.

SEAT FOAM:

All foam used for chairs to be flame retardant and CFC free.

Foam to comply with the following minimum standards and specifications:

- Density to be 50kg/m³
- Harness factor of 35kg/m³
- Compression set to be 3%.
- Elongation (breakage point) 242%.
- High density injection molded foam of a minimum thickness of 23mm.

ARMREST:

- Armrest min width of armrest 45mm.
- Polyurethane injection moulded armrest with 16x6mm steel flat bar insert for added strength.
- Width between arms min 470mm

CONTROLS:

- Synchronous mechanism lockable in at five positions.
- Single lever to action the gas spudde and lock/ unlock mechanism.
- Minimum three degree negative tilt.



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	• Copies of manufacturers guarantee to be provided for synchronous mechanism. • Mechanism must carry a five(5) year guarantee from Mechanism Supplier TECHNICAL REQUIREMENTS: • Five star base to be a minimum of 630mm – 720mm (dependant on size of chair and height of backrest), manufactured from die cast crest aluminium, steel, nylon or polyurethane re-enforced with a steel structure in black. • Shrouded twin wheel plug-in type swivel castors rated at 80kg each • Variable gas height adjustment of seat from 420-530mm • Gas mechanism to carry at least 5 year guarantee. Copy of the manufacturers guarantee to be provided • Chairs to be manufactured in accordance with ISO 9002 specifications. • All steel parts epoxy/powder coated. • All chairs to carry a five year structural guarantee FABRIC Back – Black Seat - Black				
2	<u>HEAVY DUTY OPERATOR CHAIR</u> • High back operator's chairs upholstered with arms on 5 star base. The colour of the chair must BLACK.	102	65%		



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ERGONOMIC REQUIREMENTS

BACK REST:

- Spring return force of backrest adequate for individuals weighing between 50 - 180 kg.
- Synchronous angle adjustment of seat and backrest angles in the range 1:2,5 to 1:3,5.
- Seat depth max 450mm.
- Seat height 670 – 750 mm.

SEAT FOAM:

All foam used for chairs to be flame retardant and CFC free.
Foam to comply with the following minimum standards and specifications:

- Density to be 50kg/m³
- Harness factor of 35kg/m³



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	• Compression set to be 3%. • Elongation (breakage point) 242%. • High density injection molded foam of a minimum thickness of 23mm. ARMREST: • Armrest min width of armrest 45mm. • Polyurethane injection molded armrest with 16x6mm steel flat bar insert for added strength. • Width between arms min 700mm. • The armrest to be swivel both sides. • CONTROLS: • Synchronous mechanism lockable in at five positions. • Single lever to action the gas spuddle and lock/ unlock mechanism. • Minimum three degree negative tilt. • Copies of manufacturers guarantee to be provided for synchronous mechanism. • Mechanism must carry a five(5) year guarantee from Mechanism Supplier TECHNICAL REQUIREMENTS: • Five star base to be a minimum of 630mm – 720mm (dependant on size of chair and height of backrest), manufactured from die cast crest aluminium, steel, nylon or polyurethane re-enforced with a steel structure in black. • Shrouded twin wheel plug-in type swivel castors rated at 80kg each • Variable gas height adjustment of seat from 420-530mm • Gas mechanism to carry at least 5 year guarantee. Copy of the				
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M.G.

	manufacturers guarantee to be provided - Chairs to be manufactured in accordance with ISO 9002 specifications. - All steel parts epoxy/powder coated. - All chairs to carry a five year structural guarantee FABRIC Back – Black Fabric Seat – Black Fabric				
3	Visitor's chairs (Low back) operator's chairs upholstered with arms on 5 star base. The colour of the chair must BLACK. 	100	70%		



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W.V. D. K.

				FRAME: Two part shell. • Tubing: Flat oval 30 x 16 x 1.6mm wall thickness. • Finishes on the frames are epoxy coated. • All radiuses to be pressed to ensure consistency on shapes. 100-x 4mm bar welded between frames, used to attach back to mechanism. • Bracket to attach back to mechanism 90 x 6 mm mild steel flat bar. 12 x 27mm long bushes are threaded M8 are inserted into the lumbar section of the frame in order to accommodate arms. • Holes drilled on the flat side of the tube, and bushes are plug welded to ensure maximum strength for the arm support. SEAT SHELL • Ergonomically contoured plywood shell base. • Individual SA pine layers of 1.5mm thick, laminated to a minimum thickness of 12mm • T-nuts to be inserted into shell to secure mechanism. SEAT FOAM: All foam used for chairs to be flame retardant and CFC free. Foam to comply with the following minimum standards and specifications: • Density to be 50kg/m³ • Harness factor of 35kg/m³ • Compression set to be 3%. • Elongation (breakage point) 242%. • High density injection molded foam of a minimum thickness of 23mm. FRAME
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	• Tubular steel integral sleigh base frame • Outside diameter – 25.4 • Wall thickness – 2.5 • Hot rolled • Chrome finish ARMS CAP: • Armrest min width of armrest 45mm. • Polyurethane injection moulded armrest with 16 x 6mm steel flat bar insert for added strength. • Polyurethane mix of Suprasec 2030 and Durato 0789. DIMENSIONS • Height from top of backrest to seat pan – 560mm (medium back) 580mm (high back). • Width of seat – 510 wide. • All chairs to carry a five year structural guarantee FABRIC Back – Weavers World, Energy, Satssu 633 Seat – Weavers World, Vulcan, Black col 1				
4	GENERAL WORKSTATIONS (LEFT HAND) • 1800x1200 Vancouver maple 688 laminated top (left hand) complete with 800x 650 lockable under counter storage • 32 mm Vancouver maple laminate top, with 0,6mm low glare surface and 3mm PVC edging to match. • 1600x500x300 and 1050x500x300 modesty panel to be supplied. • Allow for 3x75mm steel tube leg silver epoxy powder coated.	19	90%		



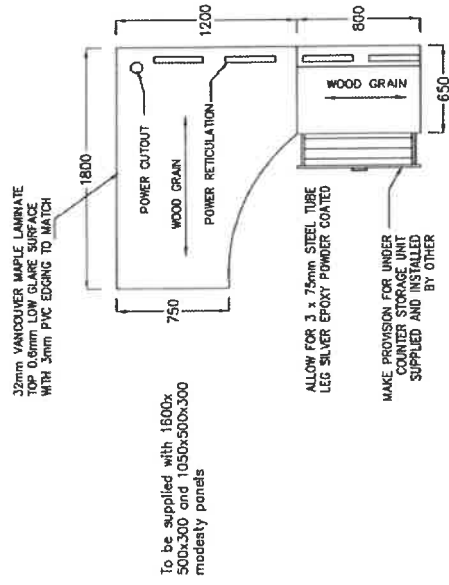
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W. G. T.

- The lockable under counter storage unit to be also supplied and installed
- For more details refer to below detailed drawings

MODESTY PANEL (To be attached to workstations. To be included in the quotation of the workstation)

Detailed drawing and specifications



OPTION 2
PLAN scale 1:25
GENERAL WORKSTATION

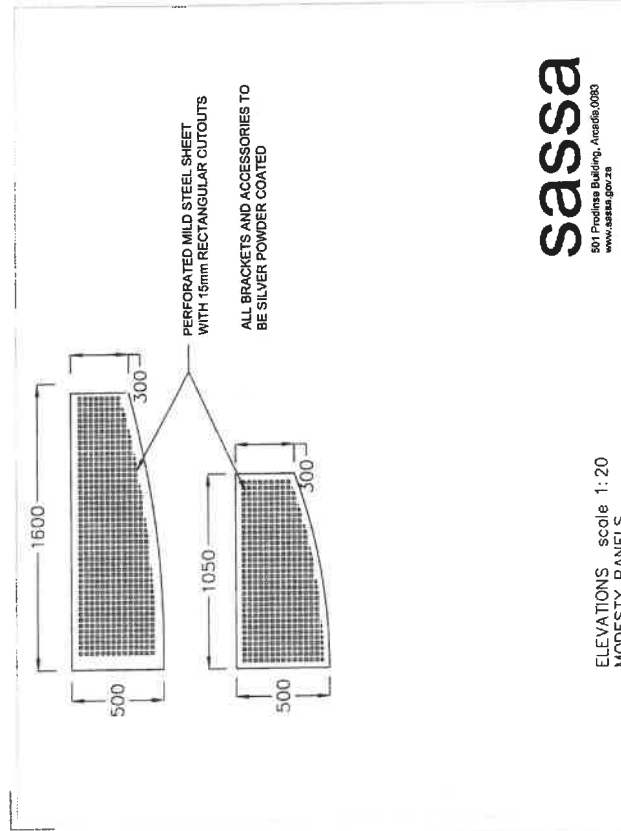
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W. G. M.



ELEVATIONS scale 1:20
MODESTY PANELS

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GENERAL WORKSTATIONS (RIGHT HAND)

- 1800x1200 Vancouver maple 688 laminated top (Right hand) complete with 800x 650 lockable under counter storage
- 32 mm Vancouver maple laminate top, with 0,6mm low glare surface and 3mm PVC edging to match.
- 1600x500x300 and 1050x500x300 modesty panel to be supplied.
- Allow for 3x75mm steel tube leg silver epoxy powder coated.
- The lockable under counter storage unit to be also supplied and installed
- For more details refer to below detailed drawings

MODESTY PANEL (To be attached to workstations. To be included in the quotation of the workstation)

Detailed drawing and specifications

18

90%



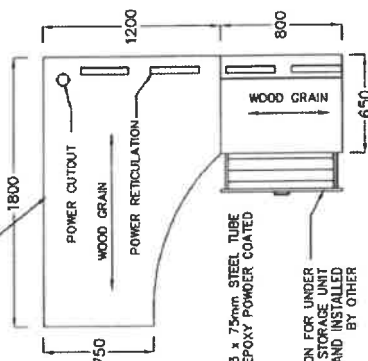
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32mm VANCOUVER MAPLE LAMINATE
TOP 0.6mm LOW GLARE SURFACE
WITH 3mm PVC EDGING TO MATCH



To be supplied with 1600x
500x300 and 1050x500x300
modesty panels

OPTION 2
PLAN scale 1:25
GENERAL WORKSTATION

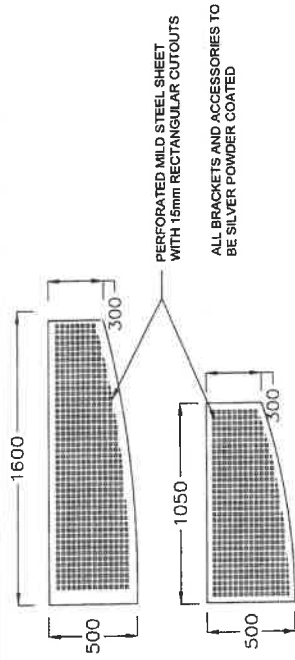
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ELEVATIONS scale 1:20
MODESTY PANELS

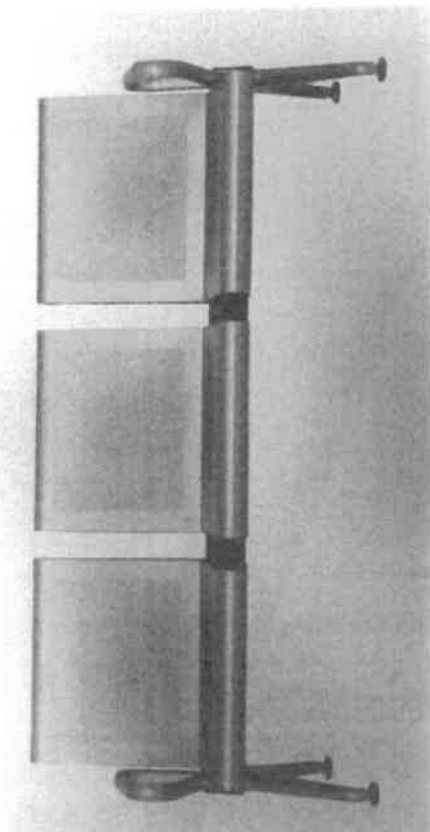


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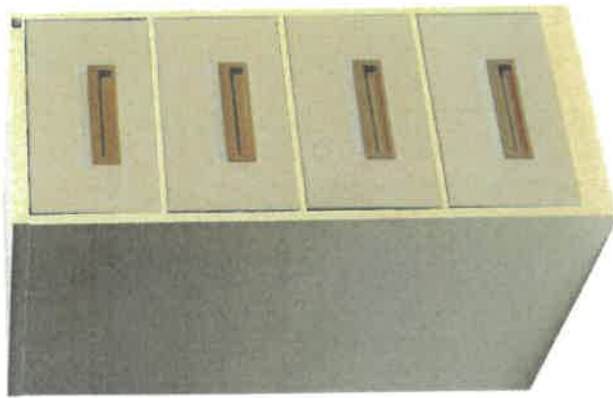
6	Three silver line chairs for waiting area Silver line types chairs in three seater bench for the beneficiaries. Seat, back, arm & legs in silver painted finish with crossbeam in grey/silver finish. 	108	100%		
7	4-DRAWER STEEL LOCKABLE CABINET ❖ Cabinet 4 –Drawers for A4 Filing ❖ Cabinet must be beige in colour. DIMENSIONS ❖ Height : 1300mm ❖ Width: 470mm	120	100%		



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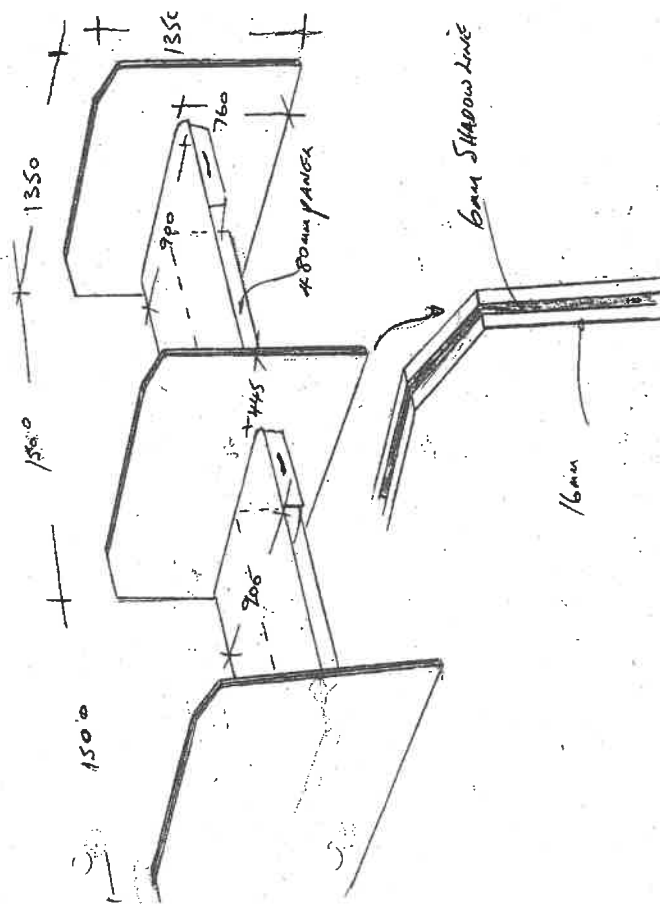
❖ Depth of the drawer: 290mm



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Two seater cubicles

2 Seater units (Cubicles / Table). The units should be made of pressed wood and Maple in colour. The unit must have at least one lockable drawer per seater and be design as per attached specifications/ drawing.



28

100%



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Water Dispenser

8 X HH2010 Freestanding hot and cold water dispenser with 16litres fridge and cup holder



N/A

58



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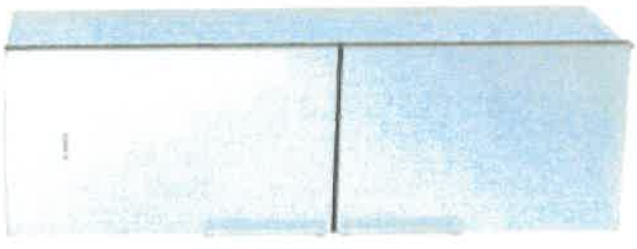
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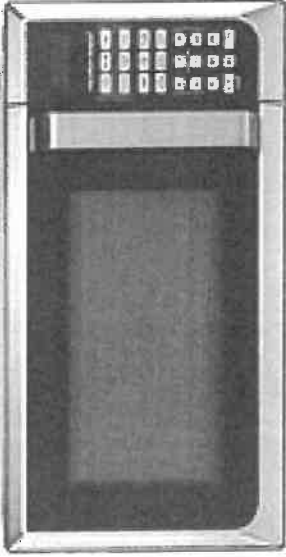
M.G.T

10	Double door fridge The Fridge must be silver in colour and have double door with the freezer at the bottom. The fridge must further be equipped with adjustable thermostat, interior light and glass shelves. Technical Specification of the fridge must be as follows; • Freezer component size to range between 83 litres to 86 litres. • Fridge component size to range between 164 litres to 231 litres. 	16	N/A		
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W. G. J.

11	Microwave The microwave must be silver in colour with the following technical specifications; • 34 litres capacity • Output power of approximately 1 000watt. • Complete with turntable glass • Door Safety lock • Voltage 230V 50hs 	18	N/A		
12	Executive Desk Solid Wood Desk with 3 drawers Furnished in cherry veneer with a thick 80mm Desktop with black nu-hide bonded inlay. Slightly round curve shaped Height: approximately 750cm Width: Approximately 720cm Length/Depth: approximately 1600cm • For more details for refer to the picture	4	70%		



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W. G. T.

13	 CHAIRS One-piece injection moulded polypropylene and fibreglass shell. FRAMES Without armrests, on four leg base, in chrome. COLOUR: Orange	8	100%		
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14	CANTEEN ROUND TABLE Four sitter canteen round table must be maple in colour. The base of the canteen table must be able to compensate for uneven floor level and manufactured with aluminium table base. 	2	85%		
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15	Evacuation chairs: Manufactured from high strength aluminium alloys - Utilised for evacuating patients down stairs in high-rise buildings - Single person operation - Arm and footrest - Special wheel design provides excellent tracking and stability in confined spaces and in narrow stairwells - Mass: 17 kg - Load bearing: 160kg - Can be folded for easy storage 	9				
TOTAL COST INCLUDING VAT, SUPPLY, DELIVERY AND INSTALLATION						



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ANNEXURE C

GUIDENCE DOCUMENT FOR CALCULATION OF LOCAL CONTENT.

M.E.T



the dti

Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA

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the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);
 - Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and
 - Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

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Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

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Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

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When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (the dti). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

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3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

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C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

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C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

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4. ANNEXURE D

4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

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D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

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tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

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D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

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D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

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D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

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5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration-Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

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E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

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