



Province of the
EASTERN CAPE
OFFICE OF THE PREMIER

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER
AND INSTALL OFFICE FURNITURE FOR THE OFFICE OF THE
PREMIER**

BID NO: SCMU 1-21/22-0007

NAME OF BIDDER:	
CSD NUMBER	
LOGIS NUMBER	
CLOSING DATE	15 NOVEMBER 2021
CLOSING TIME	11H00 am
BID TOTAL AMOUNT (INCLUDING VAT)	R.....

PREPARED BY:

SUPPLY CHAIN MANAGEMENT UNIT

OFFICE OF THE PREMIER

PRIVATE BAG X 0047

BHISHO

Tel: [040] 609 6451

Website: www.ecprov.gov.za

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BID NOTICE
BID NO: SCMU 1-21/22-0007

Bids are hereby invited for BID:

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL OFFICE FURNITURE FOR THE OFFICE OF THE PREMIER

Bid Documents will be available at Office of the Premier, Independence Avenue, old ECDC Building Bhishe Second Floor, Office Number 2056. Electronic Documents will be available on the website www.ecprov.gov.za under Procurement and on the National Treasury e-tenders page: www.etenders.gov.za

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description must be deposited in the bid box situated at Office of the Premier, Independence Avenue old ECDC Building, Ground Floor (Reception Area) not later than **11 O'clock on the 15 November 2021** when bids will be opened in public.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND BBBEE POINTS WILL BE AWARDED AS FOLLOWS:

Price	- 80 points
BBBEE	- 20 points

BID EVALUATION

The bid will be evaluated in three (3) phases as follows:

Phase 1: Pre-qualification Criteria (SCM Compliance and Mandatory Requirements)

Phase 2: Functionality Evaluation Criteria (detailed in bid document)

Phase 3: Price and B-BBEE Evaluation

(Phase 1): Pre-qualification Criteria	(Phase 2) Functionality Evaluation Criteria	(Phase) Price and B-BBEE Evaluation
Bidders must submit all documents on under mandatory requirements. Only bidders that comply with ALL these criteria will proceed to Phase 2	Bidder(s) must obtain a minimum of 80 points out of 100 points to proceed to Phase 3 (Price and BEE).	Bidder(s) will be evaluated in terms of section 5 of PPPFA 2000, Preferential Procurement Regulations, 2017. Eighty (80) points for price and twenty (20) points for B-BBEE status level.

BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, bid conditions and pre-qualification criteria are detailed in the bid document

- I. In terms on Regulation 4 of Preferential Procurement Regulations of 2017, this bid is only inviting responses from Exempted Micro Enterprises (EME) and qualifying small business enterprise (QSE) as defined in the said regulation within the required service. Only bidders with a B-BBEE level status 1-3 are eligible to submit bids and will be considered. Attach a valid B-BBEE level verification certificate or sworn affidavit in the prescribed format confirming their annual turnover and level of black ownership.
- II. All items quoted must be manufactured in South Africa and meet the minimum designated threshold.
- III. Bidders must: -
 - Provide the exemption letter from the DTIC confirming that the goods are manufactured locally and imported material has been exempted.
 - Submit completed SBD 6.2 and annexure C-D-E (Local Content Declaration).

A. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO

Enquiries: Vuyo Nkonki
Email: vuyo.nkonki@ecotp.gov.za
Tel No: 067 429 1519

OR
scmrequests@ecotp.gov.za

SPECIAL CONDITIONS OF BID:

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the OFFICE OF THE PREMIER

2. EXTENT OF BID

This contract is for the:

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL
OFFICE FURNITURE FOR THE OFFICE OF THE PREMIER**

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract, should it be requested in the Terms of Reference

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or only bid will not necessarily be accepted.***

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

It may be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to The Department for scrutiny.

Failure to do so within 21 (twenty one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this quotation will bind all the directors/ members of the enterprise and will therefore render the quotation valid. In the event that a non- member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically

invalidate the quotation. In the case of a joint venture or consortium, at least one director/ member of each of the parties need to sign the joint venture or consortium agreement. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **90 (Ninety)** days from the closing date as stipulated in the Bid document.

9. PENALTY PROVISION

9.1 Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

The Department may hold the bidder responsible for and the bidder is obligated to pay to the Department:

- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9.2 Should the successful Bidder fail to deliver, provisions of the General Conditions of Contract will apply.

9.3 Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

9.4 The penalties will be as per the SLA or Project Charter which will be signed after the awarding of the contract

10. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

11. PRICE ESCALATION

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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12. AUTHORITY TO SIGN BID DOCUMENTS

- a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

- b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- c) In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

13. DURATION OF THE BID

The successful bidder will be contracted for the period not exceeding 18 months, limited to the items listed on the tender document.

14. DELIVERY PERIODS

Delivery periods and relevant dates will be provided in the Service Level Agreement (SLA).

15. DISPUTES OR LIABILITIES

In the event that disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.

This paragraph replaces paragraph 29 in the General Conditions of Contract.

16. CLOSING DATE / SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly marked :**SCMU 1-21/22-0007
APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL OFFICE
FURNITURE FOR THE OFFICE OF THE PREMIER**

- 16.2** The completed bid documents must be deposited in the bid box, Office of the Premier Building, Ground Floor (Reception Area), Bhisho not later than 11H00 on **15 NOVEMBER 2021** when bids will be opened in public.

17. NEGOTIATIONS WITH THE IDENTIFIED PREFERRED BIDDER

- 17.1** The Bid will be awarded to the bidder who scores the highest PPPFA points, calculated based on the total price offered. However, the final terms of this bid maybe subjected to negotiation with the identified preferred bidder, should a need arise.
- 17.2** The Department may negotiate for additional resources from the successful bidder, should it be deemed necessary.



Province of the
EASTERN CAPE
OFFICE OF THE PREMIER

SPECIFICATION FOR:

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER
AND INSTALL OFFICE FURNITURE FOR THE OFFICE OF THE
PREMIER**

SCMU1-21/22-0007

1. INTRODUCTION

- 1.1. The Office of the Premier is required to ensure that its employees are supplied with the necessary furniture in order for them to carry out their duties and activities effectively.

2. OBJECTIVES

3. The office of the Premier intends to invites bids from reputable service providers for the supply, delivery and installation of office furniture. It must be noted that local production and content is a critical condition and as such that ***only locally produced or locally manufactured furniture with a stipulated minimum threshold for local production and content will be considered.***

4. SCOPE OF WORK AND EXPECTED DELIVERABLES

- 4.1. The successful bidder must supply, delivery and install office furniture to Office of the Premier as follows: -

CATEGORY A: EXECUTIVE SECOND FLOOR:				
ITEM NO.	ITEM	DESCRIPTION	QUANTITY	%LOCAL CONTENT
1	Executive non handed workstation	• 1 x 2200W x 1000D x 732H Rectangular shaped workstation • Walnut stain on birch ply finish • Rounded corners with cut out shape on users' side • Grid of steel threaded insets on underside of all tops • 18mm Thick top • Reversed chamfer edge • Compacted birch ply laminate • 2 x Steel full loop executive end leg • 800mm x 60mm x 25mm tube • 30mm degree radius on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Fitted with M10 adjustable ferrels, 20mm long for levelling • 1 x Steel Clip in beam system • 100mm x 80mm x 2000mm	1	90%

		• Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access • 1 x Birch ply modesty panel • Rounded corners • 1 x 1200 x 600 Roller door • pedenza storage • 18mm Thick top • Reversed chamfer edge • Compacted birch ply laminate • Full 18mm Thick top & base • Silver Roller doors • 1 x Adjustable shelf • Lockable • Desk height pedestal • 2 x Standard drawers • 1 x Deep filing drawer with steel cradle • Milano grip handle • Metal draw runners • Metal draw inners • Central draw lock mechanism • Height adjustable ferrules		
2	Executive hinged door DOUBLE wallunit	• 2000W x 450D x 1800H • 4 x Soft touch hinged door • 18mm Thick top and bottom • Reversed chamfer edges • Compacted birch ply laminate • Angled reverse chamfered edge exposes the layers of Birch ply • Finished off with a clear lacquer • 4 x Full hinged doors • 8 x Adjustable shelves • Lockable • 6 x Square black stub legs	1	95%
3	Serving multi purpose unit	• 1800W x 600D x 1000H • Walnut veneer stain on birch ply finish • 18mm Thick top and bottom • Reversed chamfer edge • Compacted birch ply laminate • Square black stub legs	2	95%

		• 2 x Glass hinged doors middle section • Adjustable shelves • Lockable • 2 x Full hinged doors side sections • Adjustable shelf • Lockable		
4	Executive rectangular meeting table	• 1 x 2200W x 1200D x 732H Rectangular boardroom table • Walnut stain on birch ply finish • Rounded corners • Grid of steel threaded insets on underside of all tops • 18mm Thick top • Reversed chamfer edge • Compacted birch ply laminate • 2 x Steel full loop executive end leg • 700mm x 60mm x 25mm tube • 30mm degree radius on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm Grommited to grid of steel threaded insets • Fitted with M10 adjustable ferrels, 20mm long for levelling • 2 x Steel Clip in beam system • 100mm x 80mm x 1800mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access	1	90%
5	Executive rectangular meeting table	• 1 x 4400W x 1200D x 732H Rectangular boardroom table • Walnut stain on birch ply finish • Rounded corners • Grid of steel threaded insets on underside of all tops • 18mm Thick top • Reversed chamfer edge • Compacted birch ply laminate	1	90%

		• 3 x Steel full loop executive end leg • 700mm x 60mm x 25mm tube • 30mm degree radius on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Grommited to grid of steel threaded insets • Fitted with M10 adjustable ferrels, 20mm long for levelling • 4 x Steel Clip in beam system • 100mm x 80mm x 1800mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access		
6	Executive rectangular meeting table	• 1 x 3600W x 1200D x 732H Rectangular boardroom table (Floating top by 10-13mm Above frame) • melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 3 x Steel full loop executive end leg • 700mm x 60mm x 25mm tube • 30mm degree radius on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Grommited to grid of steel threaded insets • Fitted with M10 adjustable ferrels, 20mm long for levelling • 4 x Steel Clip in beam system • 100mm x 80mm x 1400mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to	1	90%

		have cut out on one side for ease of access		
7	Executive high back chair	• GENUINE leather upholstery • 1 Piece fully moulded high back shell • Chrome armrest • Poly capping • Swivel & tilt action • Forward knee tilt mechanism • Gas height adjustment • 5 Star CHROME castor base	17	65%
8	Visitors arm chairs	• GENUINE leather upholstery • 1 Piece fully moulded high back shell • Chrome armrest • Poly capping • Metal sleigh base frame • Chrome	30	70%
9	Executive straight steel desk with pedenza	• 1 x Melamine modesty panel • Melamine finish • Fixing brackets • Grommited to grid of steel threaded insets • 1 x 1200 x 600 Roller door pedenza storage • Melamine finish • 32mm Thick top • Banded PVC profile to match • Full 32mm Thick top & base • Black Roller doors • 1 x Adjustable shelf • Lockable • Desk height pedestal • 2 x Standard drawers • 1 x Deep filing drawer with steel cradle • Milano grip handle • Metal draw runners • Metal draw inners • Central draw lock mechanism • Height adjustable ferrules	2	90%
10	Executive hinged door double wall unit	• 2000H x 1800W x 450D Combined wall unit • 2 x 2000H x 900W – Full glass doors • Black supawood duco	2	95%

		• Melamine finish • 32mm Flat PVC profile to match • Full 32mm thick top • Full 32mm thick base • Height adjustable ferrules • 8 x Adjustable shelves • Lockable • 6 x Silver stub legs		
11	Serving multi purpose unit	• 1800W x 600D x 1000H • Melamine finish • Square black stub legs • 2 x Glass hinged doors middle section • Black supa wood duco • Adjustable shelves • Lockable • 2 x Full hinged doors side sections • Adjustable shelf • Lockable • (Excludes fridge)	2	95%
12	Executive rectangular conference table	• 1 x 2000 x 1100 Square conference table top (Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 2 Wire management portholes • 2 x Steel full loop executive end leg • 800mm x 60mm x 25mm tube • 30mm degree radius on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Grommited to grid of steel threaded insets • Fitted with M10 adjustable ferrels, 20mm long for levelling • 2 x Steel Clip in beam system • 100mm x 80mm x 1600mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to	1	90%

		have cut out on one side for ease of access		
13	Executive Round conference table	• 1 x 1200 Round conference table top (Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 2 Wire management portholes • 2 x Steel full loop executive end leg • 800mm x 60mm x 25mm tube • 30mm degree radius on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Grommeted to grid of steel threaded insets • Fitted with M10 adjustable ferrels, 20mm long for levelling • 2 x Steel Clip in beam system • 100mm x 80mm x 450mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access	1	90%
14	Executive straight steel desk with pedenza	• 1 x 2000 x 900 Straight steel desk top (Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 2 Wire management portholes • 2 x Steel square executive end leg • 900mm x 76mm x 25mm tube • 90 degrees on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Grommeted to grid of steel threaded insets • Fitted with M10 adjustable ferrels, 20mm long for levelling • 1 x Steel Clip in beam system • 100mm x 80mm x 1800mm	11	90%

		• Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access • 1 x Melamine modesty panel • melamine finish • Fixing brackets • Grommets to grid of steel threaded insets • 1 x 1200 x 600 Roller door • pedenza storage • Melamine finish • 32mm Thick top • Banded PVC profile to match • Full 32mm Thick top & base • Black Roller doors • 1 x Adjustable shelf • Lockable • Desk height pedestal • 1 x Deep filing drawer with steel cradle • 2 x Standard drawers • Milano grip handle • Metal draw runners • Metal draw inners • Central draw lock mechanism • Height adjustable ferrules		
15	Executive hinged door double wall unit	• 2000H x 1800W x 450D Combined wall unit • 2 x 2000H x 900W - 2 Solid doors bottom / 2 Glass doors top • Melamine finish • 32mm Flat PVC profile to match • Full 32mm thick top • Full 32mm thick base o Height adjustable ferrules • 8 x Adjustable shelves • Lockable • 6 x Silver stub legs	3	95%
16	Executive hinged door single wall unit	• 2000H x 900W x 450D Combined wall unit • 1 x 2000H x 900W - 2 Solid doors bottom / 2 Glass doors top	8	95%

		• Melamine finish • 32mm Flat PVC profile to match • Full 32mm thick top • Full 32mm thick base o Height adjustable ferrules • 4 x Adjustable shelves • Lockable • 4 x Black stub legs		
17	Executive square conference table	• 1 x 1100 x 1100 Square conference table top(Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 2 Wire management portholes • 2 x Steel square executive end leg • 700mm x 76mm x 25mm tube • 90 degrees on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Grommited to grid of steel threaded insets • Fitted with M10 adjustable ferrels, 20mm long for levelling • 2 x Steel Clip in beam system • 100mm x 80mm x 350mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access	3	90%
18	Executive high back	• Black bonded leather • Gas height adjustment • Knee tilt mechanism • Swivel & tilt action • Chrome elliptical tube arms with PU cap • 5 Star chrome castor base	11	65%
19	Visitors Arm Chair	• Black bonded leather • Sleighbase frame • Chrome elliptical tube sleighbase • With integral frame & PU caps	25	70%

20	Reception counter	• 1 X 1800 x 800 Worktop • 32mm Banded PVC profile • Full 32mm Thick top • Curved panel sides • Melamine finish • Full front modesty panel • Aluminium kick plate • Round perforations • 1x 1800 x 300 Countertop • 1 x 1200 x 600 Roller door pedenza storage • Full 32mm Thick top & base • 32mm banded PVC profile • Silver Roller doors • 1 x Adjustable shelf • Lockable • Desk height pedestal • 2 x Standard drawers • 1 x deep filing drawer with steel cradle • Metal draw runners • PVC draw inners • Top draw lock mechanism • Height adjustable ferrules	3	90%
21	Roller door system cupboard	• 1500mm h x 1200mm w x 550mm • Suitable balancing backer • Full 32mm thick top • Silver P.V.C Roller door slatts • Full 32mm thick top • Full 32mm base • 32mm x 3mm Flat P.V.C edges - black • 16mm casing structure • 3 x Wood adjustable shelves • Lockable	4	95%
22	High operators chair	• Black netted back • Padded seat • Black Pletta • Adjustable lumbar support • With Fixed T arms • Soft touch • Synchro mechanism • 5-Star nylon base – 650mm • With headrest	3	65%
23	Visitors arm chair	• Backrest – Netting black • Seat - Range 2 fabric	6	70%

		• Poly arm on steel sum frame • Integral sleigh base frame		
24	Double seater luxurious couch	• 1670 x 840 x 770mmH • Choc BROWN genuine leather • Separate seat & backrest cushions • Studded feature • Dark Mahog stained feet	1	85%
25	Single seater luxurious couch	• 980 x 840 x 770mmH • Choc BROWN genuine leather • Separate seat & backrest cushions • Studded feature • Dark Mahog stained feet	1	85%
26	Executive tub chair	• Padded seat and backrest • Four legged wood feet • Solid oak leg	1	85%
27	Executive coffee table	• 1200L x 800W x 450H • 1200L x 800W x 450H • Walnut veneer stain on birch ply finish • 18mm Thick top • Reversed chamfer edge • Compacted birch ply laminate • Angled reverse chamfered edge exposes the layers of Birch ply • Finished off with a clear laquear • Steel pole leg frame • Black epoxy powder coated finish • Height adjustable ferrules	1	90%
28	Round executive coffee table	• 700 Round • Walnut veneer stain on birch ply finish • 18mm Thick top • Reversed chamfer edge • Compacted birch ply laminate • Angled reverse chamfered edge exposes the layers of Birch ply • Finished off with a clear laquear • Steel pole leg frame • Black epoxy powder coated finish • Height adjustable ferrules	1	90%

CATEGORY B: FIRST FLOOR

ITEM NO.		ITEM DESCRIPTION	QUANTITY	
1	Executive straight steel desk with pedenza	1 x 2200 x 1000 Straight steel desktop (Floating top by 10-13mm Above frame) - Melamine finish 32mm Flat PVC profile to match - Full 32mm Thick top 2 Wire management portholes 2 x Steel full loop executive end leg 1000mm x 60mm x 25mm tube 30mm degree radius on each corner 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm - Grommited to grid of steel threaded insets - Fitted with M10 adjustable ferrels, 20mm long for levelling 1 x Steel Clip in beam system 100mm x 80mm x 1800mm - Beams to carry cables and support top 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm - Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access 1 x Melamine modesty panel - Melamine finish - Fixing brackets - Grommited to grid of steel threaded insets 1 x 1200 x 600 Roller door pedenza storage - Melamine finish 32mm Thick top - Banded PVC profile to match - Full 32mm Thick top & base - Black Roller doors 1 x Adjustable shelf - Lockable - Desk height pedestal 2 x Standard drawers	2	90%

		• 1 x Deep filing drawer with steel cradle • Grip handle • Metal draw runners • Metal draw inners • Central draw lock mechanism • Height adjustable ferrules		
2	Executive hinged door double wall unit	• 2000H x 1800W x 450D Combined wall unit • 2 x 2000H x 900W – Full glass doors • Black supawood duco • Melamine finish • 32mm Flat PVC profile to match • Full 32mm thick top • Full 32mm thick base • Height adjustable ferrules • 8 x Adjustable shelves • Lockable • 6 x Silver stub legs	2	95%
3	Serving multi purpose unit	• 1800W x 600D x 1000H • Melamine finish • Square black stub legs • 2 x Glass hinged doors middle section • Black supa wood duco • Adjustable shelves • Lockable • 2 x Full hinged doors side sections • Adjustable shelf • Lockable	2	95%
4	Executive rectangular conference table	• 1x 2000 x 1100 Square conference table top (Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 2 Wire management portholes • 2 x Steel full loop executive end leg • 800mm x 60mm x 25mm tube • 30mm degree radius on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm	1	90%

		• Grommited to grid of steel threaded insets • Fitted with M10 adjustable ferrels, 20mm long for levelling • 2 x Steel Clip in beam system • 100mm x 80mm x 1600mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access		
5	Executive Round conference table	• 1 x 1200 Round conference table top (Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 1 x Steel full loop executive end leg 800mm x 60mm x 25mm tube • 30mm degree radius on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Fitted with M10 adjustable ferrels, 20mm long for levelling • 2 x Steel Clip in beam system • 100mm x 80mm x 450mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access BM	1	90%
6	Executive high back chair	• GENUINE leather upholstery • 1 Piece fully moulded high back shell • Chrome armrest • Poly capping • Swivel & tilt action • Forward knee tilt mechanism • Gas height adjustment	2	65%

		• 5 Star CHROME castor base		
7	Visitors arm chairs	• GENUINE leather upholstery • 1 Piece fully moulded high back shell • Chrome armrest • Poly capping • Metal sleigh base frame • Chrome	10	70%
8	Executive straight steel desk with pedenza	• 1 x 2000 x 900 Straight steel desk top (Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 2 x Steel square executive end leg • 900mm x 76mm x 25mm tube • 90 degrees on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Fitted with M10 adjustable ferrels, 20mm long for levelling • 1 x Steel Clip in beam system • 100mm x 80mm x 1800mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access Melamine modesty panel • 1 x Melamine modesty panel • Melamine finish • Fixing brackets • 1 x 1200 x 600 Roller door pedenza storage • Melamine finish • 32mm Thick top • Banded PVC profile to match • Full 32mm Thick top & base • Black Roller doors • 1 x Adjustable shelf • Lockable • Desk height pedestal • 2 x Standard drawers • 1 x Deep filing drawer with steel cradle	6	90%

		• Metal draw runners • Metal draw inners • Central draw lock mechanism • Height adjustable ferrules		
9	Executive hinged door double wall unit	• 2000H x 1800W x 450D Combined wall unit • 2 x 2000H x 900W - 2 Solid doors bottom / 2 Glass doors top • Melamine finish • 32mm Flat PVC profile to match • Full 32mm thick top • Full 32mm thick base • Height adjustable ferrules • 8 x Adjustable shelves • Lockable • 6 x Silver stub legs	6	95%
10	Executive square conference table	• 1 x 1100 x 1100 Square conference table top (Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 2 x Steel square executive end leg • 700mm x 76mm x 25mm tube • 90 degrees on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Fitted with M10 adjustable ferrels, 20mm long for levelling • 2 x Steel Clip in beam system • 100mm x 80mm x 350mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access	6	90%
11	Executive high back chair	• Black genuine leather • Swivel & tilt action • Gas height adjustment • Knee tilt mechanism • Chrome elliptical tube arms with PU cap • 5 Star chrome castor base	6	65%

12	Visitors Armchair	• Black genuine leather • Sleighbase frame • Chrome elliptical tube sleighbase • With integral frame & PU caps	18	70%
13	Reception counter	• 1 x 1800 x 800 Worktop • 32mm Banded PVC profile • Full 32mm Thick top • Curved panel sides • Melamine finish • Full front modesty panel • Aluminum kick plate • Round perforations • 1 x 1800 x 300 Countertop • 1 x 1200 x 600 Roller door pedenza storage • Full 32mm Thick top & base • 32mm banded PVC profile • Silver Roller doors • 1 x Adjustable shelf • Lockable • Desk height pedestal • 2 x Standard drawers • 1 x deep filing drawer with steel cradle • Metal draw runners • PVC draw inners • Top draw lock mechanism • Height adjustable ferrules	2	90%
14	Roller door system cupboard	• 1500mm h x 1200mm w x 550mm • Suitable balancing backer • Full 32mm thick top • Silver P.V.C Roller door slatts • Full 32mm thick top • Full 32mm base • 32mm x 3mm Flat P.V.C edges - black • 16mm casing structure • 3 x Wood adjustable shelves • Lockable	2	95%
15	High operators chair with head rest	• Black netted back • Padded seat • Adjustable lumbar support • With Fixed T arms • Soft touch • Synchro mechanism • 5-Star nylon base – 650mm	2	65%

		• With headrest		
16	Visitors arm chair	• Backrest – Netting black • Seat - Range 2 fabric • Poly arm on steel sum frame • Sleigh base frame	4	70%
17	Computer workstation	• 1 x 1200 x 650 / 1200 x 650 Standard Core top – cross grain • 2 x 600 x 650 Rectangular top • Black Melamine finish • Full 32mm thick top • Banded PVC profile • Grid of steel threaded insets on underside of all tops. • 32mm x 3mm Flat P.V.C edges on all sides • 1 x 3 Draw desk hight pedestal – no top • 2 x Standard drawers • 1 x deep filing drawer with steel cradle • Metal draw runners • Metal draw inners • Central lock mechanism • Height adjustable ferrules • 3 x Steel pole legs • 76mm diameter x 700mm high • Welded top plate • Adjustable base foot • Black epoxy coated finish • Fitted to grid of steel insets – underside • 1 x Wood modesty panel • Melamine finish • To size as required • Complete with steel fixing brackets • Fitted to grid of steel insets - underside • 3 x Heavy duty steel structural fixing brackets • 350mmW x 190mmD x 3mm Thick • 8 x Hole punchings to match pole legs • Black epoxy coated finish • Fitted to grid of steel insets – underside	61	90%

18	Desk based screens with safety shield	• 1 x 1750 x 360 x 25T fabric screen • 2 x Cocoon fixing brackets • 1 x 1750 x 300 Mounted perspex screen add on • 4mm Clear Perspex • 3 x Screen based add-on brackets • Steel – 5mm Thick • Powder coated black	29	100%
19	Roller door system cupboard	• 1500mm h x 1100mm w x 500mm • Black melamine finish • Full 22mm thick top • Black P.V.C Roller door slatts • Full 22mm thick top • Full 22mm base • 22mm x 3mm Flat P.V.C edges • 16mm casing structure • 3 x Adjustable shelves • Lockable	25	95%
20	High back operators chair	• Black netted back • Padded seat • Black Vulcan fabric • Adjustable lumbar support • With Fixed T arms • Soft touch • Synchro mechanism • 5-Star nylon base – 650mm	61	65%
CATEGORY C: GROUND FLOOR				
ITEM NO.		ITEM DESCRIPTION	QUANTITY	
1	Executive straight steel desk with pedenza	• Melamine modesty panel • Melamine finish • Fixing brackets • 1200 x 600 Roller door pedenza storage • Melamine finish • 32mm Thick top • Banded PVC profile to match • Full 32mm Thick top & base • Black Roller doors • 1 x Adjustable shelf • Lockable • Desk height pedestal	1	90%

		• 2 x Standard drawers • 1 x Deep filing drawer with steel cradle • Grip handle • Metal draw runners • Metal draw inners • Central draw lock mechanism • Height adjustable ferrules		
2	Executive hinged door double wall unit	• 2000H x 1800W x 450D Combined wall unit • 2 x 2000H x 900W – Full glass doors • Black supawood duco • Melamine finish • 32mm Flat PVC profile to match • Full 32mm thick top • Full 32mm thick base • Height adjustable ferrules • 8 x Adjustable shelves • Lockable • 6 x Silver stub legs	1	95%
3	Serving multi purpose unit	• 1800W x 600D x 1000H • Melamine finish • Square black stub legs • 2 x Glass hinged doors middle section • Black supa wood duco • Adjustable shelves • Lockable • 2 x Full hinged doors side sections • Adjustable shelf • Lockable	3	95%
4	Executive Round conference table	• 1200 Round conference table top (Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 2 x Steel full loop executive end leg • 800mm x 60mm x 25mm tube • 30mm degree radius on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm	1	90%

		- Fitted with M10 adjustable ferrels, 20mm long for levelling 2 x Steel Clip in beam system o 100mm x 80mm x 450mm - Beams to carry cables and support top 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm - Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access		
5	Executive rectangular meeting table	8000W x 1600D x 732H Rectangular boardroom table (Floating top by 10-13mm Above frame) - Melamine finish 32mm Flat PVC profile to match - Full 32mm Thick top 5 x Steel full loop executive end leg o 900mm x 60mm x 25mm tube 30mm degree radius on each corner 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm - Fitted with M10 adjustable ferrels, 20mm long for levelling 8 x Steel Clip in beam system o 100mm x 80mm x 1600mm - Beams to carry cables and support top 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm - Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access	1	90%
6	Executive high back chair	- GENUINE leather upholstery 1 Piece fully moulded high back shell - Chrome armrest - Poly capping - Swivel & tilt action - Forward knee tilt mechanism - Gas height adjustment 5 Star CHROME castor base	29	65%

7	Visitors arm chairs	• GENUINE leather upholstery • 1 Piece fully moulded high back shell • Chrome armrest • Poly capping • Metal sleigh base frame • Chrome	4	70%
8	Executive straight steel desk with pendenza	• 1 x 2000 x 900 Straight steel desktop (Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 2 x Steel square executive end leg • 900mm x 76mm x 25mm tube • 90 degrees on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Fitted with M10 adjustable ferrels, 20mm long for levelling • 1 x Steel Clip in beam system • 100mm x 80mm x 1800mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access • 1 x Melamine modesty panel • Melamine finish • Fixing brackets • 1 x 1200 x 600 Roller door pendenza storage • Melamine finish • 32mm Thick top • Banded PVC profile to match • Full 32mm Thick top & base • Black Roller doors • 1 x Adjustable shelf • Lockable • Desk height pedestal • 2 x Standard drawers • 1 x Deep filing drawer with steel cradle • Grip handle • Metal draw runners	4	90%

		• Metal draw inners • Central draw lock mechanism • Height adjustable ferrules		
9	Executive hinged door double wall unit	• 2000H x 1800W x 450D Combined wall unit • 2 x 2000H x 900W - 2 Solid doors bottom / 2 Glass doors top • Melamine finish • 32mm Flat PVC profile to match • Full 32mm thick top • Full 32mm thick base o Height adjustable ferrules • 8 x Adjustable shelves • Lockable • 6 x Silver stub legs	4	95%
10	Executive square conference table	• 1 x 1100 x 1100 Square conference table top (Floating top by 10-13mm Above frame) • Melamine finish • 32mm Flat PVC profile to match • Full 32mm Thick top • 2 x Steel square executive end leg • 700mm x 76mm x 25mm tube • 90 degrees on each corner • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Grommited to grid of steel threaded insets • Fitted with M10 adjustable ferrels, 20mm long for levelling • 2 x Steel Clip in beam system o 100mm x 80mm x 350mm • Beams to carry cables and support top • 1.6mm mild steel, pre-treated and powder coated black to +/- 0.6mm • Beams to have reticulation cut outs for cable management and to have cut out on one side for ease of access	4	90%
11	Executive high back chair	• Black genuine leather • Swivel & tilt action • Gas height adjustment • Knee tilt mechanism • Chrome elliptical tube arms with PU cap	4	65%

		• 5 Star chrome castor base		
12	Visitors Arm Chair	• Black genuine leather • Sleighbase frame • Chrome elliptical tube sleighbase • With integral frame & PU caps	12	70%
13	Reception counter	• 1 x 1800 x 800 Worktop • American walnut fusion / Congo peen • 32mm Banded PVC profile • Full 32mm Thick top • Curved panel sides • Congo peen melamine finish • Full front modesty panel • Aluminium kick plate • Round perforations • 1 x 1800 x 300 Countertop • 1 x 1200 x 600 Roller door pedenza storage • Full 32mm Thick top & base • 32mm banded PVC profile • American walnut fusion / Congo peen • Silver Roller doors • 1 x Adjustable shelf • Lockable • Desk height pedestal • 2 x Standard drawers • 1 x deep filing drawer with steel cradle • Metal draw runners • PVC draw inners • Top draw lock mechanism • Height adjustable ferrules	1	90%
14	Roller door system cupboard	• 1500mm h x 1200mm w x 550mm • Suitable balancing backer • Full 32mm thick top • Silver P.V.C Roller door slatts • Full 32mm thick top • Full 32mm base • 32mm x 3mm Flat P.V.C edges – black • 16mm casing structure • 3 x Wood adjustable shelves • Lockable	1	95%

15	High operators chair with head rest	• Black netted back • Padded seat • Black fabric • Adjustable lumbar support • With Fixed T arms • Soft touch • Synchro mechanism • 5-Star nylon base – 650mm • With headrest	1	65%
16	Visitors arm chair	• Backrest – Netting black • Seat - Range 2 fabric • Poly arm on steel sum frame • Sleigh base frame	6	70%
17	Double seater couch	• Fully upholstered • Four legged wood feet • Solid oak leg • Button effect	4	85%
18	Executive tub chair	• Padded seat and backrest • Four legged wood feet • Solid oak leg • Fully upholstered	6	85%
19	Executive coffee table	• 1200L x 800W x 450H • Walnut veneer stain on birch ply finish • 18mm Thick top • Reversed chamfer edge • Compacted birch ply laminate • Angled reverse chamfered edge exposes the layers of Birch ply • Finished off with a clear lacquer • Steel pole leg frame • Black epoxy powder coated finish • Height adjustable ferrules	1	90%
20	Round executive coffee table	• 700 Round • Walnut veneer stain on birch ply finish • 18mm Thick top • Reversed chamfer edge • Compacted birch ply laminate • Angled reverse chamfered edge exposes the layers of Birch ply • Finished off with a clear lacquer • Steel pole leg frame • Black epoxy powder coated finish	3	90%

		• Height adjustable ferrules		
21	Computer workstation	• 1 x 1200 x 650 / 1200 x 650 Standard Core top – cross grain • 2 x 600 x 650 Rectangular top • Melamine finish • Full 32mm thick top • Banded PVC profile • Grid of steel threaded insets on underside of all tops. • 32mm x 3mm Flat P.V.C edges on all sides • 1 x 3 Draw desk hight pedestal – no top • 2 x Standard drawers • 1 x deep filing drawer with steel cradle • Metal draw runners • Metal draw inners • Central lock mechanism • Height adjustable ferrules • 3 x Steel pole legs • 76mm diameter x 700mm high • Welded top plate • Adjustable base foot • Black epoxy coated finish • Fitted to grid of steel insets – underside • 1 x Wood modesty panel • Melamine finish • To size as required • Complete with steel fixing brackets • Fitted to grid of steel insets - underside • 3 x Heavy duty steel structural fixing brackets • 350mmW x 190mmD x 3mm Thick • 8 x Hole punchings to match pole legs • Black epoxy coated finish • Fitted to grid of steel insets – underside	44	90%
22	Desk based screens with safety shield	• 1 x 1750 x 360 x 25T fabric screen • 1 x 1750 x 300 Mounted perspex screen add on • 4mm Clear Perspex • 3 x Screen based add-on brackets • Steel – 5mm Thick	18	100%

		• Powder coated black		
23	Roller door system cupboard	• 1500mm h x 1100mm w x 500mm • Melamine finish • Full 22mm thick top • Black P.V.C Roller door slatts • Full 22mm thick top • Full 22mm base • 22mm x 3mm Flat P.V.C edges • 16mm casing structure • 3 x Adjustable shelves • Lockable	19	95%
24	High back operators chair	• Black netted back • Padded seat • Adjustable lumbar support • With Fixed T arms • Soft touch • Synchro mechanism • 5-Star nylon base – 650mm	44	65%

4.2. The successful bidder is expected to: -

- I. Supply, deliver and installation of office furniture to OTP head office
- II. All deliveries and installation must be completed within a period of eight (8) weeks after receipt of an original purchase order.
- III. To assemble office furniture if it is delivered in pieces before the department sign delivery note and prepare payment.
- IV. Must furnish the department with written guarantee from the manufacturer to guarantee the quality of goods supplied.
- V. Will be responsible for immediate minor repairs, paint touch up, or replacement of any damaged items.

5. CONTRACT PERIOD

- a) The successful bidder will be contracted for the period not exceeding 18 months, limited to the items listed on the tender document.

6. WARRANTY AND QUALITY

- 6.1. Bidders will be required to provide a guarantee/warranty for a period of one (1) year.
- 6.2. The quality of the goods delivered shall not differ from that specified in the bidder's proposal.

7. TERMS OF PAYMENT

- 7.1. The Office of the Premier shall pay the price to the appointed bidder in accordance with the contract signed pursuant to the award of this tender, which payment shall be subject to:
 - I. The price being in accordance with the agreed quotes and as per the contract.

- II. The goods being received and accepted by OTP in terms of the contract.
- III. VAT being included in the Price.
- IV. A correct purchase order number being quoted on the tax invoice.

8. SECTOR DESIGNATION – LOCAL CONTENT

- 8.1. The bidder must comply with the local content threshold as prescribed by DTIC and provide completed Annexures.
- 8.2. Where a bidder cannot meet the prescribed threshold, a letter of exemption from the Department of Trade, Industry and Competition must be submitted with the bid before the bid **(i.e., Bidders are requested to consult with DTIC for any queries related to the completion of Annexures or the Supply of office furniture)**
- 8.3. The bidder's declaration certificate (Annexure "C") will be confirmed with DTIC before the second stage of evaluation
- 8.4. South African Technical Specification (SATS), 1286:2011, local content declaration template (Annexure C, D, E) and the guidance document for the calculation of local content is accessible to all potential bidders on the DTIC official website:(<http://www.dti.gov.za/industrialdevelopment/p.jsp>) at no cost and (DTIC office is reachable at 012- 3943927).

9. CONDITIONS

- 9.1. Total cost of each item in the specification must be inclusive of all taxes, packaging, assembly, and delivery cost to the Office of the Premier.
- 9.2. The prospective bidders must provide the OTP with a brochure containing the proposed items.
- 9.3. The department reserves the right to reject any proposal found to be inadequate or non-compliant to the scope of work.
- 9.4. The department and successful bidder will enter into a written contract and / or Service Level Agreement in respect of the goods detailed in this bid.
- 9.5. The successful bidder must furnish the department with written guarantee from the manufacturer to guarantee the quality of goods supplied.
- 9.6. The successful bidder will be responsible for immediate minor repairs, paint touch up, or replacement of any damaged items.
- 9.7. Bidders will be required to provide a guarantee/warranty for a period of one (1) year.
- 9.8. The department reserves the right to carry out service provider site inspection/visits in order to verify the nature and quality of goods offered by the service provider.
- 9.9. Delivery of goods must reach the Office of the Premier offices within eight (8) weeks from the date of receiving original purchase order.

- 9.10. The bidder must have adequate security measures in place (security gates, alarm system and/or security guard) in their premises to safeguard the goods prior dispatch.
- 9.11. The bidder must have adequate security measures in place (security gates, alarm system and/or security guard) in their premises to safeguard the goods prior dispatch.

10. PREQUALIFICATION CRITERIA

No	Qualification Criteria	Supporting documents	Reference Page
1	B-BBEE Level of Contributor	In terms of Preferential Procurement Regulations 2017, advancement of designated groups only the following tenderers may respond to this bid:- - Bidders having a minimum B-BBEE status Level of contribution (Level 1 to Level 3) - An EME or QSE	
2	Local Production Content	All items quoted must be manufactured in South Africa and meet the minimum designated threshold. Bidders must:- - Provide the exemption letter from the DTIC confirming that the goods are manufactured locally, and imported material has been exempted. - Submit completed SBD 6.2 and annexure C-D-E (Local Content Declaration).	

Any bidder that fails to meet the above pre-qualifying requirements will not be considered as acceptable bid.

11. ADMINISTRATIVE REQUIREMENTS / SCM COMPLIANCE

Document that must be submitted	Explanatory information
Invitation to Bid – SBD 1	Complete and sign the supplied document

Tax Compliance Status	In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification as well SARS e-filing verification outcome will take precedence.
Declaration of Interest – SBD 4	Complete and sign the supplied document
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Complete and sign the supplied document
Certificate of Independent Bid Determination – SBD 9	Complete and sign the supplied document
Preference Point Claim Form – SBD 6.1	Complete and sign the supplied document
SBD 6.2	Complete and sign the supplied document
Pricing Schedule	Complete and sign the supplied document
Registration on Central Supplier Database (CSD)	Service Provider must be registered on Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit CSD printout as proof of registration.

12. FUNCTIONALITY EVALUATION CRITERIA

- All bidder(s) are required to respond to the functionality evaluation criteria as indicated below.
- Only Bidder(s) that have met the Pre-qualification Criteria will be evaluated in for functionality.
- A bidder that scores less than 70 points for functionality will be regarded as non-responsive and will be disqualified.

- d) All bidder(s) who receive 70 points and above for functionality will further be evaluated on points for price and BBBEE.

No.	Functionality Criteria	Weight
1.	<u>References</u> Bidders must provide at least three (3) contactable reference letters from clients (Not older than 3 years where office furniture have been supplied. a) 3 or more written reference letters = 30 points b) 2 written reference letters = 20 points c) 1 written reference letter = 10 points Reference letters must include the following information:- a) Contract amount b) The overall quality of the goods received c) Satisfactory deliveries on time as per agreed lead times d) The overall Satisfactory service received from the bidder including after sales service	30
2.	<u>Company Experience</u> Indicate the number of years in the manufacturing, supply, delivery and installation/assembling of the office furniture. A company profile must be submitted. a) More than 6 years = 30 points b) 3 - 5 years = 20 points c) 1 - 2 years = 10 points d) Less 1 year = No points	30
3.	<u>Locality</u> Bidders must have a functional premises for manufacturing of furniture in the Eastern Cape Province. Municipal letter / rates or a lease agreement must be attached. Site inspection will be carried out as part of evaluation.	20
4.	<u>Health and Safety Requirements</u> Supplier to include the following documents in response to the health and safety requirements: a) Copy of the Health and safety file – 10 points	20

	b) Copy of the COVID-19 emergency preparedness plan and risk assessment – 10 points	
TOTAL		100

13. PRICE AND B-BBEE EVALUATION

13.1. Only Bidders that have met the 70 points in the functionality evaluation will be evaluated for price and BBBEE. Price and BBBEE will be evaluated as follows:

a) In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2017 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

13.1.1. Stage 1 – Price Evaluation (80 Points)

The following formula will be used to calculate the points for price:

Criteria	Points
Price Evaluation $Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$	80

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

12.1.2. Stage 2 – BBBEE Evaluation (20 Points)

a) BBBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- Original Certified valid B-BBEE Certificate or Affidavit” in terms of the amended BBEE codes

b) Sub-contracting

Bidders who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act regarding sub-contracting.

The following is an extract from the PPPFA Act:

11(8) “A person must not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.”

11(9) “A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.”

c) Joint Ventures, Consortium and Trusts

- A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. OTP will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

12.1.3. Stage 3 (80 + 20 = 100 points)

The Price and BBBEE points will be consolidated.

CRITERIA	
A. BID PRICE	80
B. BBBEE	20
Total	100

13. PRICING SCHEDULE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	LOCAL CONTENT	UNIT PRICE	TOTAL
1. CATEGORY A: SECOND FLOOR					
1.1.	Executive non handed workstation	1			
1.2.	Executive hinged door DOUBLE wallunit	1			
1.3.	Serving multi purpose unit	2			
1.4.	Executive rectangular meeting table	1			
1.5.	Executive rectangular meeting table	1			
1.6.	Executive rectangular meeting table	1			
1.7.	Executive high back chair	17			
1.8.	Visitors arm chairs	30			
1.9.	Executive straight steel desk with pedenza	2			
1.10.	Executive hinged door double wall unit	2			
1.11.	Serving multi purpose unit	2			

1.12.	Executive rectangular conference table	1			
1.13.	Executive Round conference table	1			
1.14.	Executive straight steel desk with pedenza	11			
1.15.	Executive hinged door double wall unit	3			
1.16.	Executive hinged door single wall unit	8			
1.17.	Executive square conference table	3			
1.18.	Executive high back	11			
1.19.	Visitors Arm Chair	25			
1.20.	Reception counter	3			
1.21.	Roller door system cupboard	4			
1.22.	High operators chair	3			
1.23.	Visitors arm chair	6			
1.24.	Double seater luxurious couch	1			
1.25.	Single seater luxurious couch	1			
1.26.	Executive tub chair	1			

1.27.	Executive coffee table	1			
1.28.	Round executive coffee table	1			
	SUB TOTAL				
2. CATEGORY B: FIRST FLOOR					
2.1.	Executive straight steel desk with pendenza	2			
2.2.	Executive hinged door double wall unit	2			
2.3.	Serving multi purpose unit	2			
2.4.	Executive rectangular conference table	1			
2.5.	Executive Round conference table	1			
2.6.	Executive high back chair	2			
2.7.	Visitors arm chairs	10			
2.8.	Executive straight steel desk with pendenza	6			
2.9.	Executive hinged door double wall unit	6			
2.10.	Executive square conference table	6			
2.11.	Executive high back	6			

2.12.	Visitors Arm Chair	18			
2.13.	Reception counter	2			
2.14.	Roller door system cupboard	2			
2.15.	High operators chair with headrest	2			
2.16.	Visitors arm chair	2			
2.17.	Computer workstation	61			
2.18.	Desk based screens with safety shield	29			
2.19.	Roller door system cupboard	25			
2.20.	High back operators chair	61			
	SUB TOTAL				
3. CATEGORY C: GROUND FLOOR					
3.1.	Executive straight steel desk with pedenza	1			
3.2.	Executive hinged door double wall unit	1			
3.3.	Serving multi purpose unit	3			
3.4.	Executive Round conference table	1			

3.5.	Executive rectangular meeting table	1			
3.6.	Executive high back chair	29			
3.7.	Visitors arm chairs	4			
3.8.	Executive straight steel desk with pedenza	4			
3.9.	Executive hinged door double wall unit	4			
3.10.	Executive square conference table	4			
3.11.	Executive high back chair	4			
3.12.	Visitors Arm Chair	12			
3.13.	Reception counter	1			
3.14.	Roller door system cupboard	1			
3.15.	High operators chair with headrest	1			
3.16.	Double seater couch	4			
3.17.	Executive tub chair	6			
3.18.	Executive coffee table	1			
3.19.	Visitors arm chair	6			

3.20.	Round executive coffee table	3			
3.21.	Computer workstation	44			
3.22.	Desk based screens with safety shield	18			
3.23.	Roller door system cupboard	19			
3.24.	High back operators chair	44			
	SUB TOTAL				
4.	TOTAL (CATEGORY A – C)				
5.	VAT @ 15%				
6.	GRAND TOTAL				

14 COMMUNICATION

All communication or correspondence concerning this bid should be directed as follows:

With regard to Terms of Reference:	With regard to SCM Information
Mr Mongezi Mazimba Office of the Premier Bhisho mongezi.mazimba@ecotp.gov.za OR scmrequests@ecotp.gov.za	Mr Vuyo Nkonki Office of the Premier Bhisho vuyo.nkonki@ecotp.gov.za OR scmrequests@ecotp.gov.za

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:		SCMU1-21/22-0007		CLOSING DATE:		15 NOVEMBER 2021	
				CLOSING TIME:		11H00	
DESCRIPTION		APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL OFFICE FURNITURE FOR THE OFFICE OF THE PREMIER					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT INDEPENDENCE AVENUE, OFFICE OF THE PREMIER BUILDING, GROUND FLOOR (RECEPTION AREA), BHISHO							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		MR VUYO NKONKI		CONTACT PERSON		MR MONGEZI MAZIMBA	
TELEPHONE NUMBER		067 429 1519		TELEPHONE NUMBER		078 968 1524	
FACSIMILE NUMBER		N/A		FACSIMILE NUMBER		N/A	
E-MAIL ADDRESS		scmrequests@ecotp.gov.za		E-MAIL ADDRESS		scmrequests@ecotp.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 THE QUESTIONNAIRE BELOW]	
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: _____

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written bid). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Number	Income Reference	State Number	Employee / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor:.. =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(***Tick applicable box***)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacture
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

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, 2011, 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **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>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 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 at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.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.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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.thdti.gov.za/industrialdevelopment/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
- (ii) the declaration templates have been audited and certified to be correct.

(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 4.1 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 4.1 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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE
TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.											Note: VAT to be excluded from all calculations
(C2)	Tender description:											
(C3)	Designated product(s)											
(C4)	Tender Authority:											
(C5)	Tendering Entity name:											
(C6)	Tender Exchange Rate:	Pula		EU		GBP						
(C7)	Specified local content %											

Calculation of local content								Tender summary			
Tender item no's	List of items	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	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								(C20) Total tender value	R 0		
Signature of tenderer from Annex B								(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	
Date:								(C25) Average local content % of tender			

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

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	
										This total must correspond with Annex C - C 21	

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	

Annex D - Continued

Imported Content Declaration - Supporting Schedule to Annex C

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

Calculation of imported content

Summary

Description of imported content	Unit of measure	Local supplier	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	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(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					#REF!

This total must correspond with
Annex C - C 23

Date:

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, 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 provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the 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 provider 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 provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **"Written"** or **"in writing"** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

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 provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the 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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 purchaser or an organization acting on behalf of the purchaser.
- 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 clause 8.2 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. **Spare parts**

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

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

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

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

15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. **Payment**

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.

16.4 payment will be made in Rand unless otherwise stipulated.

17. **Prices**

17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. **Increase/decrease of quantities**

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. **Contract amendments**

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

20. **Assignment**

20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. **Subcontracts**

21.1 The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 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 provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
 - (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping And Counter-Vailing Duties And Rights

- 25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

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

27. Termination For Insolvency

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

28. Settlement Of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 28.2 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 provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation Of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 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.

33. Taxes And Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer Of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.